

THE CITY OF WALTHAM  
MASSACHUSETTS

PURCHASING DEPARTMENT

**Assessment Center to Hire-Select the Deputy Police Chief**

**ADDENDUM NO. 2**

September 28th, 2020

**CHANGES, CORRECTIONS AND CLARIFICATIONS**

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (NO. 2) MUST BE ACKNOWLEDGED IN YOUR COVER LETTER.

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**ITEM 1: ANSWERS TO QUESTIONS**

**Q1.** Would the City please provide at this time a complete copy of the Delegation Agreement with Civil Service?

**A1.** See "Attachment A"

**Q2.** Would the City please provide at this time a complete copy of the language of any collective-bargaining agreement or other document which may affect the design and conduct of the assessment center?

**A2.** See "Attachment B & C"

**Q3.** Would the City please agree to waive the requirement for the submission of a weekly performance record as stated in General Conditions, Section 7, Personnel? We have never in 39 years of practice seen a requirement for this kind of weekly report.

**A3.** Yes.

**Q4.** Regarding Technical Specifications, Section 3.0.k., will the City agree to accept a list of 10 jobs performed in the last two (2) years rather than all jobs as now stated? Our firm has completed

about 50 jobs in the last two (2) years and, obviously, providing contact information for 50 projects would be unduly onerous.

**A4.** Yes.

**Q5.** Regarding Scope of Work, Section 4.a.c., will the City agree that assessors need to be approved only by the City's Human Resource Department? Civil Service has never been involved in the approval of assessors and the consultant obviously cannot leave wide open the approval, as this section now states, to "...others as required."

**A5.** If not required by HRD, yes the City's Human Resources will approve.

**Q6.** Is the City aware that the use of points in the evaluation of proposals directly contravenes the language of the Massachusetts Uniform Procurement Act, MGL c. 30B and is forbidden? Please see MGL c. 30B, Section 6(e) which states in part:

**A6.** Please delete the numeric evaluation points from the comparative evaluation section 6.

**Q7.** Regarding Technical Specifications, Scope of Work, Section 4.b., Review Assessment Center with City Departments, HRD has never had any role in approving a study guide.

**A7.** If not required by HRD, the City's Human Resources will approve.

**Q8.** Regarding Technical Specifications, Scope of Work, Section 4.c., Send Out Notices for Assessment Center: since Civil Service revamped its computer system and the processing of applications for these kinds of examinations about two (2) years ago, all notices are provided by the Civil Service system and neither the consultant nor the City has any responsibility for providing notices to candidates. This includes the drafting of the poster, which Civil Service now does, based on information provided by the City and the consultant. The City's only responsibility here is the posting of the poster.

**A8.** OK HRD will send notices.

**Q9.** Regarding the page entitled "Agreement" and the next-to-last sentence on this page, completion of this project will take well more than 60 days mainly due to Civil Service/HRD procedures. For example, HRD's recently revised procedure states that the assessment center cannot take place less than 60 days after the final date for submission of candidates' applications for the Deputy Police Chief's position. This does not include preparatory tasks such as the job analysis or subsequent tasks such as the conduct of the assessment center itself.

**A9.** Change the project completion time to **180 days** from the date of the Notice to Proceed (NTP).

**Q10.** What firms have provided promotional services to the Waltham Police Department since January 1, 2015?

**A10.** None, the City has not done any assessment centers.

**Q11.** Would the City please clarify how many references are required? We note that the fourth page from the end of the RFP is entitled Provide Three (3) Service Appropriate References.

However, Technical Specifications, Section 3.k. requires five references; Minimum Evaluation Criteria, Section 5.c., requires four references; and the page entitled Compliance requires three references.

**A11.** No Less than three (3) service appropriate references shall be provided.

**Q12.** There does not appear to be any difference between the comparative criteria stated under Deputy Police Chief Experience for Highly Advantageous or Advantageous. The only difference is in the indefinite article "a" for Advantageous. please clarify.

**A12.** Change the comparative criteria under Deputy Police Chief Experience for Highly Advantageous to: "The bidder has conducted assessment centers used in a selection process for Deputy Police Chief in a City similar in size to Waltham."

**Q13.** How many copies of the Non-Price Technical Proposal does the City wish to receive?

**A13.** Attach four (4) copies of the Non-Price proposal printed on one side and bound with a single staple in the top left corner. Mark one copy as "Original".

**Q14.** How many copies of the Price Proposal does the City wish to receive?

**A14.** One (1) copy marked "Original" shall be submitted with your response

**End of Addendum 2**

FOR ALL CLERICAL TITLES -

RECEIVED NOV 17 1993

**MEMORANDUM OF AGREEMENT**  
between Massachusetts Department of Personnel Administration  
and  
City of Waltham

Robert C. Dumont, in his official capacity as Personnel Administrator, Massachusetts Department of Personnel Administration (DPA), hereby agrees, pursuant to General Laws Chapter 31, section 5(1), to delegate to the City of Waltham the authority for administration of specific Civil Service functions identified below.

It is agreed that:

1. Primary responsibility for administration of all delegated Civil Service functions for the City of Waltham will be assigned to Brenda D. Capello, Director of Personnel and Workers' Compensation Agent of the City of Waltham. Reassignment of this responsibility to any other person must be approved by the Personnel Administrator, in writing, before such reassignment is made.
2. Brenda Capello, acting as Delegation Administrator, will assume the responsibility and authority for:
  - A. recruitment to participate in, security of, and administration and scoring of all open competitive examinations and testing processes that result in the establishment of eligible lists for all clerical titles used by the City of Waltham;
  - B. establishment and maintenance of eligible lists for all titles examined in accordance with applicable statutory preferences; and
  - C. certification from these City eligible lists in accordance with laws, rules, regulations and procedures.
3. The Delegation Administrator will be responsible for ensuring continued public access to those records determined to be public information. Eligible lists, certifications and reasons for selection must be made available for review by any individual or group of individuals upon request. All information relating to name, standing, and score is deemed public information and must be made available; information relative to date of birth/age, marital status and other personal data must be removed by the Delegation Administrator from lists or certifications undergoing public review.

60.11.6 22.00



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF WALTHAM  
AND  
THE WALTHAM POLICE PATROL OFFICERS' UNION  
LOCAL 161, MASSCOP AFL-CIO

WHEREAS, the City of Waltham ("City") and the Waltham Police Patrol Officers' Union, Local 161, Mass COP AFL-CIO ("Union") are parties to a collective bargaining agreement that expired on June 30, 2019;

WHEREAS, the City and the Union have negotiated in good faith, consisting of nine (9) meetings between May 2019 to March 2020 and several recent lengthy telephone conversations for a full and complete successor agreement;

NOW, in full and complete resolution to all issues the City and Union agree as follows:

A. DURATION:

The successor bargaining agreement shall be effective from July 1, 2019 through June 30, 2022.

B. WAGES:

The base compensation for all bargaining unit members shall increase as follows:

- a. July 1, 2019 2% (retroactive)
- b. July 1, 2020 2% (retroactive)
- c. July 1, 2021 2%

C. DETAIL RATES:

7/1/2020 to 6/30/2021	Regular	\$58/hour
7/1/2021 to 6/30/2022	Regular	\$60/hour

D. VACATION DAYS CARRY FORWARD

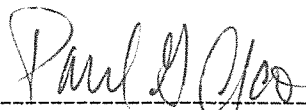
Effective December 31, 2020, the number of vacation days that may be carried over to be taken during the following vacation period is reduced from fifteen (15) days to ten (10) days.

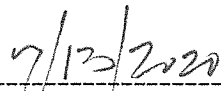
Effective December 31, 2021, the number of vacation days that may be carried over to be taken during the following vacation period is reduced from ten (10) days to five (5) days.

WHEREFORE, the signatories to this Memorandum of Agreement will use their best efforts to convince their respective parties to ratify and fund this Agreement. No portion of this Agreement shall be effective unless ratified and funded.

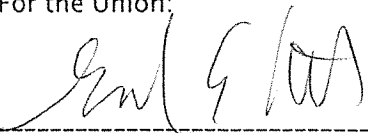
For the City:

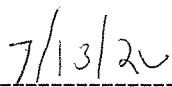
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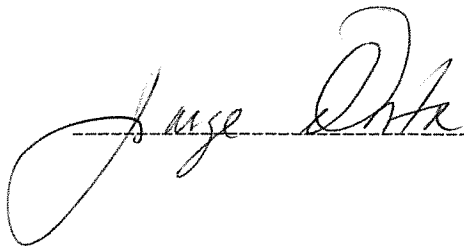
  
\_\_\_\_\_  
Mayor *DESIGNEE*

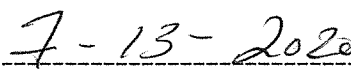
  
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Date

For the Union:

  
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Date

  
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Date

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Date

MEMORANDUM OF AGREEMENT  
Between  
THE CITY OF WALTHAM  
And  
THE WALTHAM POLICE PATROL OFFICERS' UNION  
LOCAL 161, MASSCOP AFL-CIO

WHEREAS the City of Waltham ("City") and the Waltham Police Patrol Officers' Union, Local 161, Mass COP AFL-CIO ("Union") are parties to a collective bargaining agreement that expired on June 30, 2016;

WHEREAS the City and the Union have negotiated in good faith consisting of eleven (11) meetings for a full and complete successor agreement;

NOW, in full and complete resolution to all issues the City and Union agree as follows:

**A. DURATION:**

The successor bargaining agreement shall be effective from July 1, 2016 through June 30, 2019.

**B. WAGES:**

Effective retroactively, the base compensation for all bargaining unit members shall increase as follows:

- a. July 1, 2016    2%
- b. July 1, 2017    2%
- c. July 1, 2018    2%

**C. OTHER POST-EMPLOYMENT BENEFITS (OPEB) CONTRIBUTION:**

The City's OPEB liability refers to the present value of the City's cost of health insurance for retirees. This liability includes current retirees and those employees who have the right to retire at a future date (vested employees). The OPEB liability is reduced by the amount of assets the City has set aside to date. That net amount is the unfunded OPEB liability. The OPEB liability can potentially affect a municipality's overall financial position and bond rating. As one means to begin to reduce the OPEB liability of the City, the parties have agreed to include an Article in the contract as follows:

"Commencing July 1, 2016 and each year thereafter, all members of the bargaining unit shall pay, by deduction from their paychecks, an Other Post-Employment Benefits (OPEB) payment of five dollars (\$5.00) per week, i.e. two hundred sixty dollars (\$260.00) annually into the City's OPEB Trust Fund and said OPEB payments

from the bargaining unit members shall be separately accounted within the OPEB Trust Fund for Patrol Officers."

In consideration for the above OPEB payments agreed to by the bargaining unit members, the wage increase listed in Item B above shall be increased as follows:

- a. July 1, 2016 – one-quarter (0.25%) percent increase
- b. July 1, 2017 – one-half (0.50%) percent increase
- c. July 1, 2018 – three-quarters (0.75%) percent increase.

**D. RETURN TO ACTIVE SERVICE:**

In the event an officer, who has left the employ of the Waltham Police Department (through retirement or voluntary resignation) for six (6) months or more, returns to the Waltham Police Department, for purposes of the calculation of seniority for bidding purposes under the collective bargaining agreement, the returning officer shall be treated as having a seniority date effective upon his/her restoration to active service (i.e. no seniority). This shall include, but not be limited to, calculation of seniority for purposes of shift choice, vacation selection, specialty pay or any other benefit or privilege that is bid based on seniority under the collective bargaining agreement. The returning officer's seniority for the purpose of calculating benefit entitlement, such as the amount of vacation entitlement, longevity pay or any other benefit that is calculated based on seniority, will be based on the officers' original appointment to the Waltham Police Department. For officers who return following a disability retirement, the period of their retirement shall be included for the calculation of seniority for benefit entitlement. For officers who return following a voluntary resignation or separation of employment, the period of their separation from the department will be excluded from the calculation of seniority for benefit entitlement. This clause is in no way intended to affect the officer's creditable service under retirement law.

**E. CLOTHING ALLOWANCE**

Effective July 1, 2016 increase the annual clothing allowance to \$1,150.

**F. EDUCATION INCENTIVE ELIGIBILITY edit Section 6.3.a as follows:**

6.3.a. In accordance with the provisions of General Laws, Chapter 41, Sec. 108L, each OFFICER shall receive increases to his regular Compensation for educational semester credits and degrees earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools, or by the Board of Higher Education. In addition to officers who earn credits and degrees in the manner prescribed by the previous sentence, up to three newly hired officers in each fiscal year may become

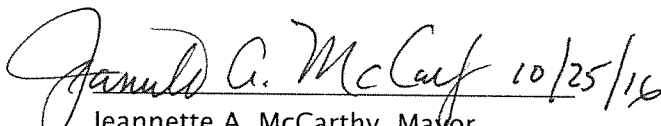
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eligible for educational benefits pursuant to this article if, at the time of the officer's hire, s/he possessed a qualifying degree from a nationally accredited institution as evidenced by providing a sealed official transcript from the nationally accredited institution to the Police Department. In the event more than three newly hired officers, as referenced in the previous sentence, are eligible in any one fiscal year, departmental seniority will be the determinant.

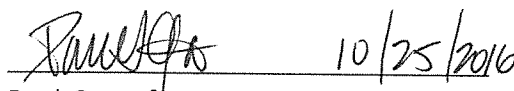
Wherefore the signatories to this Memorandum of Agreement will use their best efforts to convince their respective parties to ratify and fund this Agreement. No portion of this Agreement shall be effective unless ratified and funded.

For the City of Waltham,

For the Waltham Police Patrol Officers' Union  
Mass COP Local 161

 10/25/16  
Jeannette A. McCarthy, Mayor

 10/25/16  
Officer Gerard Corbett, President

 10/25/2016  
Paul Centofanti, City Auditor, Mayor's Designee for Collective Bargaining

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF WALTHAM  
AND  
LOCAL 161, MASSACHUSETTS  
COALITION OF POLICE,  
AFL-CIO (PATROL OFFICERS)

Whereas, the City of Waltham ("City") and the Waltham Police Patrol Officers, Local 161, Mass-COP AFL-CIO ("Union") have negotiated in good faith for a full and complete settlement for a successor collective bargaining agreement;

Whereas, on June 3, 2015, the Waltham Patrol Officers' Union Arbitration decision was issued by the Joint Labor Management Committee (JLMC) for the period July 1, 2010 through June 30, 2013;

Now in full and complete settlement of the negotiations for a successor collective bargaining agreement for the period July 1, 2013 through June 30, 2016, the City and Union agree:

- a. Except as specifically modified herein, all provisions of the prior collective bargaining agreement between the parties shall remain in full force and effect;
- b. The parties agree as follows:

**For the Contract Period July 1, 2013 to June 30, 2016:**

**1. Wage Increases**

Effective retroactively, the base compensation for all employees shall increase as follows:

7/1/2013	2%
7/1/2014	2%
7/1/2015	2%

**2. Hazardous Duty Pay**

- a. Effective July 1, 2013, a 1% stipend applied to the base salary in effect on June 30, 2013, after its increase by the 2% cost of living adjustment.
- b. Effective January 1, 2014, an additional 1% increase to the stipend applied to the base salary in effect December 31, 2013.
- c. The hazardous duty stipend will be included in a Patrol Officer's base for the purpose of calculating overtime and other contract benefits.

**3. Educational Incentive**

Effective 7/1/2015, the provisions of Article 6.3 Education Compensation shall apply to Patrol Officers hired after July 1, 2009.

#### 4. Time Owed

Article 6.13(e)(1)

Reasonable notice is defined as four (4) hours. Officers are required to provide to the Chief four (4) hours advance notice of any request for compensatory time off so as to not disrupt police operations.

During the hours 6 AM to 4 PM Monday through Friday, Officers shall provide said advance four hour notice to the Assignment's Officer for any request for compensatory time off. On nights and weekends said advance four hour notice is to be provided to the Chief or his Designee.

If someone is on the list and eligible and available to work and works, time off will be granted provided four hours advance notice was given. If no one is on the list, officers will be required to find an eligible replacement. If a replacement is found and the OIC is notified four hours in advance, time owed will be granted. If no one is on the list or a replacement can't be found four hours in advance, time owed will not be granted.

#### 5. Details

##### a. Assignments

Per the 2015 JLMC decision, Patrol Officers must sign up for details sixteen (16) hours before the start of the detail.

##### b. Duties and Responsibilities Regarding Details

The Chief shall issue a General Order as to the Duties and Responsibilities for Officers with regard to details which all Officers are required to comply with.

##### c. Detail Rate 6.8(a)

Effective upon ratification and notice to vendors, the detail rate shall increase from \$42 to \$44.

##### d. Process for Submitting Details Cards

In order to comply with M.G.L. c. 149 §148, Officers shall submit detail hours as soon as possible after completion of the detail, but in no event no later than twenty-four hours by email, and shall submit on their next tour of duty the actual written detail cards to the Department.

#### 6. Student Officer Salary Schedule

Effective July 2013, salary for six months while enrolled in the academy shall be \$44,312.

**7. Clothing Allowance**

Increase in clothing allowance by \$100.00 effective January 1, 2014 (to be complied with by IRS regulation).

**8. Drug Training, Prevention and Enforcement**

The City will allocate \$24,000 for training to assist Officers in dealing with drug abuse, drug addiction, drug prevention and enforcement.

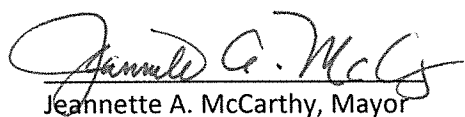
**9. Patrol Assignments Regular or Rotating**

Effective July 1, 2013, a payment of \$165.00 shall be added to the base pay to effectuate the training listed above in Item 8.

If the sixteen hour sign-up for details and the four hour advance notice for time owed doesn't improve the issue of disruption to police operations, the City reserves the right to reopen the issue in a future collective bargaining agreement.

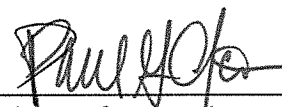
The City of Waltham

By:



Jeannette A. McCarthy, Mayor  
City of Waltham

Date: 7/23/15



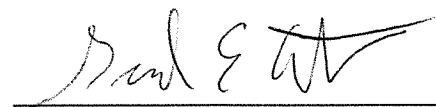
Paul Centofanti, Auditor  
Mayor's Designee

Date: 7/23/2015

Waltham Police Patrol Officers Local 161

MassCOP AFL-CIO

By Its Lawful Representative:



Gerard Corbett, President

Date: 7/20/15



INTEREST ARBITRATION AWARD

City of Waltham

-and-

Local 161, Massachusetts Coalition of Police

AFL-CIO (Patrol Officers)

JLM -13-3049

1. Three year Collective Bargaining Agreement, July 1, 2010-June 30, 2013

2. Base compensation increases as follows. All increases are retroactive.

July 1, 2010	-	.5%
January 1, 2011	-	.25%
July 1, 2011	-	2.5%
July 1, 2012	-	2.5%
July 1, 2012	-	Add 1% to annual weapons allowance

3. Detail assignments – Patrol Officers must sign up for details 16 hours before the start of the detail.

4. Use of the all page system shall be at the sole discretion of the Chief or his designee.

5. Light/limited duty – City may evaluate Patrol Officers on light limited duty at regular intervals.

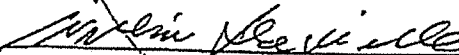
Patrol Officers out injured on duty may agree to be examined by a City designated physician before missing 20 working shifts. Patrol Officers out injured on duty may volunteer to return to work on light duty before 20 weeks.



Robert M. O'Brien, Chairman and Neutral Member



Dean Mazzarella, Management Member



William DeMille, Union Member

Dated: MAY 19, 2015

**MEMORANDUM OF AGREEMENT  
COLLECTIVE BARGAINING AGREEMENT**

**7/1/07 – 6/30/010**

**CITY OF WALTHAM**

**AND**

**MASSACHUSETTS COALITION OF POLICE, LOCAL 161, AFL-CIO  
(PATROL OFFICERS)**

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the current agreement, the City of Waltham (City) and the Massachusetts Coalition Of Police, Local 161, AFL-CIO (Union) hereby agree as follows. Except as specifically modified herein, all provisions of the prior collective bargaining agreement between the parties shall remain in full force and effect:

**1) DETAIL RATES**

- a. the regular detail rate shall increase by \$1 per hour for each year of the contract beginning July 1, 2007,
- b. the detail rate where liquor is present shall be \$6 per hour above the regular detail rate.
- c. the strike/labor dispute detail rate shall be \$12 per hour above the regular detail rate.
- d. The detail rate for super holidays shall be in place. (6pm to Midnight.)  
(1800 hours holiday eve – 2400 hours on holiday 3 hours total)

**2. Contract Language**

Contract wording will be adding to indicate an officer may vacation, personal time, time owed and holiday earned in 1, 2, 4 or 8 hour increments.

3. Longevity payment will be process the Wednesday before Thanksgiving

4. The Union agrees to the attached Anti-Nepotism Policy

(subject to final review and approval as to form by the City's Law Department)


The signatories of this memorandum of agreement will use their best efforts to convince their respective parties to ratify and fund this memorandum of agreement. It is agreed that, other than Paragraph 4 (which becomes effective upon ratification), no portion of this memorandum of agreement will be effective unless ratified and funded.

**For the City:**

  
Dennis P. Quinn

Date 6/30/09

**For the Massachusetts Coalition Of Police, Local 161, AFL-CIO:**

  
Gerard Corbett

Date 6/30/09

\_\_\_\_\_  
Scott Hovsepian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jorge Orta

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Conran

\_\_\_\_\_  
Date

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Thomas Moran

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Date

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Robert Afienko

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven McCarthy

\_\_\_\_\_  
Date

## **POLICE DEPARTMENT ANTI-NEPOTISM POLICY**

### **I. PURPOSE AND SCOPE:**

It is the policy of the City of Waltham not to discriminate in its employment and personnel actions with respect to employees and applicants on the basis of marital or familial status. Notwithstanding this policy, the City of Waltham retains the right to refuse to hire or appoint a person, where the family members would be in the same department or division and where their familial and supervisory relationship has the potential for creating an adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The Department Head shall have the authority and responsibility for determining if such a potential for adverse impact does or does not exist.

### **II. ACTIONS:**

All current supervisory relationships involving family members shall be reviewed by the Department Head in conformance with this policy. Where the Department Head is one of the family members, the Personnel Director shall review the supervisory relationship to determine whether it has created or has the potential to create an adverse impact as set forth above. In all situations, the Department Head's determination that an adverse impact does or does not exist regarding an existing supervisory relationship or a new hire or appointment shall be reviewed by the Personnel Director prior to any employment action taking place. If the Personnel Director concludes, contrary to the Department Head's determination, that an adverse impact would occur, the Department Head and Mayor shall be notified.

### **III. APPLICABILITY:**

This policy applies to individuals who are related by blood, marriage or adoption and includes the following relationships: spouse, child, step-children, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and cousin. A spouse is a partner in marriage as defined by Massachusetts' Law. In implementing this policy, it is lawful to ask an applicant to state whether he or she has a spouse or relative as defined in this policy who is presently employed by the City, but such information may not be used as a basis for an employment decision except as stated herein.

This policy shall apply to all appointments to Ordinance positions in the City service. It shall also apply to appointments of extra help employees and contract

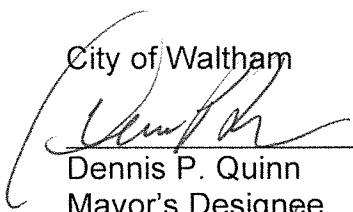
employees when the expected duration of the appointment is in excess of 80 hours in a fiscal year.

For purposes of this policy, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, if, in connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

#### IV. PROCEDURES:

The City and the Union agree that situations involving family members in a supervisory relationship are covered not just by this policy, but by G.L. c. 268A, § 23. The Union agrees that if the Police Chief has evidence that the existence of a familial relationship causes or has caused an adverse impact on supervision, safety, security or morale of the department, or involves a potential conflict of interest under this policy, state law or department rules and regulations, the Chief will meet with the Union and the individuals involved to present such evidence and to discuss solution to the problem. The Police Chief retains the right to reassign the lower ranking individual, subject to the terms of the collective bargaining agreement between the City and the Union.

City of Waltham

  
Dennis P. Quinn  
Mayor's Designee

Dated: 6/30/09

MCOP, Local 161

  
Gerard Corbett

President

Dated: 6/30/09

Approved as to form:  
Law Department

Patrick

## SIDE LETTER AGREEMENT

In partial settlement of a collective bargaining agreement to succeed the 2004-2007 collective bargaining agreement between the City of Waltham (hereinafter "Employer") and the MCOP LOCAL 161, AFL-CIO (hereinafter "Union"), have agreed as follows:

1. To accept the health insurance, wage and salary, and all other provisions contained in the attached document, entitled "Confidential - Collective Bargaining Document."
2. Benefits, deductibles, co-payments, and coinsurance for the Blue Care Elect Preferred plan shall be as described in the attached document, entitled "Benefit Comparison - City of Waltham," except that the Rehabilitation Hospital in-network benefit shall be changed from sixty (60) to one hundred (100) days.
3. The Employer shall continue to offer Delta Dental Premier to HMO subscribers without employee premium contribution.
4. This Side Letter Agreement shall become effective in accordance with the provisions in the attached "Confidential - Collective Bargaining Document."
5. Following or concurrent with ratification of this Side Letter Agreement, the Employer and the Union will negotiate a successor collective bargaining agreement for the period July 1, 2007 - June 30, 2010 with the understanding that all matters pertaining to health insurance and general wage increases have been negotiated pursuant to this Side Letter Agreement and that neither party shall be required to negotiate over either of these issues in reaching a successor collective bargaining agreement.
6. Following the conclusion of negotiations for a successor collective bargaining agreement, the terms of this Side Letter Agreement shall be integrated into such successor collective bargaining agreement.

