

AGREEMENT
BETWEEN
THE TOWN OF SOUTHBRIDGE
AND
THE SOUTHBRIDGE POLICE ASSOCIATION
LOCAL 153
MASSACHUSETTS COALITION OF POLICE

July 1, 2013 – June 30, 2016

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This Agreement is entered into effective the 1st day of July, 2013, pursuant to the provisions of Massachusetts General Laws Chapter 150E, as amended, by and between the Town of Southbridge, hereinafter referred to as the "Town", and the Southbridge Police Association, Massachusetts Coalition of Police, AFL-CIO, Local 153, hereinafter referred to as the "Union".

P R E A M B L E

It is mutually agreed that both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.

It is further acknowledged that this Agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment.

The Union, for itself and the employees represented by it, agree that it will cooperate with the Town and support the Town's efforts to end all practices, which obstruct efficient municipal services.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any department or agency of the town government which is expressly provided for by State Statute, Town Charter, or By-laws of the Town of Southbridge except as expressly limited herein.

ARTICLE 1 UNION REPRESENTATION

The Town, in accordance with the certification of the State Labor Relations Commission, Case No. MCR-3248, hereby recognizes that the Union is the sole and exclusive representative of all full-time permanent sworn employees of the Police Department including the position of Police Sergeant, Police Officer, Permanent Intermittent Police Officer, and full-time provisional Police Officer, and excluding the positions of Police Chief and Lieutenant, for the purpose of bargaining with the respect to wages, hours of duty and other conditions of employment.

ARTICLE 2. MANAGEMENT RIGHTS

The Town shall not be deemed to be limited in any way in the exercise of the functions of municipal management or government and shall have all the powers, authority and prerogatives of municipal management or government including, but not limited to, the following examples:

- A. The operation and direction of the department.
- B. The determination of the level of service.
- C. The direction, control, supervision, evaluation and training of the officers and sergeants.
- D. The determination of employee classifications and the interpretation of job descriptions.
- E. The increase, diminution, change or discontinuance of operations in whole or in part.
- F. The institution of technological changes and the revisions of equipment and facilities.
- G. The determination of the number of personnel and organization for the department.
- H. The assignment and transfer of officers and sergeants.
- I. The scheduling and enforcement of working hours and leaves.
- J. The determination of overtime.
- K. The determination of whether goods or services shall be leased, contracted, or purchased or whether such shall be done on a temporary or permanent basis.
- L. The appointment, promotion, demotion, supervision, discipline or discharge of officers or sergeants.
- M. The relief of officers or sergeants due to lack of funds or the incapacity to perform duties or for any other legitimate reason.
- N. The promulgation, amendment and enforcement of reasonable rules and regulations and of administrative procedures as the Town deems necessary.
- O. The determination of the existence of an emergency declared in accordance with law and the power to take all necessary action to respond to that emergency, notwithstanding and provision of the contract.

- P. For the purpose of this contract, the word "officer" shall mean all police personnel covered under this bargaining unit.

The exercise of rights of management shall not be subject to submission to the arbitration procedure established in Article 2 herein, except to the extent expressly abridged by a specific provision of this Agreement.

ARTICLE 3. UNION ACTIVITY

The Union will notify the Town, in writing, of the four permanent, full-time employees employed by the Town for at least one year, who will act as the Union Committee. The Union shall have reasonable access to employees to discuss working conditions, provided that it does not interfere with the performance of duties, and that prior approval of such access is obtained from the department head or his designee. The Union shall have reasonable access to employees to discuss Union affairs provided that it does not interfere with the performance of duties, and that prior approval of such access is obtained from the department head or his designee. The Union shall have the right to post notices on a bulletin board where there will be no general public access, providing that the material posted shall not contain any political or anything reflecting upon the Town, and any of its employees, or any other Union organization of town employees. The collection of dues or assessments and solicitation of membership shall be restricted to non-working hours.

ARTICLE 4. NO STRIKE

It is understood and agreed that the services performed by Town employees included in this Agreement are essential to the public's health, safety, and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action at any time including upon termination of this Agreement, which will interrupt or interfere with the said services performed by the Town of Southbridge. No employee or representative of the Association shall cause or take part in any strike or other action deemed by law to be a strike. In the event of a violation of this section, the Association agrees to take positive affirmative steps with the employees concerned, and to hold employees meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. It is further agreed that if any employees covered by this Agreement engage in a strike or other action deemed by law to be a strike, the Town shall have the privilege of disciplining such employees within its complete discretion. If any dispute develops over whether or not any employee, whom the Town has disciplined or proposed to discipline, participated in the above violation, such disputes shall be handled in accordance with the provisions of this Agreement.

ARTICLE 5. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

- A. Discrimination Prohibited: Neither the Town nor the Union shall discriminate

against any employee covered by this Agreement in a manner which would violate any applicable laws of race, creed, color, national origin, age or sex.