CITY OF WALTHAM

By:

Juan Carlos McCarty

Dated: 3/7/2008

MCOP LOCAL 161, AFL-CIO

By:

Frank Corbett (914)

Dated: 3/6/08

CONFIDENTIAL – COLLECTIVE BARGAINING DOCUMENT

On November 1, 2007, the City and various unions came to an all or nothing understanding regarding health care and salary. The City's offer automatically expired since one of the City's collective bargaining unions did not ratify.

Since the last meeting on February 20, 2008, City Auditors talked to BCBS, and they gave March 7, 2008 as the absolute deadline to implement the PPO for May 1, 2008.

The City reinstates the offer of last week given on February 20, 2008 with the following modifications:

Year 1: Implement PPO on May 1, 2008  
2% retroactive raise to July 1, 2007\*  
No change in percent, co-pays, or deductibles

An additional 1% raise retroactive to July 1, 2007\*, will be given when the percent contribution for health care premiums and co-pays and deductibles actually change for the respective plans as provided below, but not before July 1, 2008.

Year 2: 87.5% employer contribution for indemnity plan; 89% employer contribution for HMOs; change co-pays and deductibles to \$15 office visit, \$50 emergency room; and \$10-\$25-\$45 for prescription drugs  
\$550 base payment  
3% retroactive raise\*

Year 3: 87.5% employer contribution for indemnity plan; 89% employer contribution for HMOs; change co-pays and deductibles to \$15 office visit, \$50 emergency room; and \$10-\$25-\$45 for prescription drugs  
\$550 base payment  
3% retroactive raise\*

\*If each individual union signs a side letter and ratifies the same no later than March 7, 2008, a 2% raise will be retroactive on signing,\*\* and the 1% raise will be retroactive when the City is able to make the above changes to the employee contribution and deductibles and co-pays for office visits, emergency rooms and prescription drugs. If one or more unions choose not to ratify the side letter, preventing the City from making changes to the indemnity or HMO, then retroactive pay raises are off the table for the unions that don't sign the side letter, not only for the 1%, but also for the 2% and 3% for any term(s) of any prospective contracts.

If the unions do not ratify the side letter before March 7, 2008, the above offers are null and void. The City reserves the right to go to arbitration and recoup any and all retroactive savings.

\*\*All of the above is subject to City Council appropriation. The Mayor currently has 2% salary contingency in her budget, which must be transferred by the City Council. Any other money to effectuate this agreement will require new appropriations from the City Council.

If the side letter is ratified by the union(s), the Mayor agrees to submit the funding to effectuate the above Years 1 and 2 in her budget commencing July 1, 2008. If the side letters are not ratified by the union(s), the union(s) agrees that the Mayor will not be required to submit any funding appropriation request to the City Council since there is no agreement.

Since the City Council rejected coalition bargaining, each individual union will be required to execute a side letter, and any side letter requiring School Committee approval must go back to the School Committee for approval.

Each union represents that they have authority to sign its side letter subject to ratification.

**MEMORANDUM OF AGREEMENT  
COLLECTIVE BARGAINING AGREEMENT**

**7/1/04 – 6/30/07**

**CITY OF WALTHAM**

**AND**

**MASSACHUSETTS COALITION OF POLICE, LOCAL 161, AFL-CIO  
(PATROL OFFICERS)**

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the 2003-2004 agreement, the City of Waltham (City) and the Massachusetts Coalition Of Police, Local 161, AFL-CIO (Union) hereby agree as follows. Except as specifically modified herein, all provisions of the prior collective bargaining agreement (2003-2004) between the parties shall remain in full force and effect:

**1) WAGE INCREASE**

Effective retroactively, the base compensation for employees shall increase as follows:

7/1/04	3%
7/1/05	3%
7/1/06	3%

**2) ANNUAL WEAPONS ALLOWANCE**

Effective retroactively, the annual weapons allowance for employees shall increase as follows:

7/1/04	Increase from \$1020 to \$1050.
7/1/05	Convert to a percentage. Increase rate from \$1050.00 (2.46%) of Patrol Officers-Day Maximum Base Rate to 2.70%. The Allowance will continue to be applied after the wage increase.

**3) ACADEMY REPAYMENT**

- a. Officers shall continue to repay the City for the cost of attending the Police Academy by payroll deduction during their first three years of employment following completion of the Academy.
- b. After such officers have completed their first three years of employment as police officers and have repaid the City for the cost of the Academy, the City shall reimburse such officers for all such Academy repayments in one-third increments, payable in the first payroll of December in such officer's fourth, fifth, and sixth years of employment as a police officer. In the event that an officer terminates



his/her employment for any reason prior to receipt of any increment of such reimbursement, said officer shall forfeit his/her right to any such further reimbursement.

- c. Officers who, as of 7/1/05, have completed their Academy repayment to the City, shall commence receiving their one reimbursement in the first payroll of December, 2005, with additional increments to be paid in December 2006 and December 2007.
- d. Notwithstanding subsection b, above, once an officer has repaid the City for all Academy tuition and said officer has completed six years of employment as a police officer in Waltham following completion of the Academy, his/her right to full reimbursement shall be non-forfeitable.

#### **4) DETAIL RATES**

- a. Effective upon signing of this Memorandum of Agreement and its ratification by the Union:
- b. the regular detail rate shall increase to \$37 per hour. Effective July 1, 2006, the detail rate shall be \$39 per hour.
- c. the detail rate where liquor is present shall be \$5 per hour above the regular detail rate.
- d. the strike/labor dispute detail rate shall be \$11 per hour above the regular detail rate.
- e. Add three additional holidays to Christmas Eve and New Year's Eve in Section 6.10. These days will be July 4, Labor Day, and Thanksgiving.
- f. Amend Section 6.8 c to provide for four-hour minimum for all details except City work.

#### **5) EMERGENCY PERSONAL DAYS**

Delete last sentence of Section 10.3 c.

#### **6) HEALTH INSURANCE**

Add new side letter as follows:

The current cost of health insurance exceeds \$26 million. The City is conversant of the fact that in past agreements, employees have received less in other areas to

keep health insurance benefits. Health insurance costs continue to escalate at double-digit percentage rates with no sign of relief.

It is important that management and labor work cooperatively towards cost-saving solutions. There is a disparity between the plans offered by the City. The City Council has created a special committee on health insurance to review this problem. It is the Mayor's goal to come up with cost-saving ideas rather than bargain a reduction in percentage of employer contributions in Health Care benefits, therefore it is agreed that:

The City may reopen the contract in the third year via written notice to the Union on or before March 1, 2006 in the second year, but the reopening shall be limited to possible changes in health insurance, exclusive of a reduction in the employer contribution. No changes shall be implemented absent agreement and ratification by the parties.

#### **7) SICK LEAVE INCENTIVE**

- a) Change Section 10.2 c, to permit officers not using sick days for more than four consecutive years to receive the additional five vacation days continuously for each such year in which s/he remains eligible.
- b) Officers shall receive additional vacation days following periods of non-use of sick time in the following progression:

After 1 Year of non-use of Sick Time	2 additional vacation days
After 2 Consecutive Years of non-use of Sick Time	3 additional vacation days
After 3 Consecutive Years of non-use of Sick Time	4 additional vacation days
After 4 Consecutive Years of non-use of Sick Time	5 additional vacation days

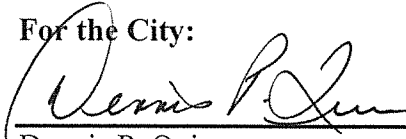
- c) This provision shall be retroactive to January 1, 2005.

#### **8) DEFIBRILLATORS**


In consideration of the foregoing and of the benefits conferred upon the general public, the Union agrees that officers will accept training and use of defibrillators both in the police station and in the police cruisers. The City agrees to meet and confer with the Union to discuss initial implementation of defibrillators and any subsequent changes in the use or application of defibrillators.

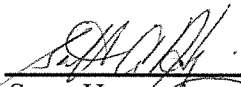
The signatories of this memorandum of agreement will use their best efforts to convince their respective parties to ratify and fund this memorandum of agreement. It is agreed that, other than Paragraph 4 (which becomes effective upon ratification), no portion of this memorandum of agreement will be effective unless ratified and funded.

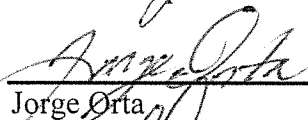
**For the City:**


  
Dennis P. Quinn  
10/11/05  
Date

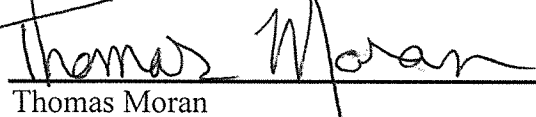
**For the Massachusetts Coalition Of Police, Local 161, AFL-CIO:**


  
Gerard Corbett  
10/5/05  
Date


  
Scott Hovsepian  
10/5/05  
Date

  
Jorge Orta  
10-5-05  
Date

  
Anthony Conran  
10-6-5  
Date

  
Thomas Moran  
10-5-05  
Date

  
Robert Atienko  
10/5/05  
Date

  
Steven McCarthy  
10 05 05  
Date

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF WALTHAM  
AND  
LOCAL 161, MASSACHUSETTS COALITION OF POLICE,  
AFL-CIO  
(PATROL OFFICERS)  
JULY 1, 2003 TO JUNE 30, 2004**

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Witness this Agreement made this      day of                      ,2004, by and between the City of Waltham, a Municipal Corporation and Local 161, Massachusetts Coalition of Police, Local 161, AFL-CIO.

## **ARTICLE I**

### **DEFINITIONS**

As used in this agreement, the following terms shall be interpreted as hereinafter set forth:

<b>CITY</b>	The City of Waltham, a Municipal Corporation
<b>UNION</b>	Local 161, Massachusetts Coalition of Police, AFL-CIO
<b>STATUTE</b>	M.G.L. Chapter 150E
<b>CHIEF</b>	Chief of Police and/or his designee.
<b>OFFICER</b>	All patrol officers of the Waltham Police Department, exclusive of the Chief, Deputy Chief and all Ranking Officers.
<b>UNIT</b>	That group of City of Waltham Employees, consisting of all patrol officers of the Waltham Police Department, exclusive of the Chief, Deputy Chief and all Ranking Officers.
<b>UNION OFFICERS</b>	Members of the UNION who have been duly selected by the UNION membership, to respective offices.
<b>BARGAINING COMMITTEE</b>	A group of members of the UNION who have been selected by the membership, in accordance with the STATUTE, to bargain collectively with the CITY.
<b>GRIEVANCE COMMITTEE</b>	A group of members of the UNION who have been selected by the membership, in accordance with the STATUTE to serve as the GRIEVANCE COMMITTEE.
<b>COMMITTEES</b>	The BARGAINING COMMITTEE and/or the GRIEVANCE COMMITTEE.

<b>PARTIES</b>	The CITY and the UNION
<b>DEPARTMENT</b>	The Waltham Police Department established in accordance with Chapter 14 of the Waltham City Ordinance.
<b>RANKING OFFICERS</b>	All members of the DEPARTMENT who are Sergeants, Lieutenants, Captains, Deputy Chief and Chief.
<b>DAYS</b>	Calendar Days
<b>YEAR</b>	Calendar Year

## **ARTICLE II**

### **RECOGNITION**

- 2.1 The UNION is recognized by the CITY in accordance with provisions of the STATUTE as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all members of the UNIT.
- 2.2 The UNION recognizes the CITY as an Equal Employment Opportunity Employer.
- 2.3 Each OFFICER shall comply with the Department's Sexual Harassment Policy and shall sign a document containing the Department's policy on sexual harassment.

## **ARTICLE III**

### **PURPOSE**

- 3.1 The purpose and intent of the PARTIES in executing this Agreement is to continue their harmonious relations, to promote mutual cooperation and understanding concerning rates of pay, hours and conditions of employment under which OFFICERS perform their duties, all with a goal toward securing harmony and good will between the CITY and members of the DEPARTMENT.
- 3.2 It is recognized that by granting these benefits, the CITY is adding greatly to its cost of operation and this Agreement is made with the understanding that the

UNION and the members of the UNIT will cooperate with the CITY in promoting efficient police services. It is further recognized that the successful operation of the DEPARTMENT can be assured only through the cooperation of the PARTIES.

#### **ARTICLE IV**

##### **TERM OF AGREEMENT**

- 4.1 The term of this agreement shall commence with the first (1st) day of July, 2003, and end at midnight of the thirtieth (30th) day of June, 2004.
- 4.2 By mutual consent, evidenced by written agreement duly executed by the PARTIES, this Agreement may be modified or changed by adding new provisions during the term of the Agreement.
- 4.3 Prior to the expiration of this Agreement, the PARTIES shall review its content for the purpose of establishing a renewal agreement to become effective July 1, 2004.
- 4.4 In the event a new contract is not executed on or before July 1, 2004, all terms, provisions and conditions herein contained shall remain in full force and effect until such new contract has in fact been executed.

#### **ARTICLE V**

##### **TOURS OF DUTY**

- 5.1 Regular and overlapping Tours of Duty are established on the basis of four (4) days on duty followed by two (2) days off duty.
- 5.2 There shall be three (3) regular and three (3) overlapping tours of duty as follows:

- a. **REGULAR TOURS**

- 1. Day Shift 7:45 a.m. to 4:00 p.m.
- 2. First Half  
NIGHT SHIFT 3:45 p.m. to 12:00 midnight

3. Last Half  
NIGHT SHIFT 11:45 p.m. to 8:00 a.m.

b. **OVERLAPPING TOURS**

1. Day Shift 6:45 a.m. to 3:00 p.m.
2. First Half  
NIGHT SHIFT 2:45 p.m. to 11:00 p.m.
3. Last Half  
NIGHT SHIFT 10:45 p.m. to 7:00 a.m.

- 5.3 Each OFFICER assigned to a regular/overlapping tour of duty shall be entitled to fifteen (15) minutes of personal relief each day. Such fifteen (15) minutes shall not be considered as working time.
- 5.4 Tours of DUTY of OFFICERS in special units shall be scheduled on the basis of eight (8) hours of work per day. The assigned hours of such tours may be different from the regular tours of duty but shall at all times be subject to approval of the CHIEF.
- 5.5 Shift assignments within the Patrol Division shall be on the basis of DEPARTMENTAL seniority. Seniority within the DEPARTMENT shall commence on the date of appointment as a regular full-time member of the DEPARTMENT. In the event of more than one appointment occurring on the same date, seniority shall be determined by the marks achieved in the Civil Service Examination.
- 5.6 Work shifts for the night shifts shall be on a rotating basis as follows: LAST HALF, FIRST HALF, LAST HALF, FIRST HALF, OFF, OFF then repeated.
- 5.7 In the event of a change in the regular assignment of an OFFICER, he/she shall be given a notice of no less than 48 hours. Such notice must be given personally to the OFFICER either by the Assignments Officer or the Officer in Charge.
- 5.8 Assignment to overlapping shifts shall be on the basis of seniority, except for one overlap car, which shall be assigned by management.
- 5.9 Two one-man cruisers will be assigned to each overlapping shift.

**ARTICLE VI**  
**COMPENSATION**

**6.1 Regular Compensation**

For purposes of this contract, an OFFICER'S Regular Compensation shall be determined to be that compensation to which he/she, under the terms of this contract, is entitled to receive, and shall include Base Compensation, as set forth in Section 6.2, Educational Compensation, as set forth in Section 6.3, Longevity Compensation, as set forth in Section 6.4, Night Differential Compensation, as set forth in Section 6.5, Detective/Photographic Compensation, as set forth in Section 6.6, and all other compensation within the meaning of "Regular Compensation" as defined under the Fair Labor Standards Act.

**6.2 Base Compensation**

An annual weapons allowance, in the amount of \$1020, shall be added to the base compensation of each officer. The weapons allowance is added to the base compensation after the applicable percentage increase has been applied.

Base Compensation for OFFICERS, including the annual weapons allowance, shall be as follows:

DATE	INCREASE	ENTRY	6 MONTHS	1 YEAR	18 MONS.
7/1/03	2% + \$1020	39,918	41,114	41,921	42,414

**6.3 Educational Compensation**

- a. In accordance with the provisions of General Laws, Chapter 41, Sec. 108L, each OFFICER shall receive increases to his regular Compensation for educational semester credits and degrees earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools, or by the Board of Higher Education.
- b. Semester credits may be accumulated in the following manner:

- (1) one (1) point for each semester hour credit earned toward a baccalaureate or an associate degree;
  - (2) sixty (60) points for an associate degree;
  - (3) one hundred and twenty (120) points for a baccalaureate degree;
  - (4) one hundred and fifty (150) points for a degree of master, or for a degree in law.
- c. Percentage increases to an OFFICER'S Combined Base Compensation, (6.2), Longevity Compensation (6.4), Night Differential (6.5), and Detective Compensation (6.6) for credits accumulated shall be in the following manner:
- (1) For each OFFICER who was enrolled prior to the issuance of the 1976 Certification List for the Board of Higher Education of the Commonwealth of Massachusetts, and whose name appears on said list:
    - (a) 0 points to 9 points = none
    - (b) 10 points to 24 points = 3%
    - (c) 25 points to 39 points = 6%
    - (d) 40 points to 59 points = 10%
    - (e) 60 points to 119 points = 15%
    - (f) 120 points to 149 points = 20%
    - (g) 150 points and over. = 30%
  - (2) For each OFFICER who has enrolled subsequent to the issuance of the 1976 Certification List from the Board of Higher Education and whose name does not appear on the list:
    - (a) Associate Degree = 10%
    - (b) Baccalaureate Degree = 20%
    - (c) Master's Degree = 25%

The degrees mentioned in this Sec. 2 shall be restricted to the field of Law Enforcement.

- d. In the event that General Laws, Chapter 41, Section 108L, shall be repealed or amended in such a manner as to provide that the CITY shall pay more than fifty (50%) percent of the cost, all OFFICERS shall continue to receive the Regular Compensation to which he/she was entitled and was receiving in accordance with this Article, and the CITY shall pay the entire amount.

#### 6.4 Longevity Compensation

- a. Each OFFICER shall receive Longevity Compensation upon the completion of each 5 years of service beginning with his/her 10th year of service. Percentage increase to each OFFICER'S Regular Compensation shall be in accordance with the following schedule:

1.	Commencement of employment through 10th year	none
2.	Commencement of 11 <sup>th</sup> year through 15th year	7.5%
3.	Commencement of 16th year through 20th year	8.5%
4.	Commencement of 21st year through 25th year	9.5%
5.	Commencement of 26th year and over	10.5%

- b. If any OFFICER shall complete his/her 10th, 15th, 20<sup>th</sup>, or 25th year of service at any time during the calendar year, such employee shall be entitled to the longevity increment according to 2, 3, 4, 5 herein above.

In all cases, such increment shall be paid during the month of December.

- c. If, during the term of any calendar year, an OFFICER would have completed a year for which he/she would have been entitled to longevity, but was unable to do so because of death, physical incapacity, or operation of law, then he/she shall be deemed to have completed such term on the day preceding his/her final termination of service. In all such instances, such increment shall be deemed to have been earned on the day preceding his/her final separation from service.
- d. Creditable service pursuant to General Laws, Chapter 32, Section 4, and accrued as an employee of the CITY of Waltham shall be included in computing longevity.

#### **6.5 Night Differential Compensation**

- a. An OFFICER who is permanently assigned to duty on either the first half night shift, or the last half night shift, shall receive additional compensation in the amount of six and one-half percent (6.5%) of his/her then Regular Compensation.
- b. An OFFICER whose Regular Tour of Duty encompasses five (5) or more hours between the hours of 3:45 P.M. of one day and 8:30 A.M. of the next, shall be entitled to receive Night Differential Compensation.

#### **6.6 Specialty Compensation**

- a. An OFFICER assigned as a Field Training Officer (FTO) shall receive additional compensation at a rate equal to five percent (5%) of his/her then Base Compensation.

This additional compensation shall continue only while the OFFICER is performing such duties.

- b. The twenty-five (25) most senior OFFICERS shall receive additional compensation at a rate of six percent (6%) of his/her then BASE Compensation. The most senior officer is defined as the OFFICER with the lowest badge number.



## **6.7 Overtime Compensation**

- a. Overtime shall be defined as all hours worked in addition to the OFFICER'S regularly scheduled tours-of-duty.
- b. All overtime compensation shall be at the rate of one and one half (1 1/2) times the regular compensation and shall be computed on the basis of one fortieth (1/40th) of the weekly compensation.
- c. Any position or assignment filled on an overtime basis shall be filled by an OFFICER of a rank that would normally occupy that position, if possible.

## **6.8 Detail Assignments**

- a. Regular detail rates shall be set at \$33.00 per hour, except for those details paid directly from City funds which are not reimbursable from any source. On those City details the rate shall be equal to the overtime rate, as specified in Article VI, Section 6.7b.
- b. Any OFFICER who works a detail where liquor is present shall receive four (\$4.00) dollars per hour above the regular detail rate.
- c. A minimum of three (3) hours compensation, at the applicable rate, shall be paid to each officer assigned to a detail, whether or not he/she works three (3) hours, except for those details designated as "construction" or "road jobs," which shall be compensated in four-hour blocks. Effective October 14, 1997, on such a "construction" or "road job," working fifteen (15) minutes beyond the end of one block shall require compensation of an additional four-hour block. City work shall be exempt from the four (4) hour minimum.
- d. On all details where there are four (4) or more OFFICERS assigned and one OFFICER is assigned as the OFFICER-IN-CHARGE of the detail, he/she shall be paid at his/her regular detail rate, plus an additional ten dollars (\$10.00).
- e. Overtime and detail assignments, including those details to be handled by detective personnel only, shall be at the discretion of the CHIEF, who shall exercise such discretion reasonably and equitably.

## 6.9 Strike Detail Assignment

Strike detail rates shall be set at the regular detail rate, plus an additional ten dollars (\$10.00) for each hour worked. There shall be a minimum of two (2) OFFICERS assigned to any strike detail or labor dispute detail unless otherwise directed by the CHIEF. For purposes of this section, a "strike detail or labor dispute detail" shall mean any detail where persons are engaging in a strike, lockout, picketing or other such activities concerning any type of workplace dispute.

## 6.10 Christmas/New Year Detail Assignments

Effective October 14, 1997, Christmas Eve and New Year's Eve detail rates shall be set at double the hourly detail rate. These rates shall apply from 6:00 P.M. on Christmas and New Year's Eves until 6:00 P.M. on Christmas and New Year's Days.

- a. Any detail performed on the State Highway System (including ramps), while performing such details for the state, shall be compensated at the state police detail rate.

## 6.11 Right of First Refusal

The City shall not assign bargaining unit work, including paid details, to Reserve, Special, Provisional or other part-time employees without first offering said work to a reasonable number of OFFICERS. Failure of bargaining unit members to accept such work assignments shall authorize the City to utilize Reserve Officers for said work assignments.

## 6.12 Court Time

- a. An OFFICER who appears in any court as a result of his/her status as an OFFICER, except when the OFFICER is appearing as a defendant in a criminal case, shall be covered by the court time provisions of Subsection c, below.
- b. Any OFFICER who attends as a witness or in another capacity for or on behalf of the Commonwealth or the City in a criminal or other matter or before any grand jury proceeding, or in conference with the District Attorney or Assistant District Attorney, or at any pretrial court conference or any other related hearing or proceeding, or who is required or requested by a city or county, state or the Federal Government or any subdivision or agency of any of the foregoing to attend or appear before any administrative or quasijudicial body thereof, or who attends as a witness or in another capacity for or on behalf of the government of the United States, the Commonwealth or the city in a criminal or other matter before a federal grand jury proceeding or a U.S. Commissioner, or in conference with a U.S. Attorney or Assistant U.S. Attorney, or at any Federal Court pretrial conference or any other related hearing or proceeding, shall be covered by the court time provisions of Subsection c, below.

- c. In the event of an OFFICER'S attendance at any of the places outlined in Subsections a and b of this section, he/she shall be compensated by overtime compensation for a minimum of three (3) hours pay for such appearance in accordance with General Laws, Chapter 262, Section 53c.
- d. Superior Court. Notwithstanding the provisions of Section 6.12, above, any OFFICER appearing in Superior Court or any court other than Waltham District Court, shall receive a minimum of four hours overtime compensation. In addition to all other compensation and benefits received under the provisions of this Agreement, any officer appearing in Superior Court or any court other than Waltham District Court shall receive one (1) additional hour of travel pay at his/her overtime rate of compensation for each day so appearing.
- e. Court Cancellation. An OFFICER who is scheduled for court must be given notice by 4:00 P.M. the previous day for any case which is cancelled or to be continued to another date. Such notice must be given personally by either the Assignments Officer or the Officer in Charge. Failure to give said notice shall entitle the OFFICER to receive the compensation for court appearance that he/she would have received if he/she actually had appeared in court as scheduled, exclusive of the one hour travel time.
- f. Early Release for Court. On a short day, an OFFICER shall be excused from duty four hours prior to the completion of his/her last half work shift for the purpose of attending court under this Section 6.12. Down to a shift manning level of one below the then established minimum of patrol officers, this early release shall be at the discretion of the officer in charge, with such release not to be unreasonably withheld. In the event the officer is not excused on the last half, he/she may return for the following shift (first half) 4 hours late. This, too, is at the discretion of the officers in charge, keeping in mind the minimum of one below the then established minimum.
- g. All officers shall appear at all clerk magistrates hearings and be compensated for said appearance as outlined by the provisions of this contract.

**6.13 Compensatory Time Off**

- a. For the purpose of this contract, Compensatory Time Off shall be considered as such off-duty-time as may be elected by an OFFICER, in lieu of payment to him/her of overtime pay that is due him/her.
  - b. An OFFICER may, at his/her own option, opt to take compensatory time off, in lieu of receipt of overtime Compensation.
  - c. An OFFICER may accumulate Compensatory Time Off. Such accumulation shall not exceed 320 hours of working time, 480 hours of Compensatory Time Off.
  - d. Compensatory Time Off shall be at the same rate as Overtime Compensation; i.e., one (1) hour of overtime duty shall be equal to 1 1/2 hours of Compensatory Time Off.
  - e. An OFFICER may request and shall receive Compensatory Time Off that is due him/her, at any time during his/her term of employment, provided:
    - 1. Reasonable notice of such request is given by the OFFICER to the CHIEF.
    - 2. The granting of the request, at the time so requested, will not, in the opinion of the CHIEF, unduly disrupt the operation of the agency.
  - f. Any Compensatory Time Off accrued by an OFFICER which is due him/her at the time of his/her retirement shall be paid to him in monies, based upon:
    - 1. His/Her rate at time of retirement
    - OR
    - 2. Average of his/her rate over prior immediate three (3) years, whichever is higher.
  - g. Time owed compensation may be taken in four hour-blocks. Said four hours may be used for the first four hours or the last four hours of the shift.
- 6.14 Any member called back to duty before commencement of his/her shift, or after completion of his/her shift, shall be compensated at a minimum of three (3) hours at his/her overtime rate.

#### **6.15 Honor Guard**

All officers in the Honor Guard shall be compensated at three (3) hours overtime compensation, except when performing this function during a regularly scheduled shift for the burial of a Waltham Police Officer (active or retired).

All Honor Guard members, if on duty, shall be permitted to attend post ceremonial activities.

### **ARTICLE VII**

#### **[NUMBERING ONLY RESERVED]**

### **ARTICLE VIII**

#### **VACATIONS**

- 8.1 Vacations with payment of Regular Compensation shall annually be allowed according to the following schedule:
- a. Each OFFICER who, during the year, will have completed less than six months of service, shall receive a vacation with pay at the discretion of, and for a period of time to be determined by, the CHIEF.
  - b. Each OFFICER, who during the calendar year has or will have completed at least 6 months of service, but less than one year, shall receive at least 5 working days of vacation, 4 of which shall be working days and 1 of which shall be a personal day, with additional vacation with pay to be granted at the discretion of and for a period of time to be determined by the CHIEF.
  - c. Each OFFICER who, during the year has, or will have completed at least one (1) year of service, but less than five (5) years, shall receive ten (10) working days of vacation.
  - d. Each OFFICER who, during the year has, or will have completed at least five (5) years of service, but less than ten (10) years, shall receive fifteen (15) working days of vacation.
  - e. Each OFFICER who, during the year has, or will have completed at least ten (10) years of service, but less than fifteen (15) years, shall receive twenty (20) working days of vacation.

- f. Each OFFICER who, during the year has, or will have completed at least fifteen (15) years of service, but less than twenty (20) years, shall receive twenty-five (25) working days of vacation.
  - g. Each OFFICER who, during the calendar year has, or will have completed at least twenty (20) years of service shall receive thirty (30) working days of vacation.
- 8.2
- a. The vacation year shall run from January 1 of each year until December 31.
  - b. Each OFFICER shall take his/her vacation during the year, excepting as hereinafter provided in "c".
  - c. Up to fifteen (15) days of vacation may be carried over to be taken during the following vacation period.
- 8.3
- In the event an OFFICER works a last half night shift immediately prior to the commencement of his/her vacation, he/she shall be entitled to one (1) extra day of said vacation. Under no circumstances, however, shall an OFFICER be entitled to more than one (1) extra day of vacation per year.
- 8.4
- Assignment and allocation of vacation days shall be at the discretion of the CHIEF. In making such assignments and allocations, the Chief shall give preference according to seniority of an OFFICER to choose the time of his vacation.
- 8.5
- Vacations shall be chosen on the basis of seniority. For single vacation days only, seniority will prevail provided the senior employee gives at least fourteen days notice.
- 8.6
- a. All vacation rights arising out of creditable service accumulated in any department of the CITY shall be transferred by an OFFICER to and/or from any other department.
  - b. Creditable service pursuant to General Laws, Chapter 32, Section 4, and accrued by an OFFICER as an employee of the City of Waltham shall be included in computing vacations.

## ARTICLE IX

### HOLIDAYS

- 9.1 The following days are considered to be holidays:

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

- 9.2 Holiday pay shall be paid on a basis of one-fourth (1/4) of the employee's regular compensation, which regular compensation shall include additional compensation as described in Article 6 above.

- 9.3 Any employee who is required to serve all or any part of a shift which falls upon Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, or Labor Day shall be given an additional one-half (1/2) day's pay. Such one-half (1/2) day's pay shall be calculated and paid as one-half (1/2) of one-fourth (1/4) of the employee's regular weekly compensation. An employee's regular weekly compensation shall include compensation as described in Article 6 above.

- 9.4 Any employee whose regular schedule requires that employee to serve all or part of two or three different shifts, each of which falls upon any one of those holidays specified in Section 9.3 shall be entitled to additional compensation as described and calculated in Section 9.3 above for each shift.

- 9.5 [Numbering Only Reserved]

- 9.6 It is not the intent of the terms and conditions of Sections 9.3 through 9.5 to provide this additional compensation for extensions of regular shifts that fall within the twenty-four hour period of each eligible holiday.

- 9.7 [Numbering Only Reserved]

- 9.8 Officers may, in lieu of cash holiday compensation, elect to receive compensatory time owed for up to five (5) holidays in a year. This time owed is not to be considered time owed within the meaning of the Fair Labor Standards Act. Officers may carry over from year to year up to five holiday compensatory days but may not at any time have accrued more than five (5) such days.

Only upon an officer's death or permanent disability may he/she or his/her estate receive cash compensation for these days. In that event, such compensation will be at the officer's then current rate of pay.

## **ARTICLE X**

### **LEAVE OF ABSENCE**

#### **10.1 Leave for Union Business**

- a. A Leave for Union Business, for the purposes of this contract, shall be considered as a day during which an OFFICER is assigned to perform regular tour-of-duty, in accordance with the provisions of Article V and because of Union activities, as herein set forth, he is unable to perform such duties.
- b. For purposes of this contract, an OFFICER, while on Leave for UNION business, shall receive the Regular Compensation, as defined in Section 6.1, to which he/she is entitled at the time.
- c. UNION representatives shall be granted leave for UNION Business for the purpose of investigating and processing grievances, including arbitration, attend negotiation meetings, Union Executive Board meetings, attend conferences and generally, to conduct official UNION business.
- d. All Elected Officers shall be granted leave for Union Business as defined in Section 10.1, above, to attend the Massachusetts Coalition of Police Convention with the understanding that such convention is held in the Commonwealth of Massachusetts and for no more than 2 days.

#### **10.2 Sick Leave**

- a. Sick pay shall be granted to an OFFICER at the discretion of the CHIEF, as presently exercised.
- b. Any Officer using five (5) or fewer sick days during a year, shall be entitled to additional Personal Days as follows:
  1. An OFFICER using zero (0) sick days during a year shall be entitled to six (6) additional Personal Days during the following year;
  2. An OFFICER using one (1) sick day during a year shall be entitled to five (5) additional Personal Days during the following year;
  3. An OFFICER using two (2) sick days during a year shall be entitled to four (4) additional Personal Days during the following year;
  4. An OFFICER using three (3) sick days during a year shall be entitled to three (3) additional Personal Days during the following year;



5. An OFFICER using four (4) sick days during a year shall be entitled to two (2) additional Personal Days during the following year.
6. An OFFICER using five (5) sick days during a year shall be entitled to zero (0) additional Personal Days during the following year.

The said additional Personal Days shall not be deducted from the OFFICER'S regular days off, vacation time, nor any other benefit presently enjoyed by the OFFICER. Assignment of said additional Personal Days shall be at the discretion of the CHIEF, subject to all the provisions of Section 10.3.

In each of the foregoing instances, the additional Personal Days shall be taken during the following year and shall be subject to all the provision of Section 10.3.

- c. Any member who has not used any sick days for a period of five (5) consecutive calendar years shall be awarded five (5) additional vacation days. Individuals awarded these days shall be eligible for an additional five days after an additional five years of no sick time.

#### **10.3 Personal Day Leave**

- a. For the purpose of this contract, a Personal Day shall be considered as a day on which an OFFICER, for his own personal reasons, is excused from performing his regularly assigned tour-of-duty.
- b. Each OFFICER shall be entitled to three (3) personal days off each year. Said days must be taken during the year that they are awarded, and may not be cumulative. The said three (3) shall not be deducted from the OFFICER'S regular days off, vacation time, nor any other benefit presently enjoyed by the OFFICER.
- c. Effective December 6, 1994, three Emergency Personal Days may be taken with three hours notice, provided shift manning levels do not fall more than two men below the then established departmental minimums. This provision applies to the term of this contract only.

#### **10.4 Bereavement Leave**

- a. While on Bereavement Leave, an OFFICER shall receive the Regular Compensation to which he/she is entitled in accordance with Section 6.1.
- b. Each OFFICER shall be granted time off for deaths in their family or their spouse's family at the discretion of the CHIEF as presently exercised. For the deaths of the following relatives, an OFFICER shall be granted a minimum of four consecutive days off immediately following the death, including work days and days off; mother, father, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, nephews, nieces and first cousins.
- c. Additional days may be granted at the discretion of the CHIEF.

#### **10.5 Military Leave**

- a. For the purposes of this contract, Military Leave shall be considered as a day/days on which an OFFICER who is a member of the Armed Forces of the United States, is excused from performing his/her regularly assigned tour/tours of duty, in accordance with General Laws, Chapter 33, Section 59.
- b. Each OFFICER who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, Leave of Absence during the time of his/her annual tour of duty as a member of such reserve component, provided, however, that such leave shall not exceed seventeen (17) days.
- c. Leave without loss of regular compensation under this section shall not be deducted from sick or injured leave or vacation leave.
- d. For the purposes of this Section, "one day's leave" shall mean a twenty-four (24) hour leave of absence.

#### **10.6 Parenting Leave**

Parenting Leave without pay will be granted in accordance with and subject to General Laws Chapter 149, Section 105D, and the Family and Medical Leave Act.

#### **10.7 Return to Active Service**

In the event an officer who has been retired for five (5) years or more returns to the Waltham Police Department, for purposes of calculation of seniority under the collective bargaining agreement, the returning officer shall be treated as having a seniority date effective upon his/her restoration to active service. This shall include, but not be limited to, calculation of seniority for purposes of shift choice, vacation allotment, longevity pay

and any other benefit or privilege which is based on seniority under the collective bargaining agreement. This clause is in no way intended to affect the officer's creditable service under the retirement laws.

## **ARTICLE XI**

### **INSURANCE/INDEMNIFICATION**

#### **11.1 Hospital and Medical Insurance Coverage**

- a. Each OFFICER shall be covered by hospital and medical insurance. Said insurance shall be the Blue Cross/Blue Shield Master Medical Plan or a Health Maintenance Organization Plan.
- b. The CITY shall pay ninety-two and one-half (92.5%) percent of the OFFICER'S total premium charge, and the OFFICER shall pay seven and one-half (7.5%) percent.

Effective July 1, 1997, the City shall, in addition to the health plans already offered, also offer Tufts HMO and Delta Dental and Harvard HMO and Delta Dental. The City retains the right to substitute HMO's/Dental Packages, subject to advance notification to the City of Waltham's Health Advisory Committee. No dental plan is offered with Blue Cross.

For any employee who subscribes to a Health Maintenance Organization (HMO) plan, the employee shall pay the minimum contribution required under law, and the CITY shall pay the balance.

- c. The CITY shall withhold from the OFFICER'S compensation a sum sufficient to pay the OFFICER'S share of the premium charge.
- d. In the event that any CITY employee, or group of CITY employees, other than those covered by this Agreement, is/are granted an insurance plan or benefits greater than that which is outlined in this Section, then this Agreement shall automatically be changed to include the better plan or benefit.

#### **11.2 Life Insurance**

- a. The CITY shall provide and pay fifty (50%) percent of the premium of a life insurance policy for each OFFICER in the amount of \$10,000.00. Each OFFICER shall be allowed to purchase increased coverage above the \$10,000.00 at his/her own expense to the maximum amount allowed by law.

- b. Every OFFICER covered by this Agreement shall be eligible for funeral and burial expenses not to exceed \$2,000.00 or as more fully provided and set forth in Massachusetts General Laws Chapter 41, Section 100G, as amended.

### **11.3 Liability**

The CITY shall indemnify OFFICERS from Personal loss and expense including legal fees and costs to the extent permitted under law. No such OFFICER shall be indemnified if he/she has acted in a grossly negligent, willful or malicious manner.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### **12.1 Definition**

The term grievance shall mean any dispute concerning interpretation, application, or enforcement of this Agreement in any dispute concerning the rights, privileges, powers and/or immunities of the CITY and/or the UNION or any member thereof, concerning wages, hours or conditions of employment.

### **12.2 Grievances shall be processed in the following manner:**

#### **Step # 1 ORALLY TO COMMANDING OFFICER**

The OFFICER suffering a grievance shall present the grievance orally to the Commanding Officer under whose command he/she is serving, who shall attempt to adjust the grievance informally.

#### **Step # 2 SUBMISSION TO COMMITTEE**

If the grievance is not resolved at Step # 1, the OFFICER shall submit the grievance in writing to the GRIEVANCE COMMITTEE, who shall thereafter attempt to adjust the grievance informally. If the grievance is not valid or is unwarranted, the GRIEVANCE COMMITTEE shall so inform the OFFICER, giving its written explanatory answer within five (5) days of the meeting.

#### **Step # 3 FORMAL ADJUSTMENT**

If the grievance has not been resolved at Step # 2, the GRIEVANCE COMMITTEE shall within fifteen (15) days of its receipt present the grievance to the CHIEF, who shall

within fifteen (15) days of his receipt of the grievance meet with the GRIEVANCE COMMITTEE. If the grievance is not satisfactorily adjusted at the meeting, the CHIEF shall within fifteen (15) days of the meeting give a written explanatory answer as to his actions.

Any grievance of a general nature, affecting a large group of members, may, at the option of the GRIEVANCE COMMITTEE, be filed at Step # 3 of the grievance procedure.

#### **Step #4      SUBMISSION TO THE CITY**

If the grievance is not resolved at Step #3, within thirty (30) days of its submission to the CHIEF, the grievance shall be submitted to the CITY. A meeting between the MAYOR and the GRIEVANCE COMMITTEE shall be held within fifteen (15) days after referral to the CITY. If the grievance is not satisfactorily adjusted at this meeting, the CITY shall give its answer or reason within fifteen (15) days of the meeting.

#### **STEP #5- SUBMISSION TO ARBITRATION**

If the grievance has not been resolved at Step #4, within thirty (30) days of receipt of the City's Step #4 response, or within sixty (60) days of its submission to the CITY at Step #4, the UNION and only the UNION by vote of its members, may, through the GRIEVANCE COMMITTEE, submit the grievance to arbitration, with written notice to be given to the CITY, by delivery in hand, or by registered mail, addressed to the City Solicitor of the City of Waltham.

The arbitrator shall be selected by mutual agreement of the CITY and the GRIEVANCE COMMITTEE. If, in any instance, the PARTIES shall fail to agree upon the selection of an arbitrator, then either PARTY may request the American Arbitration Association to appoint a person who shall serve as an arbitrator. Such hearing shall be conducted in accordance with the rules of the American Arbitration Association.

#### **12.3    Manner of Submission of Grievance**

- a.      A Grievance shall be submitted orally by the OFFICER in Step #1.
- b.      In all further Steps, the grievance shall be submitted in writing, by the GRIEVANCE COMMITTEE.

#### **12.4 Time Limits**

- a. A Grievance shall be filed at Step #1 within thirty (30) days after knowledge or reason to know of the occurrence, or failure of occurrence, of the incident upon which the grievance is based.
- b. A grievance not appealed to any next step within 15 days, or to arbitration within prescribed time limits, shall be deemed settled.
- c. No incident that occurred, or failed to occur, prior to the effective date of the acceptance of these Grievance Procedures, shall be the subject of any grievances or arbitration hereunder.

#### **12.5 Rights/Records/Decision**

- a. It shall be the duty of the GRIEVANCE COMMITTEE to assure that no OFFICER be discriminated against, or suffer harassment because he/she has given testimony, or taken part in any grievance procedure.
- b. The Vice President and Secretary of the UNION shall ensure that records are duly maintained of all grievance procedures.
- c. The decision of the arbitrator shall be final and binding upon the UNION and OFFICER and the CITY except that the arbitrator shall make no decision which alters, amends, adds to or detracts from the contractual agreement of the PARTIES.

### **ARTICLE XIII**

#### **POLICE OFFICER'S BILL OF RIGHTS**

- 13.1 The security of the CITY and its citizens depends, to a great extent, upon the manner in which the DEPARTMENT performs its duties. The performance of those duties involves the members of the UNIT in all manner of contacts and relationships with the public.

Out of such contacts and relationships may arise questions concerning the actions of members of the UNIT. Such questions may require investigations by SUPERIOR OFFICERS.

- 13.2 To insure that investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the UNIT, the following rules of procedure will be established.

- a. The interrogation or interview of any OFFICER shall be at a reasonable hour, preferably when the OFFICER is on duty, unless the exigencies of the investigation dictate otherwise. In the latter event, the OFFICER'S tour will be reassigned if practical.
- b. When possible, the interrogation or interview will take place at the Station.
- c. All questions directed to the OFFICER under interrogation or being interviewed shall be through no more than two (2) interrogators or investigators unless the circumstances dictate more.
- d. The OFFICER shall be informed of the nature of the investigation before any interrogation or interview begins. Sufficient information to reasonably apprise the OFFICER of the allegations will be provided. If it is known that the OFFICER being interviewed is a witness only, he/she must be so informed.
- e. The interrogation or interview shall be within a reasonable amount of time and reasonable intervals of rest will be allowed. Time shall also be provided for personal necessities, meals and phone calls.
- f. No promise of reward shall be made as an inducement to answering questions.
- g. In all cases wherein an OFFICER is to be interrogated concerning an alleged violation of DEPARTMENT'S rules and regulations, which if proven, may result in his/her dismissal, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing before being interrogated.
- h. When the investigation involves serious charges, and the OFFICER is the subject of the investigation, and not only a witness, the complete interrogation of the OFFICER shall be recorded mechanically or by a stenographer.
- i. An OFFICER shall be advised of his/her Miranda rights when required by the law.
- j. Under the circumstances described in paragraph #h when a written or recorded statement is taken, the OFFICER may, at his/her own expense, obtain a copy of said statement.
- k. In cases where the DEPARTMENT chooses to relieve an OFFICER from duty pending an investigation or other administrative determination, the following conditions will prevail, unless the OFFICER is charged and/or suspended forthwith:

- (1) The OFFICER shall remain on full salary and allowance and shall not lose any benefits for up to fourteen (14) days, or until formally charged and suspended.
- (2) Should disciplinary action result from the investigation, the OFFICER'S accumulated leave or compensatory time may be charged as a setoff.

## **ARTICLE XIV**

### **DEDUCTIONS**

#### **14.1 Union Dues**

- a. The CITY, subject to the provisions of General Laws, Chapter 180, Section 17A, shall deduct UNION dues, and/or assessments upon receipt of authorization from each OFFICER who is a member of the UNION, who shall sign a deduction form card, to be supplied by the UNION.
- b. The Secretary-Treasurer of the Union shall advise the City Treasurer, in writing, the amount to be withheld as UNION dues.

#### **14.2 Agency Fee**

- a. All provisions as to an agency fee shall be subject to and in accordance with the STATUTE.
- b. Payment of any agency service fee is a condition of employment, under this Agreement.
- c. The CITY shall deduct an agency service fee from each OFFICER who is not a member of the UNION.
- d. The Secretary-Treasurer of the UNION shall advise the City Treasurer, in writing, the amount to be withheld as a service fee.

#### **14.3 Payment by City**

The City shall, weekly, forward to the Treasurer, the deduction made during the previous week.



## **ARTICLE XV**

### **RIGHTS OF THE UNION/OFFICERS**

#### **15.1 Officer's Rights**

- a. No OFFICER may be disciplined, suspended or discharged except for just cause.
- b. No OFFICER shall suffer discrimination or harassment because of any participation in any grievance procedure.
- c. Before arbitrating a violation of Subsections a, b, and/or c, the OFFICER must elect arbitration in writing as the exclusive remedy only to the extent however as required by the STATUTE.

#### **15.2 Use of Computer**

The CITY agrees to allow the UNION to use the City's computer for UNION business, provided that it is not used for political purposes and there is no cost to the CITY.

#### **15.3 Printout**

The CITY shall, monthly, furnish the UNION OFFICERS with a computer printout of the previous month's overtime and its distribution to the OFFICERS. Under no circumstances shall the computer printout be removed from the police station by UNION OFFICERS.

#### **15.4 Legal Defense Fund**

The CITY shall pay the cost of the UNION'S Legal Defense Fund Program for each OFFICER. The CITY will issue a check made payable to the provider of the legal defense program and deliver that check to the UNION. The check will be in the amount required to provide coverage under the Legal Defense Fund Program for each OFFICER.

#### **15.5 Firearms**

The DEPARTMENT shall issue to each OFFICER a license to carry firearms, at no cost to the OFFICER.

## **15.6 Benefits and Privileges**

All benefits and privileges presently enjoyed by OFFICERS shall continue during the term of this agreement.

## **15.7 Swap Time**

- a. OFFICERS pursuing Educational Credits, in accordance with ARTICLE VI, Sec. 6.3, will have preference in swapping shifts with other officers.
- b. Swapping of shifts in all other instances, may be taken, at the discretion of the CHIEF, as presently exercised.
- c. In all instances, swap time shall be reported to the Assignment Officer who shall keep a record of the same.
- d. Repayment of swap time shall be made within one year of the date thereof.
- e. All swap time shall be solely at the option of the OFFICER and shall not affect the calculation of an OFFICER'S Compensation, pursuant to Sec. 7 (p) (3) of the Fair Labor Standards Act.

## **15.8 Specialty Jobs**

- a. All specialty jobs will be posted, bid and filled according to the posted specifications. All jobs out of patrol or that pay additional compensation shall be considered a specialty job.
- b. Temporary Jobs- Any jobs filled on a temporary basis shall not exceed a period of 90 days. After this 90 day period the position must be posted and bid immediately.

## **15.9 Residence Requirements**

All members shall reside within 30 air miles of the City from boundary to boundary within the Commonwealth of Massachusetts.

## **15.10 Training**

Any member who wishes to attend any class being offered by the Mass. Criminal Justice Training Council or any other bona fide police training source, as reasonably determined by the Chief of Police, shall be permitted to attend said class without loss of compensation or benefits. Officers, who, because of their specialties or assignment, require specialized training will be given first preference for training in the specific areas where that training is needed, in accordance with present practice. Otherwise, class

enrollment shall be on a seniority basis with no request for attendance being unreasonably denied. This shall not cost the CITY overtime.

The following shall be considered bona fide police training sources:

#### Training Schools

Any state, municipal, and college law enforcement agency or any other state, municipal, and college agency. Any private corporation offering courses. Any college, university, or high school, private or public. Any federal law enforcement agency, or any other federal agency. Any division of the armed services.

This list is not intended to be exhaustive and does not preclude other bona fide police training sources, as reasonably determined by the Chief of Police.

Effective October 14, 1997, Officers voluntarily attending department-approved training schools shall receive compensatory time owed for all hours of attendance except those falling during their regular tours of duty. The compensatory time shall be given at the rate of one and one-half hours for each hour of attendance. This provision shall not restrict the Department from changing the regularly scheduled shift of an officer attending a training school to comport with the hours of the school on the officer's work days, in accordance with present practice. Officers sent to training schools by the Department shall continue to receive overtime compensation in accordance with the current practice. The Chief retains the right to limit the number of officers receiving training.

#### 15.11 [Numbering Only Reserved]

#### 15.12 Notice of Vacation/Personal Days

The DEPARTMENT shall notify each OFFICER two times per year of his/her remaining vacation and personal days. The notice is to be given personally to each OFFICER.

### ARTICLE XVI

#### OFFICERS' BENEFITS

##### 16.1 Uniform Allowance

- a. Each OFFICER, when appointed to the DEPARTMENT, shall receive a uniform allowance of equal to the amount received by a regular patrolman.

The CITY shall pay such amount within one (1) month following the appointment of the OFFICER.

Each OFFICER who has completed one year of service on the DEPARTMENT shall receive an annual Uniform Allowance which shall be paid in the first pay period in July. The amount of the allowance shall be: \$800

#### **16.2 Replacement/Repair of Uniforms/Equipment**

- a. The CITY shall assume the cost of replacement/repair of uniforms/ equipment destroyed/damaged in the line of duty. This provision shall not be applicable in the instance wherein damage is reimbursable through the Courts or otherwise.
- b. In the event of a change in style, color, and/or type of uniform/equipment as ordered by the CHIEF and/or the CITY and to become effective on a date specified, the CITY shall advance to each OFFICER, the total cost of compliance thereto, prior to the effective date of the changes.
- c. Fur hats and turtlenecks shall be permitted to be worn on all road jobs from December 1st to March 1st.
- d. Members of the department shall be permitted to purchase and wear the blue gortex type Blauer reefer (for details).
- e. [Numbering Only Reserved]
- f. Blouse coats are eliminated from the required uniform of the DEPARTMENT and OFFICERS are not required to purchase them.
- g. Members shall be permitted to purchase and wear the blauer commando-style outer sweater provided that the members shall pay for the sweater and the procedures for wearing them shall be approved by the Chief of Police. The parties agree to form a study committee to study uniforms and equipment.

#### **16.3 Police Cruisers and Departmental Equipment**

- a. All police cruisers, both marked and unmarked, shall contain air-conditioning.
- b. Protective partitions shall be installed in each marked cruiser between the front and back seats.
- c. [Numbering Only Reserved]
- d. The CITY shall pursue a preventive maintenance and repair program for each cruiser such that each cruiser is in safe operating condition in accordance with Massachusetts Vehicle Regulations. The CITY shall keep all seats in the police cruisers in good repair.
- e. All Departmental Equipment shall be maintained in good working condition.