B. Union Membership or Activity: Neither the Town or the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of lawful Union membership or non-membership activity or status.

C. Union Fair Representation: The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

ARTICLE 6. SICK LEAVE

Employees covered by this Agreement shall receive full pay for absence due to personal sickness upon approval of the department head. Sick leave shall be accrued at the rate of one and one-quarter (1-1/4) days per month beginning with the seventh month of continuous employment with the Town. This is to be considered a form of insurance for the employee, to be used only as intended.

It is the responsibility of each employee requesting paid sick leave to notify the Police Chief, or in his absence, the shift commander, at least two (2) hours prior to the start of his regular shift. If an employee becomes sick or ill during their work shift, he must notify or cause notification to be made to the Police Chief or shift commander. Sick leave notification as outlined above must be made for each work day that paid sick leave is being requested. An officer on sick leave from a serious injury that happened on off-duty time may be excused from calling in provided he has a slip from his doctor substantiating the injury.

The Town reserves the right to request medical proof of illness when the Police Chief deems it necessary. The doctor's certificate shall be at the employee's expense with the Police Chief stating, in writing, his reasons for the request of a doctor's certificate.

For each absence after the second incident of sick leave in a calendar year an employee shall not be eligible for extra duty (Article 16), overtime (Article 17), or engage in any outside employment, trade or occupation for a period of 16 hours following the shift for which he/she reported sick. One incident is defined as absence from continuous days of scheduled duty.

In the event that an employee has established a pattern of sick leave abuse or has used excessive sick leave, subsequent sick leave absences may be subject to discipline. "Excessive absenteeism" is defined as four (4) or more incidents of sick leave, use in a calendar year not classified as FMLA leave. For example, a one-week absence due to pneumonia constitutes one incident.

If an employee who is sick or injured off duty and requests to be assigned to light duty, he/she may be so assigned at the discretion of the Chief of Police.

Any employee, who has reported in sick because he/she is incapacitated and unable to report for duty, shall be confined to his/her home during their assigned shift after the fourth (4th) instance of sick leave use in one year. This provision will also apply when an employee reports in sick for their first scheduled shift after vacation. When confined to home, the employee must be accessible by telephone (answering machine is not acceptable) for verification of presence at home. An employee may leave his/her home for medical treatment, picking up medicine or prescriptions. He/she must call the superior officer on duty before leaving home for approval. This provision will apply only during the employee's regularly scheduled eight (8) hour working shift.

PERSONAL DAYS

Employees covered by this agreement shall be able to use two (2) personal days on a calendar year basis, to be used in the year in which they are granted. There shall be no accumulation of or payment for unused personal days. The employee must notify the Police Chief or his/her designee seven (7) days in advance of his/her request to take a personal day. Any personal day must be approved by the Chief of Police or his/her designee. Personal days used under this provision are not charged to sick leave.

Any employee using five or less sick days during a calendar year shall be entitled to additional personal days as follows:

- A. An employee using zero (0) sick days during a calendar year shall be entitled to five (5) additional personal days the following year;
- B. An employee using one (1) sick day during a calendar year shall be entitled to four (4) additional personal days the following year;
- C. An employee using two (2) sick days during a calendar year shall be entitled to three (3) additional personal days the following year;
- D. An employee using three (3) sick days during a calendar year shall be entitled to two (2) additional personal days the following year;
- E. An employee using four (4) sick days during a calendar year shall be entitled to one (1) additional personal day the following year.
- F. Additional personal days accrued under this section shall be requested by the employee at least seven days in advance. In an emergency, the Chief may grant a request with less than seven days' notice. If the Chief does not grant the requested date(s), the employee may request the day(s) at a later time. Approval of these personal days shall be in the order submitted.

No officer shall engage in any outside employment, trade or occupation while collecting sick leave benefits. Employees shall not accrue sick leave for any period during which

they are on layoff or other leaves of absence without pay or in violation of Article 4. No Strike.

SICK LEAVE BUY-BACK

At the time of the retirement, or death of an employee, the Town shall pay the employee for unused sick leave under the following conditions:

- A. A minimum of fifty (50) days sick leave must be accumulated at the time of retirement or death.
- B. An employee must have a minimum of ten (10) years of continuous full-time employment with the Town at the time of retirement, or death.
- C. Effective July 1, 2002, payment shall be at a rate of \$50.00 per day up to a maximum of 150 days or \$7,500.00.
- D. Effective June 30, 2015, payment shall be at a rate of \$60.00 per day up to a maximum of 150 days or \$9,000.00.

The Town reserves the right to promulgate such written rules and regulations as are deemed necessary to administer the provisions of the sick leave allowance.