- f. The CITY shall provide for the installation of rain gutters on all police cruisers purchased after July 1, 1994.
- g. No OFFICER assigned to cruiser duty shall be required to wear a hat while in the cruiser or while leaving the cruiser to respond to any perceived or potential emergency.
- h. When an automatic seatbelt system becomes available in a police cruiser package, the Department shall order cruisers supplied with the same.

#### **16.4 Activity Sheets**

Every reasonable effort shall be made to eliminate the activity sheets. "Activity Sheets" shall be eliminated when the new computer is on line.

#### **16.5 Officer's Benefits**

It shall be agreed that every reasonable effort will be made to develop language to address the AIDS issue to the satisfaction of the UNION and the CITY.

### **ARTICLE XVII**

#### **LIGHT/LIMITED DUTY**

##### **17.1 Effective Date**

This new policy shall only be applicable to officers who are injured after December 6, 1994.

##### **17.2 Light/Limited Duty**

In compliance with "Injured on Duty" proposals it shall be the responsibility of the employee to immediately report to his/her supervisor any injury sustained as a result of the work of the department and further that all reports, doctors' certificates, and medical records shall be provided to the City in a timely fashion.

Any employee claiming injury leave will provide the following documentation to the Chief:

- a. Documentation of the incident causing injury.
- b. Evidence of incapacitation from a physician qualified to make such determination.

- c. Opportunity for the City to evaluate the employee at regular intervals of not less than three (3) months.
- d. Medical release relative to claimed injury to City's agent or medical provider.

Injuries and/or illnesses sustained in the performance of duty shall be handled in accordance with M.G.L. C. 41, Section 111F, except as specified in this agreement and otherwise in accordance with the practice between the parties as of the execution of this agreement.

If after missing 20 working shifts, an officer out Injured On Duty (I.O.D.) is unable to return to full duty status, then the City designated physician may examine the officer to determine his/her fitness to perform light/limited duty. Before making a determination the City physician shall consult with the officer's attending physician.

If the City designated physician and the attending physician are unable to agree concerning the officer's ability to perform light duty, the two physicians shall select a third impartial physician in the relevant specialty area, from a list of Massachusetts physicians maintained by the Massachusetts Medical Society or who are otherwise acceptable to both the City's and officer's physicians, to examine the officer and render an opinion. The cost of this examination shall be borne by the City.

Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the light/limited duty tasks specified herein below, and shall be asked to make their determination of the fitness of the examined officer to perform the specific physical requirements of each light/limited duty task. Each doctor's report shall specify which, if any, limited duty task the examined officer is not capable of performing.

The determination of the third examining physician shall be binding on all parties. If indicated, such light duty shall be effective immediately, or if it is not indicated, the officer shall continue to be carried on I.O.D. status.

In the event that an officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. If an officer cannot physically transport himself or herself to the station for light duty, the department will provide such transportation as needed. Officers on light duty will be permitted to receive required medical treatment during assigned duty hours. Officers' medical time and light duty time will not add up to more than 37.5 hours per week. The City will pay for any medical records for which there is a charge. An officer agrees to provide at least 24 hours notice of any scheduled medical appointment, except in an emergency. The officer agrees to submit a report relative to his/her treatment and the time spent thereon. The officer's work hours will be reconciled daily.

If an officer is assigned to light duty, he/she shall be assigned to his/her regular shift for such light duty. Notwithstanding the foregoing, if the officer's physician certifies in writing that the officer's recovery would be enhanced by working the day shift, then the officer will be given consideration for day shift assignment. If the written certification of the officer's physician is deemed unsatisfactory by the Chief, then the matter will be referred to the City physician who shall consult with the officer's physician. In the event of a disagreement on this issue between the two physicians, the matter will be referred to the third impartial physician for a determination.

An officer injured while on an off-duty status shall be equally eligible for light duty on a voluntary basis, subject to the approval of the officer's attending physician, and the Chief of Police, who may require an examination by a City designated physician.

An officer on I.O.D. or light duty status shall not intentionally engage in any activity detrimental to his/ her recovery as determined by his/her physician. Notwithstanding the foregoing, if such determination is deemed unsatisfactory by the City's physician, then the matter will be referred to a third impartial physician for a determination.

Limited duty assignments shall not affect the shift assignments, or shift bid possibilities, of other members. Employees shall be assigned to limited duty on the same shift as their assignment before the injury, except as provided above. Light duty assignments are not of permanent duration and shall not continue longer than one (1) year.

The City agrees that any employee who works less than a full week on light/limited duty shall be considered to be on injured on duty status for the lost time and shall be paid in accordance with M.G.L. C. 41, Section 111F.

It is understood by the parties that this provision will not be used as a means of punishment. The Chief shall not require an officer to report for light/limited duty and sit idly if there is no legitimate work available.

An officer assigned to light/limited duty shall be required to wear proper business attire. The Department will not hold employees on light duty accountable for not responding in emergency situations, if they are prevented from doing so by the injury necessitating light duty.

Light/limited duty shall include only the following tasks, as such duties would normally be performed by patrol officers in the City of Waltham:

1. Training (non-physical)
2. General clerical work
3. Crime prevention (citizen's assistance and operation ID)
4. Assist in property and evidence room
5. Computer operations
6. Other limited/light duty tasks as agreed upon by the Chief and the Union.

Disputes regarding interpretation of the application of this policy will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties, except for medical condition.

Once application for retirement is made, the employee shall return to his/her prior I.O.D. status or sick leave whichever is appropriate. If the Local Retirement Board denies his/her application, the employee shall return to modified duty only to fill the remainder of his/her one year term. (The one year term shall not include that period of time that his/her application for retirement was pending). At the end of the one year period, the employee shall return to his/her respective I.O.D or sick leave status.

## ARTICLE XVIII

### CONTRAVENTION

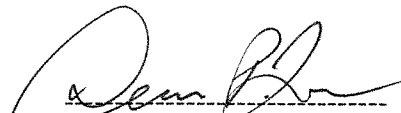
If any section(s) of this agreement should, by legislation and/or Court decision, become in contravention of the laws of the United States and/or the Commonwealth of Massachusetts, then the parties shall renegotiate such section(s) in order to eliminate the contravention. The aim of the parties during such negotiations shall be to both eliminate the contravention and to restore the parties as nearly as possible to the status as existent prior to the contravention.

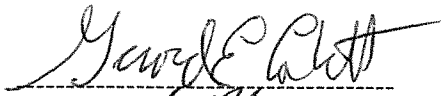
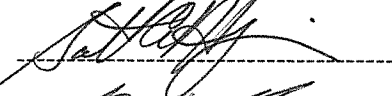
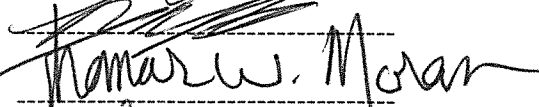
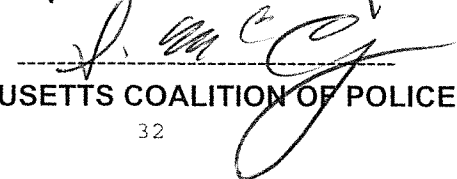
In the event of contravention, either party may give to the other a notice of its desire to so renegotiate setting forth the time. Such time for renegotiation shall be no less than 10 nor more than 20 days following receipt of this notice. If, during negotiation, compliance with such section should place either party in jeopardy of penalty or otherwise, then compliance shall be suspended until negotiations are complete.

Executed this 14th day of January 2004.5

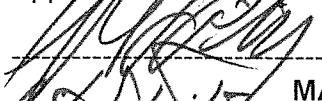
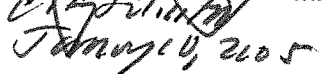
CITY OF WALTHAM

LOCAL 161, MASSACHUSETTS COALITION OF  
POLICE, AFL-CIO

  
\_\_\_\_\_  
Jeannette A. McCarthy,  
Mayor  
DENNIS P. QUINN

  
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\_\_\_\_\_  
MASSACHUSETTS COALITION OF POLICE

Approved as to form only:

  
\_\_\_\_\_  
  
January 14, 2005



**WALTHAM POLICE PATROLMAN'S UNION  
LOCAL 161**

September 23, 1997

Mr. Dennis Quinn, City Auditor  
City of Waltham  
610 Main Street  
Waltham, MA 02154

RE: Legal Defense Fund Cap

Dear Mr. Quinn:

This side letter represents an understanding between the City of Waltham and the Waltham Police Patrolmen's Union concerning the proposed increases in the current Legal Defense Fund rate.

The Patrolmen's Union and the City of Waltham agree to mutually cooperate in an effort at stabilizing the cost of the Legal Defense Fund. The Union agrees to send a letter to the Fund calling for such stabilization.

Very truly yours,

Steven Fournier, President  
Brian Lambert, Vice President  
Lorri Leonard, Secretary  
Timothy King, Asst. Secretary  
John Brooks, Treasurer  
Anthony Conran, Asst. Treasurer  
Kevin Duffy, Union Advisor

**MASSACHUSETTS COALITION OF POLICE  
WALTHAM POLICE PATROLMAN'S UNION  
LOCAL 161**

September 23, 1997

Mr. Dennis Quinn, City Auditor  
City of Waltham  
610 Main Street  
Waltham, MA 02154

RE: New Shifts

Dear Mr. Quinn:

This side letter represents an understanding between the City of Waltham and the Waltham Police Patrolmen's Union concerning the proposal to formulate a patrol shift that accomplishes the following:

- More conducive to community policing
- Healthier shift for officers
- Enhance training efforts
- Cost effective

The Patrolman's Union and the City of Waltham agree that the new shift issue will continue to be investigated and discussed separately from the bargaining taking place for the current contract. This side letter shall not be construed as a waiver of any right or provision contained in the collective bargaining agreement. The parties will continue to bargain in good faith regarding this issue.

Very truly yours,

Steven Fournier, President  
Brian Lambert, Vice President  
Lorri Leonard, Secretary  
Timothy King, Asst. Secretary  
John Brooks, Treasurer  
Anthony Conran, Asst. Treasurer  
Kevin Duffy, Union Advisor

October 1, 1991

Stephen H. Unsworth, Chief of Police  
Waltham Police Department  
Waltham, MA 02154

RE: Seat Belts

Dear Chief Unsworth:

This letter represents an understanding between the Waltham Police Department and the Massachusetts Coalition of Police, Local 161, representing Waltham patrol officers, on the issue of use of seat belts.

We believe that the realities of police work do not always facilitate the wearing of a safety restraint device. Therefore, with the exception of the specific situations covered by the department policies and procedures, we feel that the wearing of such devices is to be left to the discretion of the individual officer.

However, as public safety officers, we understand the potential benefits that an individual may receive from the constant wearing of a safety restraint device. In the context of public safety and defensive driving techniques, we support and encourage their use.

Very truly yours,  
MASS. COALITION OF POLICE,  
LOCAL 161, AFL-CIO  
By its attorney,

Alan H. Shapiro

**MASSACHUSETTS COALITION OF POLICE  
WALTHAM POLICE PATROLMAN'S UNION  
LOCAL 161**

December 28, 1998

Mr. Dennis Quinn, City Auditor  
City of Waltham  
610 Main Street  
Waltham, MA 02154

RE: Article 10.3c

Dear Mr. Quinn:

This side letter represents an understanding between the City of Waltham and the Waltham Police Patrolmen's Union concerning the continuation of the above provision in the 2003-2004 collective bargaining agreement. As the agreement states, this provision is for this agreement only and must be re-negotiated into any new agreement. It will not otherwise be part of a successor agreement unless the parties affirmatively so agree.

Very truly yours,

\_\_\_\_\_, President

December 6, 1994

Mr. John Dempsey, President  
Massachusetts Coalition of Police, Local 161  
155 Lexington Street  
Waltham, MA 02154

RE: Cadet Program

Dear Mr. Dempsey:

This side letter represents an understanding between the City and the Union concerning the proposed Cadet Program within the Waltham Police Department.

The City of Waltham and the MCOP Local 161 hereby mutually agree on the implementation of the Cadet Program as follows:

1. There will be no patrol officer layoff before all Cadets are laid off, provided the above complies with Massachusetts' civil service statutes.
2. An officer who is assigned to train a cadet shall receive additional compensation (F.T.O.) at a rate equal to five percent (5%) to his/her then base compensation. Said compensation will commence only after the cadet graduates from the academy and continue only while the officer is performing such duties. The Captain of Patrol will have sole discretion in selecting the F.T.O. There will be no tenure attached to the assignments. There will be one F.T.O. assigned per cadet. The length of the F.T.O. assignment shall be determined by the Captain of Patrol.
3. The Police Department shall not assign any detail work to cadets without first offering said work to a reasonable number of patrol officers, in accordance with Section 6.11. Failure of bargaining unit members to accept such work assignment shall authorize the City to utilize cadets for said work assignments. Cadets shall be permitted to fill in for cadets on an overtime basis, but cadets may not fill in for patrol officers.

The Police Department agrees to keep one patrol officer inside on each shift.

4. Cadets will not be counted in the shift minimum as determined by the Chief of Police.

5. The duties of the cadets shall be as follows:

Cadets shall not perform any law enforcement duties, they shall not carry arms, shall not have the power of arrest, and shall not dispatch until fully trained and certified on the dispatching system. Cadet duties shall include but are not limited to:

- File and maintain records
- Operate office machines
- Answer telephones
- Type reports
- Receive minor complaints
- Prepare routine reports
- Operate department computers
- Check on welfare of prisoners
- Perform other duties of an administrative nature.

The cadets will be allowed to work in any division within the Police Department.

6. The cadets will wear uniforms distinctively different from those worn by police officers and, if applicable, will wear badges distinctively different from those worn by police officers.

7. The Police Department agrees to increase the number of five and two assignments, from five to six and add an additional drug assignment. Four of said assignments will be by seniority and the other three to be determined by bid.

Very truly yours,

/s/ Dennis P. Quinn  
Dennis P. Quinn,  
City Auditor

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF WALTHAM  
AND  
THE WALTHAM POLICE SUPERIOR OFFICERS' UNION  
LOCAL 161A, MASSCOP AFL-CIO

WHEREAS, the City of Waltham ("City") and the Waltham Police Superior Officers' Union, Local 161A, Mass COP AFL-CIO ("Union") are parties to a collective bargaining agreement that expired on June 30, 2019;

WHEREAS, the City and the Union have negotiated in good faith, consisting of six (6) meetings between April 2019 to March 2020 and a recent telephone conversation for a full and complete successor agreement;

NOW, in full and complete resolution to all issues the City and Union agree as follows:

A. DURATION:

The successor bargaining agreement shall be effective from July 1, 2019 through June 30, 2022.

B. WAGES:

The base compensation for all bargaining unit members shall increase as follows:

- a. July 1, 2019 2% (retroactive)
- b. July 1, 2020 2% (retroactive)
- c. July 1, 2021 2%

C. DETAIL RATES:

7/1/2020 to 6/30/2021	Regular	\$58/hour
7/1/2021 to 6/30/2022	Regular	\$60/hour

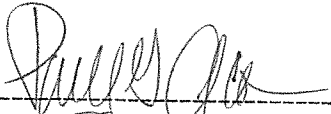
D. VACATION DAYS CARRY FORWARD

Effective December 31, 2020, the number of vacation days that may be carried over to be taken during the following vacation period is reduced from fifteen (15) days to ten (10) days.


Effective December 31, 2021, the number of vacation days that may be carried over to be taken during the following vacation period is reduced from ten (10) days to five (5) days.

WHEREFORE, the signatories to this Memorandum of Agreement will use their best efforts to convince their respective parties to ratify and fund this Agreement. No portion of this Agreement shall be effective unless ratified and funded.

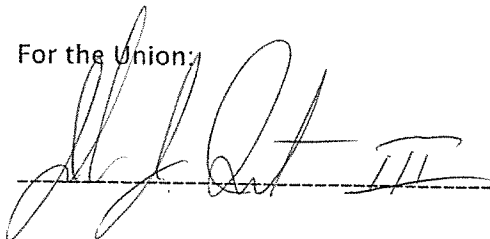
For the City:

  
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Mayor ~~DESIGNEE~~

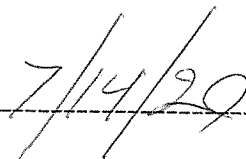
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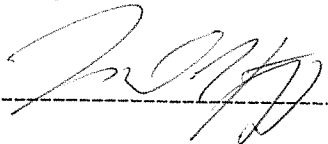
  
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For the Union:

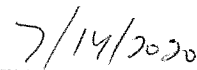
  
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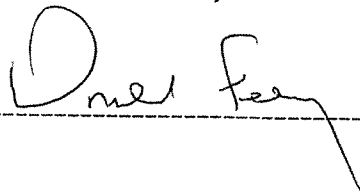
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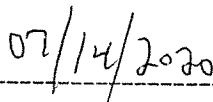
  
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Date

  
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**MEMORANDUM OF AGREEMENT**  
**between**  
**THE CITY OF WALTHAM**  
**and**  
**THE WALTHAM SUPERIOR OFFICERS UNION**  
**LOCAL 161A, MASSCOP AFL-CIO**

WHEREAS, the City of Waltham ("City") and the Waltham Superior Officers Union, Local 161A, MassCOP AFL-CIO ("Union") are parties to a collective bargaining agreement that expired on June 30, 2016;

WHEREAS, the City and the Union have negotiated in good faith consisting of 8 meetings for a full and complete successor agreement;

NOW, in full and complete resolution to all issues raised at collective bargaining for a successor agreement to the collective bargaining that expired on June 30, 2016 the City and Union agree as follows:

A. DURATION: The successor bargaining agreement shall be effective from July 1, 2016 through June 30, 2019.

B. WAGES: Effective retroactively, the base compensation for all bargaining unit members shall increase as follows:

- a. July 1, 2016    2%
- b. July 1, 2017    2%
- c. July 1, 2018    2%.

C. OTHER POST-EMPLOYMENT BENEFITS (OPEB) CONTRIBUTION: The City's OPEB liability refers to the present value of the City's cost of health insurance for retirees. This liability includes current retirees and those employees who have the right to retire at a future date (vested employees). The OPEB liability is reduced by the amount of assets the City has set aside

to date. That net amount is the unfunded OPEB liability. The OPEB liability can potentially affect a municipality's overall financial position and bond rating. As one means to begin to reduce the OPEB liability of the City, the parties have agreed to include an Article in the contract as follows:

"Commencing July 1, 2016 and each year thereafter, all members of the bargaining unit shall pay, by deduction from their paychecks, an Other Post-Employment Benefits (OPEB) payment of five dollars (\$5.00) per week, i.e. two hundred sixty dollars (\$260.00) annually into the City's OPEB Trust Fund and said OPEB payments from the bargaining unit members shall be separately accounted within the OPEB Trust Fund for Superior Officers."

In consideration for the above OPEB payments agreed to by the bargaining unit members the wage increase listed in Item B above shall be increased as follows:

- a. July 1, 2016 - one quarter (.25%) percent increase
- b. July 1, 2017 - one half (.50%) percent increase
- c. July 1, 2018 - three quarters (.75%) percent increase.

#### D. DETAIL RATE:

a. The purpose of police traffic details is to provide the safe and expeditious flow of vehicular and pedestrian traffic. Police officers assigned to the traffic detail shall utilize the traffic direction skills learned through Department training to ensure the safe and efficient flow of traffic. The police officer assigned to the traffic detail does not work for the contractor. The Chief shall issue a General Order forthwith as to the duties and responsibilities for officers with regard to details, of which all officers are required to comply including but not limited to; the use of cell phones for personal calls, standing with one's back to the traffic, not providing proper traffic control and other acts not consistent with providing professional and courteous service to the public which will not be tolerated.

No officer shall skip a meal break without first getting permission from the Chief or his designee before doing so.

- b. Effective July 1, 2016 increase the base detail rate to \$44.00 per hour.

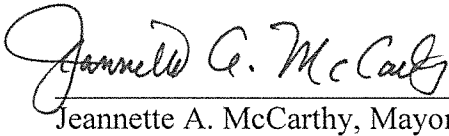
E. CLOTHING ALLOWANCE

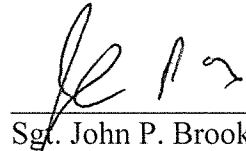
Effective July 1, 2016 increase the clothing allowance to \$1,150.

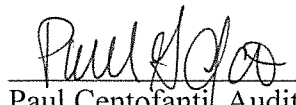
Wherefore the signatories to this Memorandum of Agreement will use their best efforts to convince their respective parties to ratify and fund this Agreement. No portion of this Agreement shall be effective unless ratified and funded.

For the City of Waltham,

For the Waltham Police Superior  
Officers Union, Local 161A  
MassCOP, AFL-CIO

 7/7/16  
Jeannette A. McCarthy, Mayor

 7/7/16  
Sgt. John P. Brooks, President  
Waltham Police Superior Officers Union  
Local 161A

 7/7/2016  
Paul Centofanti, Auditor, Mayor's  
Designee in Collective Bargaining

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF WALTHAM  
AND  
THE WALTHAM POLICE SUPERIOR  
OFFICERS ASSOCIATION,  
LOCAL 161A, MASSCOP AFL-CIO**

WHEREAS, the City of Waltham ("City") and the Waltham Police Superior Officers Association, Local 161A, MassCOP AFL-CIO ("Union") have negotiated in good faith for a full and complete settlement for a successor collective bargaining agreement;

WHEREAS, the Union filed a Petition for the exercise of jurisdiction before the Joint Labor Management Committee (JLMC) on November 14, 2012;

WHEREAS, the JLMC exercised jurisdiction over this matter by vote dated November 7, 2013 and advised all parties of said exercise of jurisdiction by letter dated November 13, 2013;

WHEREAS, the parties participated in a 3A hearing at the JLMC on April 23, 2014 at which time the JLMC ordered the parties to meet and mediate within a 30 day period;

WHEREAS, the parties met on May 1, 2014 at which time the Union and the City of Waltham Representatives discussed as follows-1.) COLA adjustment in Year 1 -.75% (.50% +.25%); Year 2-2.5%; Year 3-2.5%; 2.) a Management Incentive Compensation increase of 1% effective July 1, 2012; 3.) an educational incentive compensation equal to Quinn Bill benefits for all Superior Officers hired after 7/01/09; 4.) the use of the all-page system for filling details, excluding OIC details, shall be at the sole discretion of the Chief of Police or his designee 5.) a push back the time for signing up for details from 4 hours to 12 hours prior to the start of the shift that the detail occurs. 6.) a restriction on time owed as follows-Only one superior officer per shift may cause an overtime through use of Time Owed. This restriction shall not apply if the Department reduced the shift to minimum staffing through reassignment of personnel. Additionally, this restriction shall not apply on last half shifts when one superior officer is on vacation for a period of four or more consecutive shifts; 7.) an 18% rank differential and 8.) Limited/light duty and all were agreed to by the Mayor, the City's representatives, the Union counsel and the Union's Representatives.

WHEREAS, on May 2, 2014, Union's legal counsel called the City representative and asked for clarification on two items agreed to on May 1, 2014; time owed and calculation of management incentive for lieutenants. The City's representatives answered the questions. Then the Union counsel brought up a straight percentage for the lieutenants' management incentive, an additional item raised by the Union. The City representative asked do we have an agreement on the language items? The Union legal counsel said he would get back to him. Later in the day, on May 2, 2014, Union's legal counsel called the City representatives and verbally confirmed there was agreement on the language items. The

City's representatives verbally confirmed effective July 1, 2012, there was agreement on a percentage for lieutenants' management incentive pay versus the current dollar amount calculation. As the parties were all in agreement, the Union counsel said he would draw up the agreement and get it to the City representatives on Monday, May 5, 2014.

WHEREAS, on May 5, 2014, the written agreement never came from the Union's counsel.

WHEREAS, on May 10, 2014, the parties went back to the JLMC for mediation.

WHEREAS, the JLMC did not issue an arbitration panel for the Superior Officer's Union, but informed the parties in July of 2014 that the Waltham Patrolman's Union arbitration would proceed first.

WHEREAS, on June 3, 2015 the Waltham Patrolman's Union Arbitration decision was issued by the JLMC.

NOW, in full and complete settlement of the negotiations for a successor collective bargaining agreement for the period July 1, 2010 through June 30, 2013 and a successor collective bargaining agreement for the period July 1, 2013 through June 30, 2016, the City and Union agree:

- a. Except as specifically modified herein, all provisions of the prior collective bargaining agreement between the parties shall remain in full force and effect;
- b. The Parties agree as follows:

## **A. For the Contract Period July 1, 2010 through June 30, 2013**

### **1. Wage Increase**

Effective retroactively, the base compensation for all employees shall increase as follows;

7/1/2010	.50%
1/1/2011	.25%
7/1/2011	2.5%
7/1/2012	2.5%

### **2. Management Incentive Compensation**

Increase by 1% effective July 1, 2012 as follows Sergeants 5.2% to 6.2%; Lieutenants 4.4% to 5.4%; Captains 3.1% to 4.1%. (In essence, a change to the calculation method for lieutenants' management incentive from a dollar amount to a straight percentage, which was agreed to on May 2, 2014.)

### **3. All Page Usage**

Use of the all-page system shall be at the sole discretion of the Chief or his designee.

### **4. Detail Assignments**

Superior Officers must sign up for details 16 hours before the start of the detail.

### **5. Light/Limited duty**

City may evaluate Superior Officers on light limited duty at regular intervals.

Superior Officers out injured on duty may agree to be examined by a City designated physician before missing 20 working shifts. Superior Officers out injured on duty may volunteer to return to work on light duty before 20 shifts<sup>1</sup>.

## **B. For the Contract Period July 1, 2013 to June 30, 2016**

### **1 Wage Increases**

Effective retroactively, the base compensation for all employees shall increase as follows;

7/1/2013	2%
7/1/2014	2%
7/1/2015	2%

### **2. Hazardous Duty Pay**

a. Effective July 1, 2013, a 1% stipend applied to the base salary in effect on June 30, 2013, after its increase by the 2% cost of living adjustment.

b. Effective January 1, 2014, an additional 1% increase to the stipend applied to the base salary in effect on December 31, 2013.

c. The Hazardous Duty Stipend will be included in a Superior Officer's base for the purpose of calculating overtime and other contract benefits.

### **3. Clothing Allowance**

Increase in clothing allowance by \$100.00 effective January 1, 2014 (to be complied with by IRS regulation). (Union proposal agreed to by the City early on at the bargaining table for the first contract.)

---

<sup>1</sup> Note in Patrol decision it says weeks but it should properly read shifts.

#### 4. Educational Incentive Compensation

The provisions of Article VI, 6.3 Education Compensation shall apply to Superior Officers hired after 7/01/09.

#### 5. The 18% rank differential

The base pay scales will be adjusted to reflect an 18% rank differential effective July 1, 2010 and to be further adjusted upon the agreement and funding of the Patrol Officers' July 1, 2013-June 30, 2016 contract.

#### 6. Time Owed

Only one Superior Officer per shift may cause an overtime through use of Time Owed. This restriction shall not apply if the Department reduced the shift to minimum staffing through reassignment of personnel. Additionally, this restriction shall not apply on last half shifts when one Superior Officer is on vacation for a period of four or more consecutive shifts.

\*In reference to the first sentence; one Superior Officer may take 1st 4 hour block and another Superior Officer may take 2<sup>nd</sup> 4 hour block or One Superior Officer may take the entire 8 hour shift.

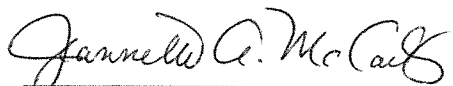
\*(As per prior agreement of current Chief, former Chief and Superior Officers' Union.)

WHEREFORE, the signatories to this Memorandum of Agreement will use their best efforts to convince their respective parties to ratify and fund this Memorandum of Agreement. It is agreed that no portion of this Memorandum of Agreement will be effective unless ratified and funded.

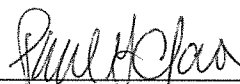
Upon successful ratification by the Union of the aforementioned Agreements and funding by the City of the aforementioned Agreements, the Union shall withdraw the filing for jurisdiction of the JLMC and, if any, any related grievances or unfair labor charges related thereto.

The City of Waltham

By:



Jeannette A. McCarthy, Mayor  
City of Waltham



Paul Centofanti, Auditor  
Mayor's Designee

Date: 6/17/15

Date: \_\_\_\_\_

Waltham Police Superior Officers Association,  
Local 161A, MassCOP AFL-CIO  
By its lawful representative;

Sgt. John Brooks #3  
Sgt. John Brooks, President

Date: 6/17/15

JAM

(JAM)

plh



**MEMORANDUM OF AGREEMENT**  
**COLLECTIVE BARGAINING AGREEMENT**  
**7/1/07 – 6/30/010**  
**CITY OF WALTHAM**  
**(SUPERIOR OFFICERS)**

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the current agreement, the City of Waltham (City) and the (Union) hereby agrees as follows. Except as specifically modified herein, all provisions of the prior collective bargaining agreement between the parties shall remain in full force and effect:

**1) DETAIL RATES**

- a. the regular detail rate shall increase by \$1 per hour for each year of the contract beginning July 1, 2007,
- b. the detail rate where liquor is present shall be \$6 per hour above the regular detail rate.
- c. the strike/labor dispute detail rate shall be \$12 per hour above the regular detail rate.
- d. The detail rate for super holidays shall be in place. (6pm to Midnight.)

**2. Contract Language**

Contract wording will be adding to indicate an officer may use vacation, personal, time owed and holiday time earned in 1, 2, 4, or 8 hour increments.

- 3. Longevity payment will be process the Wednesday before Thanksgiving
- 4. The Union agrees to the attached Anti-Nepotism Policy

(subject to final review and approval as to form by the City's Law Department)

The signatories of this memorandum of agreement will use their best efforts to convince their respective parties to ratify and fund this memorandum of agreement. It is agreed that, other than Paragraph 4 (which becomes effective upon ratification), no portion of this memorandum of agreement will be effective unless ratified and funded.

**For the City:**

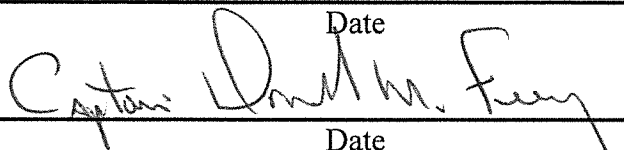


Dennis P. Quinn

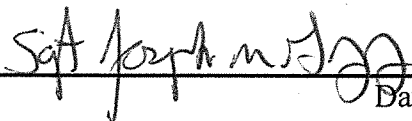
6/30/09

Date

Superior Officers

 Date 6/30/09

Date

 Date 06/30/09

Date

\_\_\_\_\_

Date

## **POLICE DEPARTMENT ANTI-NEPOTISM POLICY**

### **I. PURPOSE AND SCOPE:**

It is the policy of the City of Waltham not to discriminate in its employment and personnel actions with respect to employees and applicants on the basis of marital or familial status. Notwithstanding this policy, the City of Waltham retains the right to refuse to hire or appoint a person, where the family members would be in the same department or division and where their familial and supervisory relationship has the potential for creating an adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The Department Head shall have the authority and responsibility for determining if such a potential for adverse impact does or does not exist.

### **II. ACTIONS:**

All current supervisory relationships involving family members shall be reviewed by the Department Head in conformance with this policy. Where the Department Head is one of the family members, the Personnel Director shall review the supervisory relationship to determine whether it has created or has the potential to create an adverse impact as set forth above. In all situations, the Department Head's determination that an adverse impact does or does not exist regarding an existing supervisory relationship or a new hire or appointment shall be reviewed by the Personnel Director prior to any employment action taking place. If the Personnel Director concludes, contrary to the Department Head's determination, that an adverse impact would occur, the Department Head and Mayor shall be notified.

### **III. APPLICABILITY:**

This policy applies to individuals who are related by blood, marriage or adoption and includes the following relationships: spouse, child, step-children, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and cousin. A spouse is a partner in marriage as defined by Massachusetts' Law. In implementing this policy, it is lawful to ask an applicant to state whether he or she has a spouse or relative as defined in this policy who is presently employed by the City, but such information may not be used as a basis for an employment decision except as stated herein.

This policy shall apply to all appointments to Ordinance positions in the City service. It shall also apply to appointments of extra help employees and contract

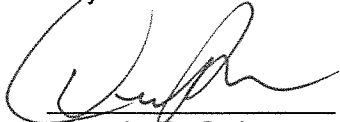
employees when the expected duration of the appointment is in excess of 80 hours in a fiscal year.

For purposes of this policy, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, if, in connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

#### IV. PROCEDURES:

The City and the Union agree that situations involving family members in a supervisory relationship are covered not just by this policy, but by G.L. c. 268A, § 23. The Union agrees that if the Police Chief has evidence that the existence of a familial relationship causes or has caused an adverse impact on supervision, safety, security or morale of the department, or involves a potential conflict of interest under this policy, state law or department rules and regulations, the Chief will meet with the Union and the individuals involved to present such evidence and to discuss solution to the problem. The Police Chief retains the right to reassign the lower ranking individual, subject to the terms of the collective bargaining agreement between the City and the Union.

City of Waltham



Dennis P. Quinn

Mayor's Designee

Dated: 6/30/09

Superior Officers

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Approved as to form:  
Law Department

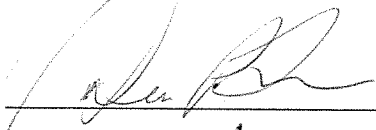
## SIDE LETTER AGREEMENT

In partial settlement of a collective bargaining agreement to succeed the 2004-2007 collective bargaining agreement (hereinafter "Collective Bargaining Agreement") between the City of Waltham (hereinafter "Employer") and Local 161A, Massachusetts Coalition Of Police, AFL-CIO (hereinafter "Union"), have agreed as follows:

1. To incorporate into the Collective Bargaining Agreement City Ordinance 17-26 ("Construction affecting public ways; police details").
2. To incorporate into the Collective Bargaining Agreement the Rules and Regulations of the Waltham Police Department pertaining to paid details.
3. In the event of a conflict between the above-cited City Ordinance or the above-cited Rules and Regulations and any provision of the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.
4. Following the conclusion of negotiations for a successor collective bargaining agreement, the terms of this Side Letter Agreement shall be integrated into such successor collective bargaining agreement.

CITY OF WALTHAM

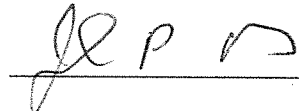
By:



Dated: 10/1/08

LOCAL 161A, MCOP

By:



Dated: 10-1-09

SUPERIOR'S

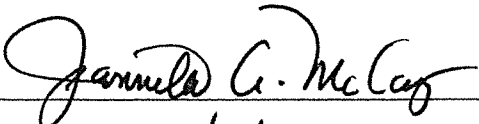
## SIDE LETTER AGREEMENT

In partial settlement of a collective bargaining agreement to succeed the 2004-2007 collective bargaining agreement between the City of Waltham (hereinafter "Employer") and the MCOP LOCAL 161A, AFL-CIO (hereinafter "Union"), have agreed as follows:

1. To accept the health insurance, wage and salary, and all other provisions contained in the attached document, entitled "Confidential - Collective Bargaining Document."
2. Benefits, deductibles, co-payments, and coinsurance for the Blue Care Elect Preferred plan shall be as described in the attached document, entitled "Benefit Comparison - City of Waltham," except that the Rehabilitation Hospital in-network benefit shall be changed from sixty (60) to one hundred (100) days.
3. The Employer shall continue to offer Delta Dental Premier to HMO subscribers without employee premium contribution.
4. This Side Letter Agreement shall become effective in accordance with the provisions in the attached "Confidential - Collective Bargaining Document."
5. Following or concurrent with ratification of this Side Letter Agreement, the Employer and the Union will negotiate a successor collective bargaining agreement for the period July 1, 2007 - June 30, 2010 with the understanding that all matters pertaining to health insurance and general wage increases have been negotiated pursuant to this Side Letter Agreement and that neither party shall be required to negotiate over either of these issues in reaching a successor collective bargaining agreement.
6. Following the conclusion of negotiations for a successor collective bargaining agreement, the terms of this Side Letter Agreement shall be integrated into such successor collective bargaining agreement.

CITY OF WALTHAM

By:

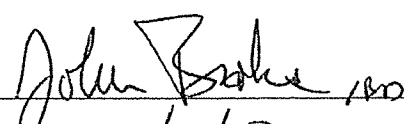


Dated:

3/7/2008

MCOP LOCAL 161A, AFL-CIO

By:



Dated:

3/7/08

CONFIDENTIAL – COLLECTIVE BARGAINING DOCUMENT

On November 1, 2007, the City and various unions came to an all or nothing understanding regarding health care and salary. The City's offer automatically expired since one of the City's collective bargaining unions did not ratify.

Since the last meeting on February 20, 2008, City Auditors talked to BCBS, and they gave March 7, 2008 as the absolute deadline to implement the PPO for May 1, 2008.

The City reinstates the offer of last week given on February 20, 2008 with the following modifications:

Year 1: Implement PPO on May 1, 2008

2% retroactive raise to July 1, 2007\*

No change in percent, co-pays, or deductibles

An additional 1% raise retroactive to July 1, 2007\*, will be given when the percent contribution for health care premiums and co-pays and deductibles actually change for the respective plans as provided below, but not before July 1, 2008.

Year 2: 87.5% employer contribution for indemnity plan; 89% employer contribution for HMOs; change co-pays and deductibles to \$15 office visit, \$50 emergency room; and \$10-\$25-\$45 for prescription drugs

\$550 base payment

3% retroactive raise\*

Year 3: 87.5% employer contribution for indemnity plan; 89% employer contribution for HMOs; change co-pays and deductibles to \$15 office visit, \$50 emergency room; and \$10-\$25-\$45 for prescription drugs

\$550 base payment

3% retroactive raise\*

\*If each individual union signs a side letter and ratifies the same no later than March 7, 2008, a 2% raise will be retroactive on signing,\*\* and the 1% raise will be retroactive when the City is able to make the above changes to the employee contribution and deductibles and co-pays for office visits, emergency rooms and prescription drugs. If one or more unions choose not to ratify the side letter, preventing the City from making changes to the indemnity or HMO, then retroactive pay raises are off the table for the unions that don't sign the side letter, not only for the 1%, but also for the 2% and 3% for any term(s) of any prospective contracts.

If the unions do not ratify the side letter before March 7, 2008, the above offers are null and void. The City reserves the right to go to arbitration and recoup any and all retroactive savings.

\*\*All of the above is subject to City Council appropriation. The Mayor currently has 2% salary contingency in her budget, which must be transferred by the City Council. Any other money to effectuate this agreement will require new appropriations from the City Council.

If the side letter is ratified by the union(s), the Mayor agrees to submit the funding to effectuate the above Years 1 and 2 in her budget commencing July 1, 2008. If the side letters are not ratified by the union(s), the union(s) agrees that the Mayor will not be required to submit any funding appropriation request to the City Council since there is no agreement.

Since the City Council rejected coalition bargaining, each individual union will be required to execute a side letter, and any side letter requiring School Committee approval must go back to the School Committee for approval.

Each union represents that they have authority to sign its side letter subject to ratification.

**MEMORANDUM OF AGREEMENT  
COLLECTIVE BARGAINING AGREEMENT**

**7/1/04 – 6/30/07**

**CITY OF WALTHAM**

**AND**

**WALTHAM SUPERIOR OFFICER ASSOCIATION**

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the 2003-2004 agreement, the City of Waltham (City) and the Waltham Superior Officers Association. (Union) hereby agree as follows. Except as specifically modified herein, all provisions of the prior collective bargaining agreement (2003-2004) between the parties shall remain in full force and effect:

**1) WAGE INCREASE**

Effective retroactively, the base compensation for employees shall increase as follows:

7/1/04	3%
7/1/05	3%
7/1/06	3%

**2) MANAGEMENT INCENTIVE**

Management Incentives shall be in accordance with the attached schedule.

**3) DETAIL RATES**

- a. Effective upon signing of this Memorandum of Agreement and its ratification by the Union:
- b. the regular detail rate shall increase to \$37 per hour. Effective July 1, 2006, the detail rate shall be \$39 per hour.
- c. the detail rate where liquor is present shall be \$5 per hour above the regular detail rate.
- d. the strike/labor dispute detail rate shall be \$11 per hour above the regular detail rate.
- e. Add three additional holidays to Christmas Eve and New Year's Eve in Section 6.10. These days will be July 4, Labor Day, and Thanksgiving.



#### **4) HEALTH INSURANCE**

Add new side letter as follows:

The current cost of health insurance exceeds \$26 million. The City is conversant of the fact that in past agreements, employees have received less in other areas to keep health insurance benefits. Health insurance costs continue to escalate at double-digit percentage rates with no sign of relief.

It is important that management and labor work cooperatively towards cost-saving solutions. There is a disparity between the plans offered by the City. The City Council has created a special committee on health insurance to review this problem. It is the Mayor's goal to come up with cost-saving ideas rather than bargain a reduction in percentage of employer contributions in Health Care benefits, therefore it is agreed that:

The City may reopen the contract in the third year via written notice to the Union on or before March 1, 2006 in the second year, but the reopening shall be limited to possible changes in health insurance, exclusive of a reduction in the employer contribution. No changes shall be implemented absent agreement and ratification by the parties.

#### **5) SICK LEAVE INCENTIVE**

- a) Change contract wording to permit officers not using sick days for more than four consecutive years to receive the additional five vacation days continuously for each such year in which s/he remains eligible.
- b) Officers shall receive additional vacation days following periods of non-use of sick time in the following progression:

After 1 Year of non-use of Sick Time	2 additional vacation days
After 2 Consecutive Years of non-use of Sick Time	3 additional vacation days
After 3 Consecutive Years of non-use of Sick Time	4 additional vacation days
After 4 Consecutive Years of non-use of Sick Time	5 additional vacation days

- c) This provision shall be retroactive to January 1, 2005 and are not cumulative.

#### **6) ADDITIONAL RESPONSIBILITIES**

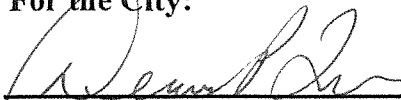
In consideration of the foregoing and of the benefits conferred upon the general public, the Union agrees that officers will accept training and use of defibrillators, stop sticks and tasers. The City agrees to meet and confer with the Union to discuss initial implementation any additional responsibilities.

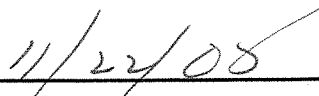
WPSOA CONTRACT 7/1/04 - 6/30/07	MANAGEMENT SERGEANT		MANAGEMENT LIEUTENANT		MANAGEMENT CAPTAIN		MANAGEMENT DEPUTY CHIEF	
	PERCENTAGE OF SGT BASE	AMOUNT	PERCENTAGE OF LT BASE	AMOUNT	PERCENTAGE OF CAPT BASE	AMOUNT	PERCENTAGE OF DEP BASE	AMOUNT
CURRENT		2,060		2,060		2,060		
7/1/04	\$30	2,090	\$30	2,090	\$30	2,090	\$30	2,090
7/1/05	5.2%	2,703	4.4%	2,703	*	2,227	*	2,227
7/1/06	5.2%	2,784	4.4%	2,784	*	2,293	*	2,293

\* Each Captain / Deputy Chief has been previously assigned, by the Chief of Police, an unmarked city vehicle with a confidential license plate.

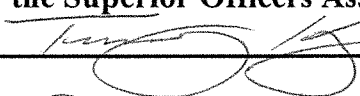
The signatories of this memorandum of agreement will use their best efforts to convince their respective parties to ratify and fund this memorandum of agreement. It is agreed that no portion of this memorandum of agreement will be effective unless ratified and funded.

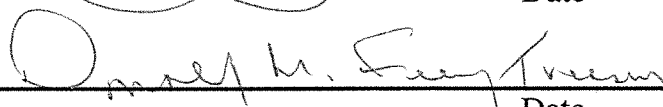
**For the City:**

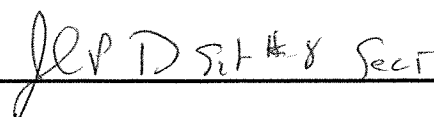
  
Dennis P. Quinn

 11/22/08  
Date

**For the Superior Officers Association:**

 President 10/31/05  
Date

 10/31/05  
Date

 JEP ID Sit #8 Sect 10/31/2005  
Date

MEMORANDUM OF AGREEMENT  
COLLECTIVE BARGAINING AGREEMENT  
7/1/03 - 6/30/04  
CITY OF WALTHAM

AND  
WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the 2000-2003 agreement, the City of Waltham (City) and the Waltham Superior Officers Association (Union) hereby agree as follows:

1. WAGE INCREASE

Effective retroactively, the base compensation. for employees shall increase as follows:

7/1/03      2%

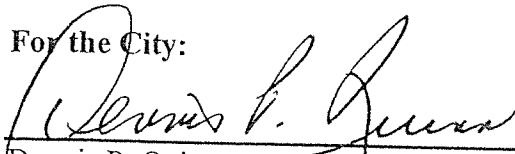
2. DETAIL RATES

Effective upon signing of this Memorandum of Agreement and its ratification by the Union:

The regular detail rate shall increase to \$33. per hour

The signatories to this memorandum of agreement will use their best efforts to convince their respective parties to ratify and fund this memorandum of agreement. It is agreed that no portion of this memorandum of agreement will be effective unless ratified and funded.

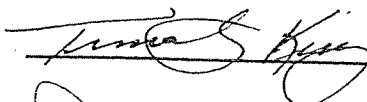
For the City:

  
Dennis P. Quinn

Date

4/29/04

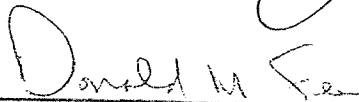
For the Waltham Superior Officer Association



Date

4/26/04

Timothy King



4/26/04

Donald M Feeney

JPB

Date

4/26/04

John P. Brooks

Date

Date

Date

Date

Date

**MEMORANDUM OF AGREEMENT  
COLLECTIVE BARGAINING AGREEMENT**

**7/1/00 – 6/30/03**

**CITY OF WALTHAM**

**AND**

**WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION**

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the 1997-2000 agreement, the City of Waltham (City) and the Waltham Superior Officers Association (Union) hereby agree as follows:

**1. WAGE INCREASE**

Effective retroactively, the base compensation for employees shall increase as follows:

7/1/00	4%
7/1/01	3.5%
7/1/02	3.5%

**2. MANAGEMENT INCENTIVE**

Effective retroactively, the management incentive allowance for employees shall increase as follows:

7/1/01	\$325	(From \$1,400. To \$1,725.)
7/1/02	\$335	(From \$1,725. To \$2,060.)

**3. DETAIL RATES**

Effective upon signing of this Memorandum of Agreement and its ratification by the Union:

- a. the regular detail rate shall increase to \$31 per hour. Effective July 1, 2002, the detail rate shall be \$32 per hour.
- b. the detail rate where liquor is present shall be \$4 per hour above the regular detail rate.
- c. the strike detail rate shall be \$10 per hour above the regular detail rate.
- d. the following sentence shall be added to Section 6.9 (Strike Detail Assignment):

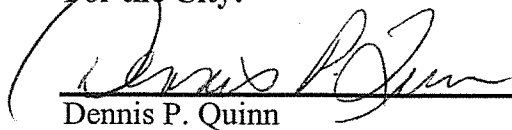
**For purposes of this section, a “strike detail or labor dispute detail” shall mean any detail where persons are engaging in a strike, lockout, picketing or other such activities concerning any type of workplace dispute.**

**4. ARBITRATION**

Substitute “American Arbitration Association” for “Massachusetts State Board of Conciliation and Arbitration” and provide for arbitration to be conducted in accordance with the rules of the “American Arbitration Association.”

The signatories of this memorandum of agreement will use their best efforts to convince their respective parties to ratify and fund this memorandum of agreement. It is agreed that no portion of this memorandum of agreement will be effective unless ratified and funded.

For the City:

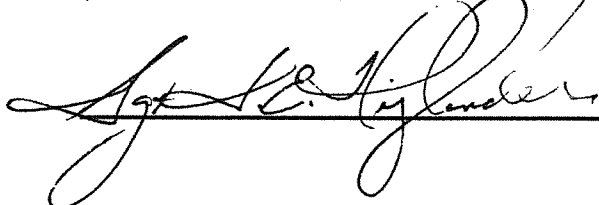
 12/7/01  
Dennis P. Quinn Date

For the Waltham Superiors Officers Association.

Lt. Donald A. Russo 12/6/2001  
Date

Lt. Donald M. Ferry 12/06/2001  
Date

Lt Leo C. Kuley 12/06/2001  
Date

 12/6/2001  
Date

Date

Date

Date



**MEMORANDUM OF AGREEMENT  
COLLECTIVE BARGAINING AGREEMENT 7/1/97--6/30/00  
CITY OF WALTHAM  
AND  
WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION**

In full and complete settlement of the negotiations for a successor collective bargaining agreement to succeed the 1994-1997 agreement, the City of Waltham (City) and the Waltham Police Superior Officers Association (WPSOA) hereby agree as follows:

**1. WAGE INCREASE**

Effective retroactively, the base compensation for officers shall increase as follows:

7/1/97	2%
1/1/98	2%
7/1/98	2%
1/1/99	2%
7/1/99	3%

**2. MANAGEMENT INCENTIVE COMPENSATION**

Effective 7/1/97, the annual management incentive compensation shall be increased by \$425 (from \$975 to \$1400).

**3. HEALTH/DENTAL INSURANCE**

Effective 7/1/97, the City shall offer, in addition to the health plans currently offered, the following:

Tufts HMO and Delta Dental  
Harvard HMO and Delta Dental

**4. CLOTHING ALLOWANCE**

The clothing allowance shall be increased by the following amounts:

7/1/97	\$50 increase	(\$650 to \$700)
7/1/98	\$50 increase	(\$700 to \$750)
7/1/99	\$50 increase	(\$750 to \$800)

## **5. DETAIL RATES**

A. The paid detail rates shall increase as follows:

Effective upon signing	\$1/hour increase	(\$26 to \$27)
7/1/98	\$1/hour increase	(\$27 to \$28)
7/1/99	\$1/hour increase	(\$28 to \$29)

B. Effective upon signing, all "road jobs" shall be compensated in four hour blocks. Working fifteen minutes beyond the end of one block shall require compensation of an additional four hour block. There is no change in "City" details.

## **6. TRAINING SCHOOLS**

Effective upon signing, officers voluntarily attending department approved training schools shall receive compensatory time owed for all hours of attendance except those falling during their regular tours of duty. The compensatory time shall be given at the rate of one and one-half hours for each hour of attendance. This provision shall not restrict the Department from changing the regularly scheduled shift of an officer attending a training school to comport with the hours of the school on the officer's work days, in accordance with present practice. Officers sent to training schools by the Department shall continue to receive overtime compensation with the current practice. The Chief retains the right to limit the number of officers receiving training.

## **7. SEXUAL HARASSMENT POLICY**

Each officer shall sign a document containing the Department's policy on sexual harassment.

## **8. NEW SHIFTS**

The issue of establishing new shift schedule(s) will continue to be investigated and discussed between the parties but no new shifts shall be established unless and until both parties have reached full agreement over the matter, in accordance with the enclosed side letter.

## **9. REWARD DAYS**

Amend Article 10.2b, to add an extra reward day at each level, so that officers using 0 sick days get 6 reward days, those taking 1 sick day get 5 reward days, those taking 2 sick days get 4 reward days, those taking 3 sick days get 3 reward days, those taking 4 sick days get 2 reward days, those taking 5 or more sick days get no reward days.