ARTICLE 7. HEALTH PLAN COVERAGE

The Town agrees to pay one-half of the health insurance coverage. The levels of benefits provided shall be determined by the Town. In the event that the Town enters into an agreement to raise the Town proportion of cost or coverage of health coverage plan, the employees of the department shall be included in such revised plan.

ARTICLE 8. VACATION

- A. Employees covered by this Agreement shall be entitled to a vacation allowance with pay provided that they have completed full-time, continuous service as follows:

Years	Vacation Accrual
One, but less than 5	2 weeks (10 working days)
5 but less than 10	3 weeks (15 working days)
10 but less than 15	4 weeks (20 working days)
15 but less than 20	5 weeks (25 working days)
20 and after	6 weeks (30 working days)

- B. An employee shall have the option of using two (2) vacation days each year as

individual float days subject to the approval of the Police Chief or his/her designee. The employee must notify the Police Chief or his/her designee seven (7) days in advance of his/her intention to take a float day.

- C. Seniority shall be the determining factor in choosing vacations; however, the Chief of Police shall have the final authority to refuse vacation choices that interfere with the essential services and efficiency of the department.
- D. Vacation seniority for lateral transfers shall be based upon the date of employment with the Town.
- E. Vacations shall be chosen no later than December 31st of each year and posted on the bulletin board in the desk area of the Police Department. The Union must object to any error or omissions in the vacation schedule within seven (7) calendar days after the Union should reasonably have known of any errors or omissions. If no objections are made within said time period, the vacation schedule shall remain as posted. Scheduling of vacations shall commence on November 1st of each year. If vacations have not been chosen by December 31st, the Chief of Police shall assign vacations. Each employee must choose his/her vacation period within one (1) day of being notified that he/she is next to choose. If the employee does not choose within the time period, the choice shall then go to the next senior person.
- F. Choice of vacation periods shall be made in the following manner:
 - 1. By seniority, each employee shall choose two (2) weeks of vacation any time during the year and not necessarily consecutively.
 - 2. After each employee has had the opportunity to choose a two (2) week period, each employee shall then be allowed to choose an additional week if he/she is entitled to it.
 - 3. After each employee has had the opportunity to choose an additional week as outlined in (B) above, the process shall be repeated until all vacation time earned by employees has been chosen.
- G. The vacation schedule shall remain posted in the Police Department for the entire year.
- H. The administration of the vacation allowance shall be in accordance with such by-laws and rules and regulations as the Town shall deem necessary to implement.
- I. If an employee goes out on sick or injured leave immediately prior to a scheduled vacation and this leave extends into the scheduled period, then the leave shall not be charged to vacation leave without the employee's consent.

- J. Employees working in the bargaining unit as of July 1, 2007, shall have their vacation based on their accumulated or continuous service. If an employee receives vacation based on accumulated service, that employee shall pick any additional vacation (beyond the initial choice of vacation by all employees) after all other vacation has been picked.

ARTICLE 9. BEREAVEMENT LEAVE

In the event of death in the employee's immediate family, i.e., father, mother, father-in-law, mother-in-law, sister, brother, son, daughter, or spouse, step-son or step-daughter, the employee shall be granted the next four (4) shifts off following the death with pay at the regular rate of pay. In the event of death of a grandfather, grandmother or grandchild, the employee will be granted two (2) shifts off at the regular rate of pay. If the funeral of a brother-in-law or sister-in-law, aunt or uncle occurs on an employees' scheduled workday, one (1) shift off to attend the funeral shall be granted with pay for the regularly scheduled shift. The Chief may grant additional day(s) off without pay.

ARTICLE 10. FALSE ARREST

The Town of Southbridge shall purchase insurance bond for all members of the bargaining unit in case of the misfortune of being sued for false arrest.

ARTICLE 11. COURT TIME

When an employee is required to appear in court as part of his/her duties, on his/her day off or vacation he/she shall receive additional compensation at time and one-half his/her regular hourly rate for not less *than three (3) hours*. When an employee is required to appear in court as part of his/her duties at a time other than his/her scheduled shift he shall be paid a minimum of three (3) *hours* pay at a rate equal to time and one-half his/her regular hourly rate. Effective July 1, 2008, minimum court time day will increase to four (4) hours.

Effective July 1, 1986 court witness fees shall not be deducted from amounts paid under this article.

ARTICLE 12. HOLIDAYS

The following legal holidays shall be observed by the Town of Southbridge:

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

Whenever a legal holiday falls on a Sunday, the following day shall be observed as the holiday. Each employee shall be paid for an additional eight (8) hours at the regular hourly rate in the holiday week.

However, if an employee is scheduled to work on a holiday and is absent on sick leave on that holiday, than he/she shall not be entitled to holiday pay for that holiday.

If an employee is not scheduled to work on a holiday, he/she shall not be entitled to holiday pay if he/she is absent on sick leave on the last regularly scheduled workday before the holiday or the first regularly scheduled workday following the holiday. In order to receive holiday pay, the employee must work his scheduled tour of duty on the day before the holiday.