**For the City:**

*Dennis P. Quinn* *10/23/97*  
Dennis P. Quinn Date

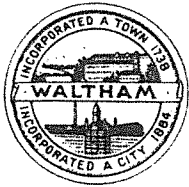
**For the Waltham Police Superior Officers Association:**

*Sgt. Donald R. Russo* *10/23/97*  
Sergeant Donald Russo Date

\_\_\_\_\_  
Sergeant Leo Kiley Date

\_\_\_\_\_  
Sergeant Thomas Hylander Date

\_\_\_\_\_  
Sergeant Donald Feeney Date



OFFICE OF THE AUDITOR  
DENNIS P. QUINN

## CITY OF WALTHAM

MASSACHUSETTS

October 23, 1997

Sergeant Donald Russo  
President  
Waltham Police Superior Officers Association

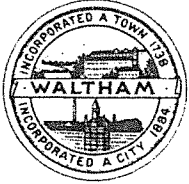
Re: E911 Police Presence

Dear Sergeant Russo:

This side letter represents an understanding between the City of Waltham and the Waltham Police Superior Officers Association that the issue of police presence at the E911 facility has been resolved at the department level.

Very truly yours,

Dennis P. Quinn  
City Auditor



OFFICE OF THE AUDITOR  
DENNIS P. QUINN

CITY OF WALTHAM  
MASSACHUSETTS

October 23, 1997

Sergeant Donald Russo  
President  
Waltham Police Superior Officers Association

Re: Complement

Dear Sergeant Russo:

This side letter represents an understanding between the City of Waltham and the Waltham Police Superior Officers Association that all other contractual items not affected by the Memorandum of Agreement shall remain unchanged, with the understanding that the "Complement of Officers" provision, formerly Article VII, has been previously deleted from the contract.

Very truly yours,

Dennis P. Quinn  
City Auditor

WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION

October 23, 1997

Dennis P. Quinn  
City Auditor  
City of Waltham

RE: New Shifts

Dear Mr. Quinn:

This side letter represents an understanding between the City of Waltham and the Waltham Police Superior Officers Association concerning the proposal to formulate a patrol shift that accomplishes the following:

- More conducive to community policing
- Healthier shift for officers
- Enhance training efforts
- Cost effective

The Waltham Police Superior Officers Association and the City of Waltham agree that the new shift issue will continue to be investigated and discussed separately from the bargaining taking place for the current contract. This side letter shall not be construed as a waiver of any right or provision contained in the collective bargaining agreement. The parties will continue to bargain in good faith regarding this issue.

Very truly yours,

Sgt Donald Russo *SET. Russo #9*  
Sgt Leo Kiley  
Sgt Thomas Hylander  
Sgt Donald Feeney

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF WALTHAM

AND

THE WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION

This Memorandum of Agreement represents an amendment to the existing collective bargaining agreement ("the contract") between the City of Waltham ("The City") and the Waltham Police Superior Officers Association ("WPSOA") and shall be incorporated therein and fully enforceable as any other provision of the contract.

Whereas: The WPSOA and the City recognize that the changing nature of policing in the United States, together with the shifting demographics of Waltham mandates that the Waltham Police Department maintain a highly skilled, well-trained, experienced and professionally advanced command staff; and

Whereas: The above conditions require that the command staff be of sufficient physical and psychological health and fitness to both perform the rigors of their duties and serve as role models for employees under their command; and

Whereas: The WPSOA and the City agree that a prolonged absence from active service of five years or more adversely impacts a superior officers ability to retain the necessary skill and knowledge levels required of a Waltham superior officer and naturally results in a substantial loss of experience, training and exposure in the community and within the department; and

Whereas: The WPSOA and the City agree that the inherent and reserved statutory rights of the Chief of the Waltham Police Department impose an obligation on the Chief to insure the safety and health of the citizens of the City of Waltham along with the Chief's similar obligation to protect the health and safety of the members of the WPSOA bargaining unit;

the parties agree to the following:

1. No superior officer who has been retired for five years or more, and who has been determined to be able to perform the essential duties of the position from which he/she retired after review by a medical panel appointed by PERAC, and who is subsequently ordered to be restored to service by the Waltham Retirement Board, and only after all administrative and court appeals have been exhausted by any party affected by the retirees' return, including the retired member, the Chief, the City, the Retirement Board, shall be officially appointed to a vacant position until the following has occurred:

a. The officer has successfully completed a physical and psychological examination of similar form and detail as is required for newly hired personnel or as required of active officers in the event the Chief has cause to investigate the behavior or conduct of an officer in order to determine continuing fitness for duty. Each officer seeking to return shall also be subject to a complete and updated background check governing the officer's activities since the date of his/her retirement, again to the same degree that such background checks are required of newly hired personnel or are required of active officers in the event the Chief has cause to investigate the behavior or conduct of an officer in order to determine continuing fitness for duty.

No officer shall be restored to active service if the results of the physical or psychological examination (which shall not be used to duplicate or reject specific findings of a particular disability for which the PERAC medical panel determined no longer rendered the officer unable to perform the essential duties of the position from which he retired) or the results of the background check indicate that the officer is otherwise unable to perform the essential duties



of the position from which he retired or that events occurred since the officer's retirement which would otherwise disqualify the officer from restoration to service, in the Chief's judgement, or otherwise render the officer unable to perform the essential duties of the position from which he/she retired.

b. The Chief recognizes the rights of employees, as set forth in Chapter 306 of the Acts of 1996 who have been retired for more than two years to a "preference" for the next available position, but the Chief reserves the right to exercise his inherent and reserved rights as a police chief to chose another eligible and qualified candidate over the retired employee after giving the retired employee's request for restoration a full and fair review and determining that the department would best be served by the selection of a more qualified candidate.

c. In the event the conditions set forth in part (a) are met, and the Chief determines that the employee's preference for restoration to active service is to be applied over other qualified and eligible officers, no officer shall be restored to service until such time as the officer has successfully completed a regular recruit academy and a regular Field Training Officers program.

2. In the event an officer who has been retired for five(5) years or more meets the requirements of Parts 1(a,b&c) above, the following shall govern the conditions of work and method of compensation for such returning officer:

a. The officer shall be compensated at the first step of the salary schedule for the position to which he/she is restored.

b. For purposes of calculation of seniority under the WPSOA contract, the returning officer shall be treated as having a seniority date effective upon his/her restoration to active service. This shall include, but not be limited to calculation of seniority for purposes of shift choice, vacation allotment, longevity pay and any other benefit or privilege which is based on seniority under the WPSOA contract. This clause is in no way intended to affect the officer's creditable service under the retirement laws.

c. Unless otherwise provided for or limited by the operation of the WPSOA agreement, the Chief retains the right to determine

supervisory responsibility of, assignments for or training obligations of the restored officer.

3. The parties agree that the terms, words and sentences of this agreement are independent and severable and in the event a court of competent jurisdiction should determine that any part of this memorandum is in conflict with state or federal law or the legal requirements of the Chief or City or the rights of retired officers, or any other person or entity, the remainder of the agreement shall remain in full force and effect and the parties shall meet to replace the part determined to be in conflict with the law.

For the City of Waltham

\_\_\_\_\_

\_\_\_\_\_

*William F. Stanley*  
DATED: *6/26/97*

For the WPSOA

*Donald A. Russo Jr. - Pres.*  
\_\_\_\_\_

*Zoe C. Kiley Jr.*  
*Donna M. Fung*  
\_\_\_\_\_

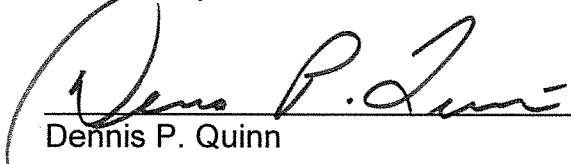
DATED:

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF WALTHAM  
AND  
WALTHAM SUPERIOR OFFICERS' ASSOCIATION.**


Holidays


Officers may, in lieu of cash holiday compensation, elect to receive compensatory time owed for up to five (5) holidays in a year. This time owed is not to be considered time owed within the meaning of the Fair Labor Standards Act. Officers may carry over from year to year up to five (5) holiday compensatory days but may not at any time have accrued more than five (5) such days. Only upon an officer's death or permanent disability may he/she or his/her estate receive cash compensation for these days. In that event, such compensation will be at the officer's current rate of pay.

For the City:

 2/14/97  
Dennis P. Quinn Date

For the Waltham Superior Officers' Association:

 3/3/97  
Sergeant Donald Russo Date

 3/3/97  
Sergeant Leo Kiley Date

\_\_\_\_\_  
Sergeant Thomas Hylander Date

MEDIATOR'S RECOMMENDED SETTLEMENT

FOR THE JULY 1, 1994-JUNE 30, 1997

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF WALTHAM

AND

WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION

For mutual consideration contained herein, the City of Waltham and the Waltham Police Superior Officers Association hereby agree to make the following changes to the collective bargaining agreement dated July 1, 1992 to June 30, 1994. ~~All other provisions of that agreement shall remain unchanged.~~ *Capt JCH Capt Paj TAM 11/22/94*

1. Article VI: Compensation

6.2 Base Compensation:

Effective Date:

July 1, 1994	2%
January 1, 1995	2%
July 1, 1995	3%
July 1, 1996	3%

6.4 Longevity Compensation

Effective Date:

July 1, 1995      Each level of longevity shall be increased by 1%

2. Article XI: Insurance/Indemnification

Amend 11.1(b) as follows:

Effective July 1, 1994, increase employee contribution from 6% to 7.5% for medical insurance.

3. New Article:      Light/Limited Duty

Effective upon the execution date of this agreement, and subject to the funding conditions set forth below, the attached new policy on light/limited duty shall be implemented. (See attached Exhibit #1).

4. The WPSOA agrees to provide the City with a letter indicating that the WPSOA supports the establishment of a Cadet program, the concept of community policing and the concept of and implementation of an E-911 system.

The signatories of this memorandum of understanding will use their best efforts to convince their respective parties to ratify, execute and fund this memorandum of understanding. It is agreed that no portion of this memorandum of agreement will be effective unless, after ratification and execution, this entire agreement, along with the memorandum of agreement for a new collective bargaining agreement for July 1, 1992-June 30, 1994 is also ratified, executed and funded.

For the City:

Jamelle G. McCarty

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DATED: 11/22/94

For W.P.S.O.A.

Donald A. Russo

Paul A. Julianio

James E. Hewitt

Joe M. Blum

---

DATED:

EXHIBIT 1

NEW ARTICLE: LIGHT /LIMITED DUTY

The parties agree that the following "light duty" proposal shall be included in the collective bargaining agreement effective July 1, 1994-June 30, 1997. This new policy shall only be applicable to officers who are injured after the execution date of this agreement.

In compliance with "Injured on Duty" proposals it shall be the responsibility of the employee to immediately report to his/her supervisor any injury sustained as a result of the work of the department and further that all reports, doctors' certificates, and medical records shall be provided to the City in a timely fashion.

Any employee claiming injury leave will provide the following documentation to the Chief:

- a. Documentation of the incident causing injury.
- b. Evidence of incapacitation from a physician qualified to make such determination.
- c. Opportunity for the City to evaluate the employee at regular intervals of not less than three (3) months.
- d. Medical release relative to claimed injury to City's agent or medical provider.

Injuries and/or illnesses sustained in the performance of duty shall be handled in accordance with M.G.L. c.41, section 111F, except as specified in this agreement and otherwise in accordance with the practice between the parties as of the execution of this agreement.

If after missing 20 working shifts, an officer out Injured On Duty (I.O.D.) is unable to return to full duty status, then the City designated physician may examine the officer to determine his/her fitness to perform light/limited duty. Before making a determination the City Physician shall consult with the officer's attending physician.

If the City designated physician and the attending physician are unable to agree concerning the officer's ability to perform light duty, the two physicians shall select a third impartial physician, in the relevant specialty area, from a list of Massachusetts physicians maintained by the Massachusetts Medical Society or who are otherwise acceptable to both the City's and officer's physicians, to examine the officer and render an opinion. The cost of this examination shall be borne by the City.

Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the light/limited duty tasks specified herein below, and shall be asked to make their determination of the fitness of the examined officer to perform the specific physical requirements of each light/limited duty task. Each doctor's report shall specify which, if any, limited duty task the examined officer is not capable of performing.

The determination of the third examining physician shall be binding on all parties. If indicated, such light duty shall be effective immediately, or if it is not indicated, the officer shall continue to be carried on I.O.D. status.

In the event that an officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. If an officer cannot physically transport himself or herself to the station for light duty, the department will provide such transportation as needed. Officers on light duty may be permitted to receive required medical treatment during assigned duty hours.

If an officer is assigned to light duty, he/she shall be assigned to his/her regular shift for such light duty. Notwithstanding the foregoing, if the officer's physician certifies in writing that the officer's recovery would be enhanced by working the day shift, then the officer will be given consideration for day shift assignment. If the written certification of the officer's physician is deemed unsatisfactory by the Chief, then the matter will be referred to the City physician who shall consult with the officer's physician. In the event of a disagreement on this issue between the two physicians, the matter will be referred to the third impartial physician for a determination.

An officer injured while on an off-duty status shall be equally eligible for light duty on a voluntary basis, subject to the approval of the officer's attending physician, and the Chief of Police, who may require an examination by a City-designated physician.

An officer on I.O.D. or light duty status shall not engage in any activity detrimental to his/her recovery.

Limited duty assignments shall not affect the shift assignments, or shift bid possibilities, of other members. Employees shall be assigned to limited duty on the same shift as their assignment before the injury, except as provided above. Light duty assignments are not of permanent duration and shall not continue longer than one (1) year.

The City agrees that any employee who works less than a full week on light/limited duty shall be considered to be on injured on duty status for the lost time and shall be paid in accordance with M.G.L. c.41, section 111F.

It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require an officer to report for light/limited duty and sit idly if there is no legitimate work available.

An officer assigned to light/limited duty shall be required to wear a uniform or report to duty in the clothes that the officer would normally wear. The Department will not hold employees on light duty accountable for not responding in emergency situations, if they are prevented from doing so by the injury necessitating light duty.

Light/limited duty shall include only the following tasks, as such duties would normally be performed by superior officers in the City of Waltham:

1. Training (non-physical)
2. General clerical work
3. Crime prevention (citizen's assistance and operation ID)
4. Assist in property and evidence room
5. Computer operations
6. Other limited/light duty tasks as agreed upon by the Chief and the Union.

Disputes regarding interpretation of the application of this policy will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties, except for medical condition.



Once application for retirement is made, the employee shall return to his/her prior I.O.D. status or sick leave whichever is appropriate. If the Local Retirement Board denies his application, the employee shall return to modified duty only to fill the remainder of his/her one year term. (The one year term shall not include that period of time that his/her application for retirement was pending.)

MEDIATOR'S RECOMMENDED SETTLEMENT

FOR THE JULY 1, 1992-JUNE 30, 1994

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF WALTHAM

AND

WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION

For mutual consideration contained herein, the City of Waltham and the Waltham Police Superior Officers Association hereby agree to make the following changes to the collective bargaining agreement dated July 1, 1990 to June 30, 1992. ~~All other provisions of that agreement shall remain unchanged.~~ *Capt JEH Capt Ray JMM*  
11/22/94

1. Article VI: Compensation

6.2 Base Compensation:

Effective Date:

July 1, 1992	0%
July 1, 1993	2%
December 1, 1993	2%

6.8(d) Detail Assignments(Liquor details)

Effective upon execution of this agreement:

Increase liquor detail rate to \$30 per hour

6.12(f) Early Release for Court Time

Effective upon execution of this agreement:

Early Release For Court: On a short day, an officer shall be excused from duty four hours prior to the completion of his/her shift for the purpose of attending court under this Section 6.12. This early relief shall be at the discretion of the Officer in Charge, with such release not to be unreasonably withheld. In the event that an officer is not excused on the last half, he/she may return for the first half shift four hours late.

The above provisions of Section 6.12(f) shall only apply to those officers who work the first half shift immediately following the last half shift. No officer may use vacation/personal time in conjunction with this early release benefit.

In the event court is scheduled for an afternoon session, an officer shall be entitled to a one hour early release from the last half shift.

6.6(c) Management Incentive Compensation

Effective Date: July 1, 1993

Each member of the bargaining unit who has successfully obtained weapons recertification, shall receive an increase in the management incentive compensation from \$825 to \$975.

2. Article VII: Vacations

Effective July 1, 1993: Amend 8.2(c) as follows:

Up to fifteen(15) days of vacation may be carried over to be taken during the following vacation period.

3. Article IX: Holidays

Effective July 1, 1993: Amend 9.2 by changing the calculation of holiday pay from one fifth(1/5) to one fourth(1/4).

4. Article XI: Insurance/Indemnification

Amend 11.1(b) as follows:

Effective March 1, 1994, increase employee contribution from 1% to 6% for medical insurance.

The signatories of this memorandum of understanding will use their best efforts to convince their respective parties to ratify, execute and fund this memorandum of understanding. It is agreed that no portion of this memorandum of agreement will be effective unless, after ratification and execution, this entire agreement, along with the memorandum of agreement for a new collective bargaining agreement for July 1, 1994-June 30, 1997 is also ratified, executed and funded.

For the City:

Jannette G. McLaughlin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: 11/22/94

For W.P.S.O.A.

Donald A. Russo

Paul A. Lupiano  
James E. Hewitt  
Gene M. Schander

DATED:

COLLECTIVE BARGAINING AGREEMENT  
CITY OF WALTHAM

AND

WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION

JULY 1, 1990 TO JUNE 30, 1992

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## PREAMBLE

Agreement effective this first day of July, 1990, by and between the City of Waltham, Massachusetts, hereinafter referred to as "CITY" and the Waltham Police Superior Officers Association, hereinafter referred to as the "ASSOCIATION".

Witness this agreement made this 1st day of June 1992 by and between the City of Waltham, a Municipal Corporation and The Waltham Police Superior Officers Association.

## ARTICLE I

As used in this agreement, the following terms shall be interpreted as hereinafter set forth:

CITY	The City of Waltham, a Municipal Corporation
ASSOCIATION	The Waltham Police Superior Officers Association
STATUTE	M.G.L. Chapter 150E, as amended as of the date of this agreement
CHIEF	Chief of Police and/or his designee.
SUPERIOR OFFICER	All members of the DEPARTMENT who are Sergeants, Lieutenants, Captains, and the Deputy Chief.
UNIT	That group of CITY Employees who are members of the DEPARTMENT and who are Sergeants, Lieutenants, Captains and Deputy Chief.
ASSOCIATION OFFICERS	Members of the ASSOCIATION who have been duly elected by the ASSOCIATION membership to respective offices.
COMMITTEE	A group of not more than five members of the ASSOCIATION who have been selected by the membership, in accordance with the STATUTE, to bargain collectively with the CITY and to serve as the Grievance Committee.
PARTIES	The CITY and the ASSOCIATION.
DEPARTMENT	The Waltham Police Department established in accordance with Chapter 14 of the Waltham City Ordinance.



DAYS	Calendar Days
YEAR	Calendar Year
DEPARTMENTAL SENIORITY	Seniority within the department, as it pertains to members of the SUPERIOR OFFICER'S ASSOCIATION, shall be determined by the actual number of days served in that member's present rank, in addition to all days served in any higher rank. In the event of more than one promotion occurring on the same date, seniority shall be determined by the marks achieved on the Civil Service Examination. In the event of Tie Marks, seniority shall be determined by the actual number of days served in the member's immediately previous rank. Creditable service shall be restricted to that time spent as a member of the Waltham Police Department in a position holding full time permanent civil service status.

## ARTICLE II

### RECOGNITION

- 2.1 The ASSOCIATION is recognized by the CITY in accordance with provisions of the STATUTE as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all members of the UNIT.
- 2.2 The ASSOCIATION recognizes the CITY as an Equal Employment Opportunity Employer.

### ARTICLE III

#### PURPOSE

- 3.1 The purpose and intent of the PARTIES in executing this Agreement is to continue their harmonious relations, to promote mutual cooperation and understanding concerning rates of pay, hours and conditions of employment under which the SUPERIOR OFFICERS perform their duties, all with a goal toward securing harmony and good will between the CITY and members of the DEPARTMENT.
- 3.2 It is recognized that by granting these benefits, the CITY is adding greatly to its costs of operation and this Agreement is made with the understanding that the ASSOCIATION and the members of the UNIT will cooperate with the CITY in promoting efficient police services. It is further recognized that the successful operation of the DEPARTMENT can be assured only through the cooperation of the PARTIES.

### ARTICLE IV

#### TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence with the first (1st) day of July, 1990, and end at midnight of the thirtieth (30th) day of June, 1992.
- 4.2 By mutual consent, evidenced by written agreement duly executed by the PARTIES, this Agreement may be modified or changed by adding new provisions during the term of the Agreement.
- 4.3 Prior to the expiration of this Agreement, the PARTIES shall review its content for the purpose of establishing a renewal agreement to become effective July 1, 1992.
- 4.4 In the event a new contract is not executed on or before July 1, 1992, all terms, provisions and conditions herein contained shall remain in full force and effect until such new contract has in fact been executed.

## ARTICLE V

### TOURS OF DUTY

5.1 Regular Tours of Duty are established on the basis of four (4) days on duty followed by two (2) days off duty.

5.2 There shall be three (3) regular tours of duty as follows:

a) REGULAR TOURS

- |                              |                            |
|------------------------------|----------------------------|
| 1. Day Shift                 | 7:45 a.m. to 4:00 p.m.     |
| 2. First Half<br>NIGHT SHIFT | 3:45 p.m to 12:00 midnight |
| 3. Last Half<br>NIGHT SHIFT  | 11:45 p.m. to 8:00 a.m.    |

5.3 Each SUPERIOR OFFICER assigned to a regular tour of duty shall be entitled to fifteen (15) minutes of personal relief each day. Such fifteen (15) minutes shall not be considered as working time.

5.4 Tours of duty of SUPERIOR OFFICERS in special units shall be scheduled on the basis of eight (8) hours of work per day. The assigned hours of such tours may be different from the regular tours of duty but shall at all times be subject to approval of the CHIEF.

5.5 Shift assignments within the DEPARTMENT shall be on the basis of Departmental seniority.

5.6 Work Shifts for the night shifts within the Patrol Division, shall be on a rotating basis as follows: LAST HALF, FIRST HALF, LAST HALF, FIRST HALF, OFF, OFF then repeated.

5.7 A SUPERIOR OFFICER shall be given a minimum of 48 hours notice in the event of a change by the DEPARTMENT in his/her regular assignment.

**ARTICLE VI**  
**COMPENSATION**

**6.1 Regular Compensation**

For purposes of this contract, a SUPERIOR officer Regular Compensation shall be determined to be that compensation to which he/she, under the terms of this contract, is entitled to receive, and shall include Base Compensation, as set forth in Section 6.2, Educational Compensation, as set forth in Section 6.3, Longevity Compensation, as set forth in Section 6.4, Night Differential Compensation, as set forth in Section 6.5, Management Incentive Compensation, as set forth in Section 6.6 and all other compensation within the meaning of "Regular Compensation" as defined under the Fair Labor Standards Act.

**6.2 Base Compensation**

- a. Regular Compensation for SUPERIOR OFFICERS shall be as follows:

**July 1, 1990**

Sergeant	32,573.
Lieutenant	38,436.
Captain	45,354.
Deputy Chief	53,518.

**July 1, 1991**

Sergeant	33,550.
Lieutenant	39,589.
Captain	46,715.
Deputy Chief	55,124.

**6.3 Educational Compensation**

- a. In accordance with the provisions of General Laws, Chapter 41, Sec. 108L, each SUPERIOR OFFICER shall receive increases to his Regular Compensation for educational semester credits and degrees earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools, or by the Board of Higher Education.

- b. Semester credits may be accumulated in the following manner:
- (1) one (1) point for each semester hour credit earned toward a baccalaureate or an associate degree;
  - (2) sixty (60) points for an associate degree;
  - (3) one hundred and twenty (120) points for a baccalaureate degree;
  - (4) one hundred and fifty (150) points for a degree of master, or for a degree in law.
- c. Percentage increases to a SUPERIOR OFFICER'S Combined Base Compensation, (6.2), Longevity Compensation (6.4) and Night Differential (6.5), for credits accumulated shall be in the following manner:
- (1) For each SUPERIOR OFFICER who was enrolled prior to the issuance of the 1976 Certification List for the Board of Higher Education of the Commonwealth of Massachusetts, and whose name appears on said list:
    - (a) 0 points to 9 points = none
    - (b) 10 points to 24 points = 3%
    - (c) 25 points to 39 points = 6%
    - (d) 40 points to 59 points = 10%
    - (e) 60 points to 119 points = 15%
    - (f) 120 points to 149 points = 20%
    - (g) 150 points and over = 30%
  - (2) For each SUPERIOR OFFICER who has enrolled subsequent to the issuance of the 1976 Certification List from the Board of Higher Education and whose name does not appear on the list:
    - (a) Associate Degree = 10%
    - (b) Baccalaureate Degree = 20%
    - (c) Master's Degree = 25%

- The degrees mentioned in this section 2, shall be restricted to the field of law enforcement.
- d. In the event that General Laws, Chapter 41, Section

108L, shall be repealed or amended in such a manner as to provide that the CITY shall pay more than fifty (50%) per cent of the cost, all SUPERIOR OFFICERS shall continue to receive the Regular Compensation to which he/she was entitled and was receiving in accordance with this Article, and the CITY shall pay the entire amount.

#### **6.4 Longevity Compensation**

- a. Each SUPERIOR OFFICER shall receive Longevity Compensation upon the completion of each 5 years of service beginning with his 10th year of service. Percentage increase to each SUPERIOR OFFICER'S Regular Compensation shall be in accordance with the following schedule:

1. Commencement of employment through 9th year	none
2. 10th year through 14th year	6.5%
3. 15th year through 19th year	7.5%
4. 20th year through 24th year	8.5%
5. 25 years and over	9.5%

- b. If any SUPERIOR OFFICER shall complete his/her 10th, 15th, 20th, or 25th year of service at any time during the calendar year, such employee shall be entitled to the longevity increment according to 2, 3, 4, 5 herein above.

In all cases, such increment shall be paid during the month of December.

- c. If, during the term of any calendar year, a SUPERIOR OFFICER would have completed a year for which he/she would have been entitled to longevity, but was unable to do so because of death, physical incapacity, or operation of law, then he/she shall be deemed to have completed such term on the day preceding his/her final termination of service. In all such instances, such increment shall be deemed to have been earned on the day preceding his/her final separation from service.
- d. Creditable service, as defined pursuant to General Laws, Chapter 32, Section 4, and accrued as an employee of the CITY of Waltham shall be used in computing longevity.

#### **6.5 Night Differential Compensation**

- a. A SUPERIOR OFFICER who is permanently assigned to duty on either the first half night shift, or the last night shift, shall receive additional compensation in the amount of six and one-half percent (6.5%) of his/her then Regular Compensation.
- b. A SUPERIOR OFFICER whose Regular Tour of Duty

encompasses 5 or more hours between the hours of 3:45 P.M. of one day and 8:00 A.M. of the next, shall be entitled to receive Night Differential Compensation.

- c. This additional six and one-half percent (6.5%) shall be added to the SUPERIOR OFFICER'S regular compensation, and considered part of the base pay, when calculating the SUPERIOR OFFICER'S benefits of Holiday Pay, Overtime, College Incentive and Longevity Pay.

#### **6.6 Management Incentive Compensation**

- a. All members shall receive, in addition to his/her base compensation, eight hundred twenty-five dollars (\$825.00) per member, per year. This incentive compensation shall be included in the definition of regular compensation.
- b. Sergeants Donald Ward, Ronald Pomerleau and Roger LeBlanc shall receive, in addition to the eight hundred twenty-five dollars specified in subsection (a) above, an additional five hundred twenty-eight dollars (\$528.00) per member, per year. This additional compensation shall be included in the definition of regular compensation and shall continue while these members continue to serve in their present assignments as Detective Sergeant.

#### **6.7 Overtime Compensation**

- a. Overtime shall be defined as all hours worked in addition to the SUPERIOR OFFICER'S regularly scheduled tours-of-duty.
- b. All overtime compensation shall be at the rate of one and one half (1 1/2) times the regular compensation of SUPERIOR OFFICERS and shall be computed on the basis of one fortieth (1/40th) of the weekly compensation.
- c. Any position or assignment filled on an overtime basis shall be filled by a SUPERIOR OFFICER of a rank that would normally occupy that position, if possible.
- d. Whenever a SUPERIOR OFFICER shall be assigned to call back duty, he/she shall receive minimum time of three (3) hours and shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly compensation. This provision shall be effective only in such instances where the SUPERIOR OFFICER has been relieved of duty and is thereafter recalled. This provision shall not be effective in instances where the SUPERIOR OFFICER'S tour of duty is extended.

## **6.8 Detail Assignments**

- a. Regular detail rates shall be set at \$26.00 per hour effective June 1, 1992, except for those details paid directly from city funds which are not reimbursable from any source. On those city details the rate shall be equal to the overtime rate, as specified in Article VI, Section 6.7 b.
- b. Any SUPERIOR OFFICER who works a detail where liquor is present shall receive the normal detail rate plus an additional two dollars (\$2.00) per hour.
- c. A minimum of three (3) hours compensation, at the applicable rate, shall be paid to each officer assigned to a detail, whether or not he/she works three (3) hours, except for those details designated as "construction" or "road jobs," where said minimum shall be four (4) hours. City work shall be exempt from the four (4) hour minimum.
- d. On all details where there are four (4) or more OFFICERS assigned a SUPERIOR OFFICER shall be assigned as the OFFICER-IN-CHARGE of the detail. He/she shall be paid at time and one-half his/her current hourly rate plus one dollar per hour. In addition to that hourly rate he/she shall receive an additional ten dollars (\$10.00) for the detail. On all strike or liquor details, the officer-in-charge shall be paid an additional three dollars per hour.
- e. On all details where a SUPERIOR OFFICER is assigned under the direction of, and to assist the Officer-in-charge with his duties, he shall be paid at time and one-half his current hourly rate, plus one dollar per hour. This Assisting SUPERIOR OFFICER shall, on all strike or liquor details, be paid at time and one-half his/her current hourly rate, plus three dollars per hour. The amount of SUPERIOR OFFICERS assigned in such instances shall be at the discretion of the Chief of Police.
- f. Overtime and detail assignments, including those details to be handled by detective personnel only, shall be distributed reasonably and equitably.

## **6.9 Strike Detail Assignment**

Strike detail rates shall be set at the normal detail rate, plus an additional two dollars (\$2.00) for each hour worked. There shall be a minimum of two (2) OFFICERS assigned to any strike detail or labor dispute detail unless otherwise directed by THE CHIEF.

## **6.10 Christmas/New Year Detail Assignments**



Christmas Eve and New Year's Eve detail rates shall be set at double the hourly detail rate of a Superior Officer. These rates shall apply from 6:00 P.M. on Christmas and New Year's Eves until 6:00 P.M. on CHRISTMAS and NEW YEAR'S DAYS.

#### **6.11 Right and First Refusal**

The city shall not assign bargaining unit work, including paid details, to Reserve, Special, Provisional or other part-time employees without first offering said work to a reasonable number of SUPERIOR OFFICERS. Failure of bargaining unit members to accept such work assignments shall authorize the city to utilize Reserve Officers for said work assignments.

#### **6.12 Court Time**

- a. A SUPERIOR OFFICER who appears in any court as a result of his/her status as a SUPERIOR OFFICER, except when the SUPERIOR OFFICER is appearing as a defendant in a criminal case, shall be covered by the court time provisions of Sub-section C, below.
- b. Any SUPERIOR OFFICER who attends as a witness or in another capacity for or on behalf of the Commonwealth or the City in a criminal, civil or other matter or before any grand jury proceeding, or in conference with the District Attorney or Assistant District Attorney, or at any pretrial court conference or any other related hearing or proceeding, or who is required or requested by a city or county, state or the Federal government or any subdivision or agency of any of the foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as a witness or in another capacity for or on behalf of the government of the United States, the Commonwealth or the City in a criminal, civil or other matter before a federal grand jury proceeding or a U.S. Commissioner, or in conference with a U.S. Attorney or Assistant U.S. Attorney, or at any Federal Court pretrial conference or any other related hearing or proceeding, shall be covered by the court time provisions of Sub-section c, below.
- c. In the event of a SUPERIOR OFFICER'S attendance at any of the places outlined in Sub-sections a and b of this section, he/she shall be compensated by overtime compensation for a minimum of three (3) hours pay for each appearance in accordance with General Laws, Chapter 262, section 53c. In all instances where a member's appearance at any of the places so outlined extend into a regular work shift, the member shall continue to be

entitled to said minimum compensation.

- d. Superior Court. Any SUPERIOR OFFICER appearing in Superior Court shall receive, a minimum of four hours overtime compensation in addition to all other compensation and benefits received under provisions of this Agreement, and shall receive one (1) additional hour of travel pay at his/her overtime rate of compensation for each day so appearing. In all instances where a members appearance at any of the places so outlined extend into a regular work shift, the member shall continue to be entitled to said minimum compensation.
- e. Court Cancellation. A SUPERIOR OFFICER who is scheduled for court must be given notice by 3:00 P.M. the previous day for any case which is canceled or to be continued to another date. Failure to give said notice shall entitle the SUPERIOR OFFICER to receive the compensation for court appearance that he/she would have received if he/she actually had appeared in court as scheduled.
- f. Early Release for court. On a short day, a SUPERIOR OFFICER shall be excused from duty four hours prior to the completion of his/her last half work shift for the purpose of attending court under this section 6.12. This early release shall be at the discretion of the officer in charge, with such release not to be unreasonably withheld. In the event the member is not excused on the last half, he/she may return for the following shift (first half) four (4) hours late. This too, is at the discretion of the officer-in-charge.

#### **6.13 Compensatory Time Off**

- a. For the purpose of this Contract, Compensatory Time Off, shall be considered as such off-duty-time as may be elected by a SUPERIOR OFFICER, in lieu of payment to him/her of overtime pay that is due him/her.
- b. A SUPERIOR OFFICER MAY, at his/her own option, opt to take compensatory time off, in lieu of receipt of Overtime Compensation.
- c. A SUPERIOR OFFICER may accumulate Compensatory time Off. Such accumulation shall not exceed 320 hours of working time, 480 hours of Compensatory Time Off.
- d. Compensatory Time Off shall be at the same rate as Overtime Compensation; i.e., 1 hour of overtime duty shall be equal to one and one-half (1 1/2) hours of Compensatory Time Off.
- e. A SUPERIOR OFFICER may request and shall receive

Compensatory Time Off that is due him/her, at any time during his/her term of employment, provided:

1. Reasonable notice of such request is given by the SUPERIOR OFFICER to THE CHIEF.
  2. The granting of the request, at the time so requested, will not, in the opinion of THE CHIEF, unduly disrupt the operation of the agency.
- f. Any Compensatory Time Off, accrued by a SUPERIOR OFFICER which is due him/her at the time of his/her retirement, shall be paid to him in monies, based upon:
1. His/Her rate at time of retirement
  2. Average of his/her rate over prior immediate 3 years, whichever is higher.

#### **6.14 Honor Guard**

- a. All Superior Officers in the Honor Guard shall be compensated at a minimum 3 hours overtime compensation, except when performing this function during a regularly scheduled shift or for the burial of a Waltham Police Officer (active or retired).
- b. All Honor Guard members, if on duty, shall be permitted to attend post ceremonial activities.

### **ARTICLE VII**

#### **COMPLEMENT OF SUPERIOR OFFICERS**

##### **7.1 Minimum Complement of the Department**

The minimum complement of the DEPARTMENT shall be 141.

##### **7.2 Minimum Complement of Superior Officers**

The minimum complement of the SUPERIOR OFFICERS of the DEPARTMENT shall be composed as follows:

Deputy Chief	1
Captains	4
Lieutenants	10
Sergeants	16

### **7.3 Vacancy In Ranks**

- a. For the purpose of this contract, a vacancy shall be considered as existing only when such vacancy is permanent.
- b. Any vacancy in the ranks of SUPERIOR OFFICERS shall be filled within 30 days of the existence of said vacancy pursuant to any valid Civil Service eligibility list for said vacancy. In the event no Civil Service eligibility list exists at the time of the vacancy, the CITY shall, within 30 days request an examination for said vacancy and shall fill the vacancy within 30 days of the request and/or subsequent receipt of an eligibility list.

## **ARTICLE VIII**

### **VACATIONS**

- 8.1 Vacations with payment of Regular Compensation shall annually be allowed according to the following schedule:
  - a. Each SUPERIOR OFFICER who, during the year, will have completed less than six months of service, shall receive a vacation with pay at the discretion of, and for a period of time to be determined by, the CHIEF.
  - b. Each SUPERIOR OFFICER who, during the year has, or will have completed at least one (1) year of service, but less than five (5) years, shall receive ten (10) working days of vacation.
  - c. Each SUPERIOR OFFICER who, during the year has, or will have completed, at least five (5) years of service, but less than ten (10) years, shall receive fifteen (15) working days of vacation.
  - d. Each SUPERIOR OFFICER who, during the years has, or will have completed at least ten (10) years of service, but less than fifteen (15) years, shall receive twenty (20) working days of vacation.
  - e. Each SUPERIOR OFFICER who, during the year has, or will have completed at least fifteen (15) years of service, but less than twenty (20) years, shall receive twenty-five (25) working days of vacation;

- f. Each SUPERIOR OFFICER who, during the calendar year has, or will have completed at least twenty (20) years of service shall receive thirty (30) working days of vacation.
- 
- 8.2
    - a. The vacation year shall run from January 1 of each year until December 31.
    - b. Each SUPERIOR OFFICER shall take his/her vacation during the year, excepting as hereinafter provided in "c".
    - c. Up to ten (10) days of vacation may be carried over to be taken during the following vacation period.
  - 8.3 In the event a SUPERIOR OFFICER works the last half night shift immediately prior to the commencement of his/her vacation, he/she shall be entitled to one (1) extra day of said vacation. Under no circumstances, however, shall a SUPERIOR OFFICER be entitled to more than one (1) extra day of vacation each year.
  - 8.4 Assignment and allocation of vacation days shall be at the discretion of the CHIEF. In making such assignments and allocations, the CHIEF shall give preference according to seniority of a SUPERIOR OFFICER to choose the time of his vacation.
  - 8.5
    - a. All vacation rights arising out of creditable service accumulated in any department of the CITY shall be transferable by a SUPERIOR OFFICER to and/or from any other department.
    - b. Creditable service pursuant to General Laws, Chapter 32, Section 4, and accrued by a SUPERIOR OFFICER as an employee of the City of Waltham shall be included in computing vacations.
  - 8.6 Elected Officials of the Massachusetts Police Association shall be granted time off to attend scheduled M.P.A. meetings.

## ARTICLE IX

### HOLIDAYS

**9.1** The following days are considered to be holidays:

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

**9.2** Holiday pay shall be paid on a basis of one-fifth ( $1/5$ ) of the employee's regular compensation, which regular compensation shall include additional compensation as described in Article 6 above.

**9.3**

- a. Any employee who is required to serve all or any part of a shift which falls upon Thanksgiving Day, Christmas Day or New Year's Day shall be given an additional one-half ( $1/2$ ) day's pay. Such one-half ( $1/2$ ) day's pay shall be calculated and paid as one-half ( $1/2$ ) of one-fifth ( $1/5$ ) of the employee's regular weekly compensation. As in Section 9.3 above, an employee's regular weekly compensation shall include compensation as described in Article 6 above.
  - b. Any employee whose regular schedule requires that employee to serve all or any part of two or three different shifts, each of which falls upon any one of those holidays specified in Section 9.31 shall be entitled to additional compensation as described and calculated in Section 9.31 above for each shift.
  - c. Effective July 1, 1991, Independence Day and Labor Day will be added to those holidays described in Section 9.31.
- 9.4** It is not the intent of the terms and conditions of Section 9.3 to provide this additional compensation for extensions of regular shifts that fall within the twenty-four hour period of each eligible holiday.

## ARTICLE X

## LEAVE OF ABSENCE

### 10.1 Leave for Association Business

- a. A Leave for Association Business for the purposes of this contract, shall be considered as a day during which a SUPERIOR OFFICER is assigned to perform a regular tour-of-duty, in accordance with the provisions of Article V and because of ASSOCIATION activities, as herein set forth, he is unable to perform such duties.
- b. For purposes of this contract, a SUPERIOR OFFICER, while on Leave for ASSOCIATION business, shall receive the Regular Compensation, as defined in Section 6.1, to which he/she is entitled at the time.
- c. ASSOCIATION representatives shall be granted Leave for ASSOCIATION Business for the purpose of investigating and processing grievances, including arbitration, attend negotiation meetings, ASSOCIATION Executive Board meetings, attend conferences and generally, to conduct official ASSOCIATION business.

### 10.2 Sick Leave

- a. Sick pay shall be granted to a SUPERIOR OFFICER at the discretion of the CHIEF, as presently exercised.
- b. Any SUPERIOR OFFICER using five (5) or less sick days during a year, shall be entitled to additional Personal Days as Follows:
  1. A SUPERIOR OFFICER using zero (0) sick days during a year shall be entitled to five (5) additional Personal Days during the following year;
  2. A SUPERIOR OFFICER using one (1) sick day during a year shall be entitled to four (4) additional Personal Days during the following year;
  3. A SUPERIOR OFFICER using two (2) sick days during a year shall be entitled to three (3) additional Personal Days during the following year;
  4. A SUPERIOR OFFICER using three (3) sick days during a year shall be entitled to two (2) additional Personal Days during the following year.
  5. A SUPERIOR OFFICER using four (4) sick days

during a year shall be entitled to one (1) additional Personal Day during the following year.

The said additional Personal Days shall not be deducted from the SUPERIOR OFFICER'S regular days off, vacation time, nor any other benefit presently enjoyed by the SUPERIOR OFFICER. Assignment of said additional Personal Days shall be at the discretion of the CHIEF, subject to all of the provisions of section 10.3.

- c. Any member who has not used any sick days for a period of five (5) consecutive calendar years shall be awarded five (5) additional vacation days. Individuals awarded these days shall be eligible for an additional five days after an additional five years of no sick time.
- d. During the calendar year in which a member retires, he/she shall be eligible for one additional personal day for each consecutive period of forty-five (45) calendar days of his/her employment during which he does not use sick leave. These additional personal days shall be in addition to all other provisions of this agreement.

#### **10.3 Personal Day Leave**

- a. For the purpose of this contract, a Personal Day shall be considered as a day on which a SUPERIOR OFFICER, for his own personal reasons, is excused from performing his regularly assigned tour-of-duty.
- b. Each SUPERIOR OFFICER shall be entitled to three (3) personal days off each year. Said days must be taken during the year that they are awarded, and may not be cumulative. The said three (3) shall not be deducted from the SUPERIOR OFFICER'S regular days off, vacation time, nor any other benefit presently enjoyed by the SUPERIOR OFFICER.
- c. Personal days may be taken with three hours notice, provided shift manning levels do not fall more than one man below the then established departmental minimums.

#### **10.4 Bereavement Leave**

- a. While on Bereavement Leave, a SUPERIOR OFFICER shall receive the Regular Compensation to which he/she is entitled in accordance with Section 6.1.
- b. Each SUPERIOR OFFICER shall be granted time off for deaths in the family at the discretion of the CHIEF as presently exercised. For the deaths of the following relatives, a SUPERIOR OFFICER shall be granted a minimum of four consecutive days off immediately following the



death, including work days and days off; mother, father, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, nephews, nieces, and first cousins.

- c. Additional days may be granted at the discretion of the CHIEF.

#### **10.5 Military Leave**

- a. For the purposes of this contract, Military Leave shall be considered as a day/days on which a SUPERIOR OFFICER who is a member of the Armed Forces of the United States, is excused from performing his/her regularly assigned tour/tours of duty, in accordance with General Laws, Chapter 33, Section 59.
- b. Each SUPERIOR OFFICER who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, Leave of Absence during the time of his/her annual tour of duty as a member of such reserve component, provided, however, that such leave shall not exceed seventeen (17) days.
- c. Leave without loss of regular compensation under this Section shall not be deducted from sick or injured leave or vacation leave.
- d. For the purposes of this Section, "one day's leave" shall mean a twenty-four (24) hour leave of absence.

#### **10.6 Maternity Leave**

Maternity Leave without pay will be granted in accordance with and subject to General Laws Chapter 149, Section 105D.

**ARTICLE XI**  
**INSURANCE/INDEMNIFICATION**

**11.1 Hospital and Medical Insurance Coverage**

- a. Each SUPERIOR OFFICER shall be covered by hospital and medical insurance. Said insurance shall be the Blue Cross/Blue Shield Master Medical Plan or a Health Maintenance Organization Plan at his or her option.
- b. The CITY shall pay ninety-nine (99%) percent of the SUPERIOR OFFICER'S total premium charge, and the SUPERIOR OFFICER shall pay one (1%) percent.

For any SUPERIOR OFFICER who subscribes to a Health Maintenance Organization (HMO) plan, the SUPERIOR OFFICER shall pay the minimum amount of the employee's total premium charge as required by MGL, Chapter 32B, Section 16.

- c. The CITY shall withhold from the SUPERIOR OFFICER'S compensation a sum sufficient to pay the SUPERIOR OFFICER'S share of the premium charge.
- d. In the event that any CITY employee, or group of CITY employees, other than those covered by this Agreement, is/are granted an insurance plan or benefits greater than that which is outlined in this Section, then this Agreement shall automatically be changed to include the better plan or benefit.

**11.2 Life Insurance**

- a. The City shall provide and pay fifty (50%) percent of the premium of a life insurance policy for each SUPERIOR OFFICER in the amount of \$10,000.00. Each SUPERIOR OFFICER shall be allowed to purchase increased coverage above the \$10,000.00 at his/her own expense to the maximum amount allowed by law.
- b. Every SUPERIOR OFFICER covered by this Agreement shall be eligible for funeral and burial expenses not to exceed \$2,000.00 or as more fully provided and set forth in Massachusetts General Law Chapter 41, Section 100G, as amended.

- 11.3** THE CITY shall indemnify SUPERIOR OFFICERS from personal loss and expense including legal fees and costs to the extent permitted under law. No such SUPERIOR OFFICER shall be indemnified if he/she has acted in a grossly negligent, willful or malicious manner.

**ARTICLE XII**

## **GRIEVANCE PROCEDURE**

### **12.1 Definition**

The term grievance shall mean any dispute concerning interpretation, application, or enforcement of this Agreement in any dispute concerning the rights, privileges, powers and/or immunities of the CITY and/or the ASSOCIATION or any member thereof, concerning wages, hours or conditions of employment.

### **12.2 Grievances shall be processed in the following manner:**

#### **Step #1 - ORALLY TO COMMANDING SUPERIOR OFFICER**

The SUPERIOR OFFICER suffering a grievance shall present the grievance orally to the Commanding Officer under whose command he/she is serving, who shall attempt to adjust the grievance informally.

#### **Step #2 - SUBMISSION TO COMMITTEE**

If the grievance is not resolved at Step #1, the SUPERIOR OFFICER shall submit the grievance, in writing, to the GRIEVANCE COMMITTEE, who shall thereafter attempt to adjust the grievance informally. If the grievance is not valid, or is unwarranted, the GRIEVANCE COMMITTEE shall so inform the SUPERIOR OFFICER, giving its written explanatory answer within five (5) days of the meeting.

#### **Step #3 - FORMAL ADJUSTMENT**

If the grievance has not been resolved at Step #2, the GRIEVANCE COMMITTEE shall within fifteen (15) days of its receipt present the grievance to the CHIEF, who shall within fifteen (15) days of his receipt of the grievance meet with the GRIEVANCE COMMITTEE. If the grievance is not satisfactorily adjusted at the meeting, the CHIEF shall within fifteen (15) days of the meeting give a written explanatory answer as to his actions.

Any grievance of a general nature, affecting a large group of members, may, at the option of the GRIEVANCE COMMITTEE be filed at Step #3 of the grievance procedure.

#### **Step #4 - SUBMISSION TO THE CITY**

If the grievance is not resolved at Step #3, within thirty (30) days of its submission to the CHIEF, the grievance shall be submitted to the CITY, A meeting between the MAYOR, and the GRIEVANCE COMMITTEE shall be

held within fifteen (15) days after referral to the CITY. If the grievance is not satisfactorily adjusted at this meeting, the City shall give its answer or reason within fifteen (15) days of the meeting.

#### **STEP #5 - SUBMISSION TO ARBITRATION**

If the grievance has not been resolved at Step #4, the ASSOCIATION, and only the ASSOCIATION by vote of its members, may through the GRIEVANCE COMMITTEE, submit the grievance to arbitration. Such submission shall be made within thirty (30) days after the expiration of the time limits stated in Step #4. Within the same thirty (30) days, written notice of said submission shall be given to the CITY, by delivery in hand, or by registered mail, addressed to the City Solicitor of the City of Waltham.

The arbitrator shall be selected by mutual agreement of the CITY and the GRIEVANCE COMMITTEE. If, in any instance, the PARTIES shall fail to agree upon the selection of an arbitrator, then either PARTY may request the Massachusetts State Board of Conciliation and Arbitration to appoint a person who shall serve as an arbitrator. Such hearing shall be conducted in accordance with the rules of the Massachusetts State Board of Conciliation and Arbitration.

#### **12.3 Manner of Submission of Grievance**

- a. A Grievance shall be submitted orally by the SUPERIOR OFFICER in Step #1.
- b. In all further steps, the grievance shall be submitted in writing, by the GRIEVANCE COMMITTEE.

#### **12.4 Time Limits**

- a. A Grievance shall be filed at Step #1 within thirty (30) days after knowledge or reason to know of the occurrence, or failure of occurrence, of the incident upon which the grievance is based.
- b. A grievance not appealed to any next step within 15 days, or to arbitration within prescribed time limits, shall be deemed settled.
- c. No incident that occurred, or failed to occur, prior to the effective date of the acceptance of these Grievance Procedures, shall be the subject of any grievances or arbitration hereunder.

## **12.5 Rights/Records/Decisions**

- a. It shall be the duty of the GRIEVANCE COMMITTEE to assure that no SUPERIOR OFFICER be discriminated against, or suffer harassment because he/she has given testimony, or taken part in any grievance procedure.
- b. The Secretary of the ASSOCIATION shall ensure that records are duly maintained of all grievance procedures.
- c. The decision of the arbitrator shall be final and binding upon the ASSOCIATION and SUPERIOR OFFICER and the CITY except that the arbitrator shall make no decision which alters, amends, adds to or detracts from the contractual agreement of the PARTIES.

## **ARTICLE XIII**

### **POLICE SUPERIOR OFFICER'S BILL OF RIGHTS**

- 13.1** The security of the CITY and its citizens depends, to a great extent, upon the manner in which the DEPARTMENT performs its duties. The performance of those duties involves the members of the UNIT in all manner of contracts and relationships with the public.

Out of such contacts and relationships may arise questions concerning the actions of members of the UNIT. Such questions may require investigations by the CHIEF.

- 13.2** To insure that investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the UNIT, the following rules of procedure will be established.
- a. The interrogation or interview of any SUPERIOR OFFICER shall be at a reasonable hour, preferably when the SUPERIOR OFFICER is on duty, unless the exigencies of the investigation dictate otherwise. In the latter event, the SUPERIOR OFFICER'S tour will be reassigned if practical.
  - b. When possible, the interrogation or interview will take place at the station.
  - c. All questions directed to the SUPERIOR OFFICER under interrogation or being interviewed shall be through no more than two (2) interrogators or investigators unless the circumstances dictate more.
  - d. The SUPERIOR OFFICER shall be informed of the nature of

the investigation before any interrogation or interview begins. Sufficient information to reasonably apprise the SUPERIOR OFFICER of the allegations will be provided. If it is known that the SUPERIOR OFFICER being interviewed is a witness only, he/she must be so informed.

- e. The interrogation or interview shall be within a reasonable amount of time and reasonable intervals of rest will be allowed. Time shall also be provided for personal necessities, meals and phone calls.
- f. No promise of reward shall be made as an inducement to answering questions.
- g. In all cases wherein a SUPERIOR OFFICER is to be interrogated concerning an alleged violation of DEPARTMENT'S rules and regulations, which if proven, may result in his/her dismissal, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing before being interrogated.
- h. When the investigation involves serious charges, and the SUPERIOR OFFICER is the subject of the investigation, and not only a witness, the complete interrogation of the SUPERIOR OFFICER shall be recorded mechanically or by a stenographer.
- i. A SUPERIOR OFFICER shall be advised of his/her Miranda rights when required by the law.
- j. Under the circumstances described in paragraph #h when a written or recorded statement is taken, the SUPERIOR OFFICER may, at his/her own expense, obtain a copy of said statement.
- k. In cases where the DEPARTMENT chooses to relieve a SUPERIOR OFFICER from duty pending an investigation or other administrative determination, the following conditions will prevail, unless the SUPERIOR OFFICER is charged and/or suspended forthwith:
  - (1) The SUPERIOR OFFICER shall remain on full salary and allowance and shall not lose any benefits for up to fourteen (14) days, or until formally charged and suspended.
  - (2) Should disciplinary action result from the investigation, the SUPERIOR OFFICER'S accumulated leave or compensated time may be charged as a setoff.

1. A member may, at his/her option, waive any or all of the rights he/she is entitled to under the Bill of Rights. He/she may revoke said waiver at any time thereafter and all original rights shall be reinstituted immediately.

## **ARTICLE XIV**

### **DEDUCTIONS**

#### **14.1 Association Dues**

- a. The CITY, subject to the provisions of General Laws, Chapter 180, Section 17A, shall deduct ASSOCIATION dues, and/or assessments upon receipt of authorization from each SUPERIOR OFFICER who is a member of the ASSOCIATION, who shall sign a deduction form card, to be supplied by the ASSOCIATION.
- b. The Secretary-Treasurer of the ASSOCIATION shall advise the City Treasurer, in writing, the amount to be withheld as ASSOCIATION dues.

#### **14.2 Agency Fee**

- a. All provisions as to an agency fee shall be subject to and accordance with the STATUTE.
- b. Payment of an agency service fee is a condition of employment, under this agreement.
- c. The CITY shall deduct an agency service fee from each SUPERIOR OFFICER who is not a member of the ASSOCIATION upon receipt of a signed authorization card from that SUPERIOR OFFICER.
- d. The Secretary-Treasurer of the ASSOCIATION shall advise the City Treasurer, in writing, the amount to be withheld as a service fee.

#### **14.3 Payment by City**

The City shall, weekly, forward to the Treasurer, the deduction made during the previous week.

## **ARTICLE XV**

### **RIGHTS OF THE ASSOCIATION/SUPERIOR OFFICERS**

#### **15.1 Officer's Rights**

- a. No SUPERIOR OFFICER may be disciplined, suspended or discharged except for just cause.
- b. No SUPERIOR OFFICER shall suffer discrimination or harassment because of any participation in any grievance procedure.
- c. Before arbitrating a violation of Sub-sections a or b, the SUPERIOR OFFICER must elect arbitration in writing as the exclusive remedy only to the extent however as required by the STATUTE.

#### **15.2 Use of Computer**

The CITY agrees to allow the ASSOCIATION to use the CITY'S computer for ASSOCIATION business, provided that it is not used for political purposes and there is no cost to the CITY.

#### **15.3 Printout**

The CITY shall, monthly, furnish the ASSOCIATION SUPERIOR OFFICERS with a computer printout of the previous month's overtime and its distribution to the SUPERIOR OFFICERS. Under no circumstances shall the computer printout be removed from the police station by ASSOCIATION SUPERIOR OFFICERS.

#### **15.4 Legal Defense Fund**

The City shall pay the cost of the ASSOCIATION'S Legal Defense Fund Program for each SUPERIOR OFFICER.

#### **15.5 Firearms**

- a. The DEPARTMENT shall issue to each SUPERIOR OFFICER a license to carry firearms, at no cost to the SUPERIOR OFFICER.
- b. Effective July 1, 1989, Any Superior Officer who has completed twenty years of service shall be issued one Colt Python Bright Stainless four inch Revolver model number I3041 with Grip CSW5149. This revolver shall become the Superior Officer's personal property upon his or her retirement. This subsection shall apply only to those members who were appointed to the Waltham Police



Department on or before May 1, 1972.

#### **15.6 Benefits and Privileges**

All benefits and privileges presently enjoyed by SUPERIOR OFFICERS shall continue during the term of this Agreement.

#### **15.7 Swap Time**

- a. SUPERIOR OFFICERS pursuing Educational Credits, in accordance with ARTICLE VI sec.6.3, may swap with other SUPERIOR OFFICERS.
- b. Swapping of shifts in all other instances, may be taken, at the discretion of the CHIEF, as presently exercised.
- c. In all instances, swap time shall be reported to the Assignment Officer who shall keep a record of the same.
- d. Repayment of swap time shall be made within one year of the date thereof.
- e. All swap time, shall be solely at the option of the SUPERIOR OFFICER and shall not affect the calculation of a SUPERIOR OFFICER'S compensation, pursuant to 29 U.S.C. 207 (p) (3), of the Fair Labor Standards Act.

#### **15.8 Residence**

All members shall reside within 30 air miles of the City from boundary to boundary within the Commonwealth of Massachusetts.

#### **15.9 Training**

Any member who wishes to attend any class being offered by the Massachusetts Criminal Justice Training Council or any other bona fide police training source, as reasonably determined by the Chief of Police, shall be permitted to attend said class without loss of compensation or benefits. Officers who, because of their specialties or assignment, require specialized training will be given first preference for training in the specific areas where that training is needed in accordance with present practice. No request for attendance being unreasonably denied. This shall not cost the City overtime.

#### **15.10 Specialty Jobs**

All specialty jobs will be posted, bid, and filled according to the posted specifications. All jobs out of patrol shall be considered a specialty job.

### **15.11 In Service Training**

Any member attaining a perfect score on the final examination for the annual in-service training class shall be awarded one additional personal day. In the event that this annual school is reduced to less than forty hours, the member must obtain a perfect score on the written portion of the annual firearms examination in addition to the in-service final exam.

## **ARTICLE XVI**

### **SUPERIOR OFFICER'S BENEFITS**

#### **16.1 Uniform Allowance**

- a. Effective July 1, 1988, the Uniform Allowance shall be \$600.00 each year.
- b. Effective July 1, 1989, the Uniform Allowance shall be \$650.00 each year.
- c. This allowance shall be paid in the first pay period in July.

#### **16.2 Replacement/Repair of Uniforms/Equipment**

- a. The CITY shall assume the cost of replacement/repair of uniforms/equipment destroyed/damaged in the line of duty. This provision shall not be applicable in an instance wherein damage is reimbursable through the Courts or otherwise.
- b. In the event of a change in style, color and/or type of uniform/equipment as ordered by the CHIEF and/or the CITY and to become effective on a date specified, the CITY shall advance to each SUPERIOR OFFICER, the total cost of compliance thereto, prior to the effective date of the changes.
- c. Members shall be permitted to purchase and wear the blue Gortex type blauer reefer on extra details. It shall be the members option to wear either the reefer or the leather jacket while on such a detail.
- d. Members shall be permitted to purchase and wear the blauer commando-style outer sweater provided that the members shall pay for the sweater and the procedures for wearing them shall be approved by the Chief of Police.

### 16.3 Police Cruisers and Departmental Equipment

- a. All police cruisers, both marked and unmarked, purchased by the City, shall contain air-conditioning.
- b. Protective partitions shall be installed in each marked cruiser between the front and back seats.
- c. Police cruisers shall be maintained in safe operating condition in accordance with Massachusetts Vehicle Regulations.
- d. The CITY shall pursue a preventative maintenance and repair program for each cruiser such that each cruiser is in safe operating condition in accordance with Massachusetts Vehicle Regulations. The CITY shall keep all seats in the police cruisers in good repair.
- e. All Departmental Equipment used by members of the association shall be maintained in good condition and working order.
- f. The CITY shall provide for the installation of rain gutters on all police cruisers purchased after the date of commencement of this Agreement.

### 16.4 Promotional Exams

- a. Promotional Exams shall be requested by the department immediately after promotional lists have been established and in effect for two years.

### 16.5 Command Training School

- a. Any Superior Officer who requests permission to attend the Command Training School conducted by Babson College **and who has not previously attended the same** shall be sent by the Department within a reasonable time. The expense of the school shall be funded by the City.
- b. The time spent at the school shall be in place of regular tours of duty with overtime compensation being granted where applicable.

## ARTICLE XVII

If any section(s) of this agreement should, by legislation and/or Court decision, become in contravention of the laws of the United States and/or the Commonwealth of Massachusetts, then the parties shall renegotiate such section(s) in order to eliminate the contravention. The aim of the parties, during such negotiations, shall be to both eliminate the contravention and to restore the parties as nearly as possible, to the status as existing prior to the contravention.

In the event of the contravention, either party may give to the other a notice of its desire to so renegotiate setting forth the time. Such time for renegotiation shall be no less than 10 nor more than 20 days following receipt of notice. If, during negotiation, compliance with such section should place either party in jeopardy of penalty or otherwise, then compliance shall be suspended until negotiations are complete.

Executed this                      day of                      , 1992.

CITY OF WALTHAM

WALTHAM POLICE SUPERIOR  
OFFICERS ASSOCIATION

William F. Stanley, Mayor

President

Approved as to form only  
and not as to substance:

City Solicitor

Secretary

Treasurer

MEMORANDUM OF AGREEMENT

THE CITY OF WALTHAM AND THE WALTHAM POLICE SUPERIOR OFFICER'S ASSOCIATION HAVE COME TO AN AGREEMENT ON THE NEW TERMS TO BE INCLUDED IN A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT COVERING THE PERIOD OF JULY 1, 1990 THROUGH JUNE 30, 1992.

THOSE TERMS AS AGREED UPON ARE AS FOLLOWS:

WAGES: ARTICLE 6.2: SHALL BE AMENDED TO REFLECT A TWO PERCENT (2%) INCREASE AS JULY 1, 1990 AND A THREE PERCENT (3%) INCREASE AS OF JULY 1, 1991.

SPECIALIST PAY: THE AGREEMENT SHALL BE AMENDED TO REFLECT THE FACT THAT THE MEMBERS OF THE ASSOCIATION ARE RELINQUISHING SPECIALIST PAY FOR THE FOLLOWING CATEGORIES: DETECTIVES; ADMINISTRATIVE ASSISTANT; OFFICER-IN-CHARGE OF TRAFFIC SUPERVISORS; COMMUNITY RELATIONS OFFICER; OFFICER-IN-CHARGE, PLATOON ON DUTY; AND FIELD TRAINING OFFICER. IN ADDITION, THE ARTICLE REFERRING TO THE ISSUANCE OF THE PYTHON REVOLVER SHALL BE AMENDED TO REFLECT THE FACT THAT THE SECTION WILL ONLY APPLY TO THOSE MEMBERS WHO WERE EMPLOYED BY THE WALTHAM POLICE DEPARTMENT PRIOR TO MAY 1, 1972.

*wef* IN RETURN FOR THESE "GIVE-BACKS", THE MEMBERS SHALL RECEIVE A "MANAGEMENT INCENTIVE PAY" OF \$825<sup>00</sup> PER MEMBER, PER YEAR. THIS "INCENTIVE" *DLA* PAY SHALL BE INCLUDED IN THE DEFINITION OF "REGULAR COMPENSATION" AND UNDERSTOOD TO BE AN ADDITION TO THE BASE PAY OF EACH MEMBER.

SERGEANTS DONALD WARD, RONALD POMERLEAU AND ROGER LEBLANC SHALL NOT BE INCLUDED IN THIS PROCEDURE, BUT SHALL BE "GRANDFATHERED" AT THEIR PRESENT SPECIALIST PAY OF \$1353.00 PER YEAR AS LONG AS THEY REMAIN IN THEIR PRESENT POSITIONS

IT IS AGREED THAT THE TOTAL AMOUNT OF MONEY ALLOCATED BY THE CITY FOR THIS SPECIFIC SECTION OF THE AGREEMENT (SPECIALIST PAY) SHALL BE \$38,000.00.

AWARDS PROGRAM: THE AWARDS PROGRAM, DEVELOPED BY THE CHIEF OF POLICE AND AMENDED BY THE ASSOCIATION, SHALL BE INCLUDED IN THE AGREEMENT. IT IS UNDERSTOOD THAT THE SECTION ENTITLED "EXEMPLARY SICK TIME" IS RETROACTIVE. (EXAMPLE: ANY MEMBER WHO, ON JANUARY 1, 1992, HAS HAD NO SICK DAYS FOR FIVE CONSECUTIVE CALENDAR YEARS SHALL BE AWARDED FIVE (5) ADDITIONAL VACATION DAYS UPON THE ACCEPTANCE OF THIS AGREEMENT BY THE ASSOCIATION.)

SHIFT ASSIGNMENTS - ARTICLE 5.5: AMEND BY MOVING THE DEFINITION OF "SENIORITY" TO ARTICLE 1.

COURT TIME -ARTICLE 6.12 (F) AMEND BY ADDING THE FOLLOWING LINE.."IN THE EVENT THAT IT IS NOT POSSIBLE TO ALLOW AN EARLY RELEASE ON THE LAST HALF SHIFT, THE MEMBER SHALL BE ALLOWED TO REPORT FOR DUTY FOUR (4) HOURS LATE ON THE FOLLOWING FIRST HALF SHIFT.

AMEND ARTICLE 6.12(a) BY ADDING A SECTION THAT PROVIDES THAT ANY MEMBER WHO IS REQUIRED TO ATTEND COURT AND THAT COURT SESSION CARRIES OVER INTO A FIRST HALF SHALL BE ENTITLED TO THE THREE HOUR MINIMUM OVERTIME PAY

HOLIDAY PAY:ADD A NEW SECTION TO REFLECT THE PRESENT HOLIDAY COMPENSATION PRACTICE

SICK LEAVE -ARTICLE 10.2: ADD A NEW PARAGRAPH WHICH PROVIDES THAT A MEMBER MAY EARN ADDITIONAL PERSONAL DAYS DURING THE CALENDAR YEAR IN WHICH HE/SHE RETIRES AT THE RATE OF ONE (1) ADDITIONAL DAY FOR EACH CONSECUTIVE PERIOD OF FORTY-FIVE (45) CALENDAR DAYS OF HIS EMPLOYMENT DURING WHICH HE DOES NOT USE SICK LEAVE.

PERSONAL DAY LEAVE - ARTICLE 10.3 SUBSECTION (C): AMEND BY REMOVING THAT PORTION OF THE FIRST SENTENCE WHICH READS, "FOR THE TERM OF THIS AGREEMENT ONLY AND EXPIRING ON JUNE 30, 1990 UNLESS OTHERWISE CONTINUED"

RESIDENCE REQUIREMENT - ARTICLE 15.8: ALL MEMBERS SHALL RESIDE WITHIN 25 AIR MILES OF THE CITY FROM BOUNDARY TO BOUNDARY

SPECIALTY JOBS - ARTICLE 15.9: ALL SPECIALTY JOBS WILL BE POSTED, BID, AND FILLED ACCORDING TO THE POSTED SPECIFICATIONS. ALL JOBS OUT OF THE NORMAL PATROL SHALL BE CONSIDERED SPECIALTY JOBS

TRAINING- ARTICLE 15.10: ANY MEMBER WHO WISHES TO ATTEND ANY CLASS BEING OFFERED BY THE MASSACHUSETTS CRIMINAL JUSTICE TRAINING COUNCIL, STATE POLICE, OR BABSON COLLEGE SHALL BE PERMITTED TO ATTEND SAID CLASS WITHOUT LOSS OF COMPENSATION OR BENEFITS. THIS ARTICLE SHALL NOT COST THE CITY OVERTIME NOR TUITION. NO REQUEST TO ATTEND SUCH CLASSES SHALL BE UNREASONABLY DENIED. *WORDING CHANGE ATTACHED. DB WEF*

IN-SERVICE TRAINING - ARTICLE 15.11: ANY MEMBER ATTAINING A PERFECT SCORE ON THE FINAL EXAMINATION OF IN-SERVICE TRAINING SHALL RECEIVE ONE (1) ADDITIONAL PERSONAL DAY. (NOTE: THIS SECTION SHALL BE RETROACTIVE TO JULY 1, 1990) *WORDING - 40 HOUR COURSE DB WEF*

REPLACEMENT/REPAIR OF UNIFORMS/EQUIPMENT: ALL MEMBERS SHALL BE PERMITTED TO PURCHASE AND WEAR THE BLUE GORTEX TYPE BLAUER REFER (FOR DETAILS) IT SHALL BE THE MEMBER'S OPTION TO WEAR EITHER THE REEFER OR THE LEATHER JACKET WHILE ON DETAILS

ALL MEMBERS SHALL BE PERMITTED TO PURCHASE AND WEAR THE OUTSIDE SWEATER PROVIDED THAT THE MEMBERS SHALL PAY FOR THE SWEATER AND THE PROCEDURES FOR WEARING THEM SHALL BE APPROVED BY THE CHIEF OF POLICE.

COMMAND TRAINING SCHOOL - ARTICLE 16.5: ANY SUPERIOR OFFICER WHO REQUESTS PERMISSION TO ATTEND THE COMMAND TRAINING SCHOOL AT BABSON COLLEGE AND WHO HAS NOT PREVIOUSLY ATTENDED SAME, SHALL BE SENT BY THE DEPARTMENT WITHIN A REASONABLE TIME. THE EXPENSE OF THE SCHOOL SHALL BE FUNDED BY THE CITY

## EMPLOYEE RECOGNITION PROGRAM

AN EMPLOYEE RECOGNITION PROGRAM SHALL BE ESTABLISHED FOR ALL MEMBERS OF THE WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION.

THE AWARDS AND PROCEDURES SHALL BE AS FOLLOWS:

**MEDAL OF VALOR WITH GOLD STAR ON RED RIBBON:** AWARDED TO A MEMBER WHO INTELLIGENTLY AND IN THE LINE OF DUTY, DISTINGUISHES HIMSELF BY THE PERFORMANCE OF AN ACT OF GALLANTRY AND VALOR AT IMMINENT PERSONAL HAZARD TO LIFE, WITH THE KNOWLEDGE OF THE RISK, ABOVE AND BEYOND THE CALL OF DUTY. OFFICERS SO RECOGNIZED SHALL RECEIVE THREE (3) DAYS OFF.

**MEDAL OF VALOR WITH SILVER STAR ON RED RIBBON:** AWARDED TO A MEMBER FOR THE SUCCESSFUL PERFORMANCE OF AN ACT OF EXTRAORDINARY HEROISM WHILE ENGAGED IN PERSONAL COMBAT WITH AN ARMED ADVERSARY, AT IMMINENT PERSONAL HAZARD TO LIFE IN THE INTELLIGENT PERFORMANCE OF DUTY. OFFICERS SO RECOGNIZED SHALL RECEIVE THREE (3) DAYS OFF.

**MEDAL OF VALOR WITH BRONZE STAR ON RED RIBBON:** AWARDED TO A MEMBER FOR AN ACT OF OUTSTANDING PERSONAL BRAVERY INTELLIGENTLY PERFORMED IN THE LINE OF DUTY, AT IMMINENT PERSONAL HAZARD TO LIFE UNDER CIRCUMSTANCES DISPLAYING A DISREGARD FOR PERSONAL CONSEQUENCES. OFFICERS SO RECOGNIZED SHALL RECEIVE THREE (3) DAYS OFF.

**COMMENDATIONS:** AWARDED TO A MEMBER FOR AN ACT INVOLVING BRAVE PERSONAL DANGER IN THE INTELLIGENT PERFORMANCE OF DUTY, OR A HIGHLY CREDITABLE UNUSUAL POLICE ACCOMPLISHMENT. OFFICERS SO RECOGNIZED SHALL RECEIVE A PURPLE RIBBON AND TWO (2) ADDITIONAL DAYS OFF. A BRONZE STAR SHALL BE ADDED TO THE RIBBON FOR EACH ADDITIONAL COMMENDATION IN ADDITION TO TWO (2) DAYS OFF.

**PRAISEWORTHY ACTIONS:** AWARDED TO A MEMBER FOR AN ACT OF INTELLIGENT AND VALUABLE POLICE SERVICE DEMONSTRATING SPECIAL FAITHFULNESS, PERSISTENCE, OR AN INTELLIGENT ACT MATERIALLY CONTRIBUTING TO A VALUABLE ACCOMPLISHMENT. OFFICERS RECEIVING THREE PRAISEWORTHY ACTIONS SHALL BE AWARDED A BLUE RIBBON AND ONE (1) DAY OFF. A BRONZE STAR SHALL BE ADDED TO THE RIBBON FOR THREE (3) ADDITIONAL PRAISEWORTHY ACTIONS, IN ADDITION TO ONE (1) DAY OFF.

**COMMUNITY SERVICE:** ANY MEMBER WHO HAS MADE AN OUTSTANDING CONTRIBUTION TO THE COMMUNITY OUTSIDE THE SCOPE OF LAW ENFORCEMENT, WILL RECEIVE A LETTER FROM THE CHIEF OF POLICE THAT WILL BE READ AT ROLL CALL.



SUPERIOR OFFICER OF THE YEAR: THE MEMBERS OF THE WALTHAM POLICE SUPERIOR OFFICERS ASSOCIATION SHALL SELECT ONE OF THEIR MEMBERS AS THE "SUPERIOR OFFICER OF THE YEAR". THE INDIVIDUAL SO HONORED SHALL BE RECOGNIZED AND REWARDED AS DEEMED APPROPRIATE BY THE CHIEF OF POLICE.

UNIT CITATIONS: IN AN EFFORT TO RECOGNIZE EXEMPLARY TEAMWORK, UNIT CITATIONS WILL BE AWARDED FOR OUTSTANDING PERFORMANCE OF DUTY DEMONSTRATED BY A GROUP, RATHER THAN AN INDIVIDUAL. PARTICIPATING MEMBERS OF THE GROUP WILL RECEIVE AN INDIVIDUAL LETTER RECOGNIZING THEIR PERFORMANCE. ADDITIONALLY, UNIT CITATIONS RECOGNIZING THE EFFORTS OF THE PARTICIPATING MEMBERS WILL BE DISPLAYED IN A PROMINENT LOCATION WITHIN THE DEPARTMENT.

PLATOON OF THE YEAR: IN A FURTHER ATTEMPT TO RECOGNIZE AND ENCOURAGE THE TEAMWORK AND COOPERATIVE EFFORT REQUIRED BY ALL MEMBERS, THE DEPARTMENT WILL ANNUALLY RECOGNIZE THE "PLATOON OF THE YEAR". THE CRITERIA FOR SELECTION SHALL BE DETERMINED BY THE COMMANDING OFFICER - PATROL DIVISION. THE MEMBERS OF THE PLATOON SO RECOGNIZED SHALL EACH BE AWARDED ONE (1) DAY OFF AND OTHER RECOGNITION AS DEEMED APPROPRIATE BY THE CHIEF OF POLICE.

EXEMPLARY SICK TIME: MEMBERS WHO HAVE A HISTORY OF EXEMPLARY SICK TIME SHALL BE REWARDED IN THE FOLLOWING MANNER:(A). ANY SUPERIOR OFFICER WHO HAS NO SICK DAYS FOR FIVE CONSECUTIVE CALENDAR YEARS SHALL BE AWARDED FIVE (5) ADDITIONAL VACATION DAYS.(B). INDIVIDUALS AWARDED THESE DAYS SHALL BE ELIGIBLE FOR AN ADDITIONAL AWARD OF FIVE (5) DAYS AFTER AN ADDITIONAL FIVE (5) YEARS OF NO SICK TIME. THESE DAYS SHALL BE IN ADDITION TO ANY OTHER BENEFITS FOR EXEMPLARY SICK TIME OUTLINED ELSEWHERE IN THIS AGREEMENT.

SENIORITY: MEMBERS SHALL BE RECOGNIZED ON THE FIFTH ANNIVERSARY OF THEIR HIRING DATE, AND EVERY FIVE YEARS THEREAFTER, BY A LETTER FROM THE CHIEF OF POLICE TO BE READ AT ROLL CALL. IN ADDITION, SUCH EMPLOYEES SHALL DISPLAY SERVICE BARS ON THEIR UNIFORM JACKETS IN ACCORDANCE WITH DEPARTMENT UNIFORM PROCEDURES.

EMPLOYEE RECOGNITION COMMITTEE: AN EMPLOYEE RECOGNITION COMMITTEE SHALL BE ESTABLISHED AS FOLLOWS: THE ASSOCIATION SHALL APPOINT FOUR (4) MEMBERS, ONE FROM EACH DIVISION, AND THE CHIEF OF POLICE SHALL APPOINT ONE (1). THE PURPOSES OF THIS COMMITTEE SHALL INCLUDE REVIEWING NOMINATIONS OF MEMBERS PROPOSED FOR MEDALS OF VALOR AND COMMENDATIONS. THE COMMITTEE MAY ALSO BE CONVENED TO REVIEW THE ENTIRE EMPLOYEE RECOGNITION PROGRAM TO ENSURE THAT IT IS ACCOMPLISHING THE GOAL OF RECOGNIZING AND REWARDING EXEMPLARY EMPLOYEE PERFORMANCE.

NOMINATIONS FOR AWARDS: EXCEPT AS OUTLINED ELSEWHERE IN THIS SECTION, ANY MEMBER OF THE ASSOCIATION MAY NOMINATE ANOTHER MEMBER TO RECEIVE AN AWARD. EXCEPT AS OUTLINED ELSEWHERE IN THIS SECTION, THE FINAL DETERMINATION OF MAKING SUCH AWARDS SHALL REST WITH THE CHIEF OF POLICE.