Employees working a '5 and 2' work schedule shall, at the option of the Police chief, either work the holiday and receive an additional day's pay or have the holiday off with pay in lieu of additional holiday pay.

Personnel assigned to detective duty will be paid for holidays only if assigned to duty on the holiday at the discretion of the Chief.

ARTICLE 13. MILITARY LEAVE

An employee, who is a member of the National Guard or any component of the United States Reserves, shall be paid his regular salary, not to exceed seventeen (17) days in any one year. The employee must present to the department head an authenticated copy of the military orders and pay vouchers issued to him/her showing the dates on which the military duty was performed and amount paid. Lacking such substantiation shall be reason to deny payment of salary during such absence.

The employee must give at least one (1) week written notice of any military duty to the Police Chief or his designee. In the case of emergency duty, an employee must immediately give notice of such duty to the Police Chief. Failure to provide notice as specified will result in disciplinary action being taken against the employee.

The employee shall notify the Police Chief as soon as he is made aware of or should have known of any military leave that is for the duration of more than the normal weekend drill.

ARTICLE 14. JOINT SAFETY COMMITTEE

There shall be a joint committee on occupational safety consisting of the Chief of Police and the Union Committee. Upon written request to the department head, the committee may meet not more than once a month, except during June, July and August, to make recommendations on occupational safety. The recommendations of the committee are advisory in nature only and are not to be construed as binding upon the department head or the Town.

Any safety concerns shall be brought to the attention of the union by any officer and shall be reported to the Chief in writing by a person designated by the Union within 24 hours of such notification.

ARTICLE 15. INJURY IN LINE OF DUTY

In accordance with the provisions of Massachusetts General Laws, the Town shall meet its obligation to provide for payment of those hospital, medical and drug expenses for those employees in the police department who may be injured or disabled in the performance of duty. Prior to approval of the Police Chief of injury on duty leave, the employee must establish through proper evidence and/or witnesses that such injury was suffered in the performance and within the scope of his/her duty without fault of his/her own and the employee must report such injury or disability to the Police Chief or his designee before any leave can be taken for injury in the line of duty. The employee must fill out the Injured on Duty report prior to leaving that shift on which the injury occurred, unless seriously injured in which case the shift supervisor shall complete the report. Any employee receiving an injury in the line of duty with the exception of minor injuries which may be treated at the scene shall be required to receive immediate medical attention for all injury claims and shall submit a doctor's certificate to the Police Chief or his designee within 24 hours of the injury, if possible, stating how long the employee will be out of work as a result of the injury.

Also in accordance with the provisions of the General Laws, sick leave shall not be charged during the period that the employee is in absence because of injury status.

An employee may not engage in secondary employment while in an injured on duty status.

Before returning from injury in the line of duty leave, or during such leave, the employee, at the discretion of the Town may be required to have a physical examination at the expense of the Town, by a doctor designated by the Town to determine the employee's capacity to perform work assigned. If that report conflicts with the employee's physician, a third opinion shall be sought from a physician mutually agreed upon by the employee's physician and the Town's physician.

In the event a physician appointed by the Town determines that an employee on injured leave is capable of performing in a limited duty capacity, the employee may be assigned to limited duty at the discretion of the Chief. The Chief's exercise of such discretion shall not be considered past practice. Such duty will be restricted to regular police duties that the employee is capable of performing. The Town agrees that the physician selected to make such determination shall be qualified to diagnose the specific disabling condition.

ARTICLE 16. EXTRA DUTY

Whenever any town department or outside agency seeks the services of a uniformed

police officer for extra police work, all such work shall be assigned through the police department on a rotation basis on the part of the employees. The term "Extra Duty Details" for the purpose of this Article shall mean police duty which shall be performed outside the regularly scheduled hours for which the employee shall receive extra compensation in accordance with the schedule set forth. At no time shall an employee receive extra duty pay from any source while in a pay status for those hours that the extra duty was performed. The assignment of extra duty details will be made under the following standards, consistent with the best interest of the operation of the department. The position of lieutenant shall be eligible for extra duty under the terms of this article.

- A. Extra duty details will be assigned on an equal opportunity basis.
- B. An extra duty roster of those police officers willing to accept such work shall be maintained in the department. It shall be established on a Civil Service seniority basis and shall rotate so as to provide each officer an equal opportunity for extra duty work.
- C. When a new appointment is made to the police department, his/her name will be placed at #1 on the extra duty list and will begin rotating on the date of the appointment.
- D. The roster shall clearly indicate seniority of officers available for assignment, the date, name of the agency requesting police service, the name of the officer, and such other data deemed necessary to document a fair system of assignments. The records of such assignments shall be subject to examination by the Union representative in the presence of the Chief of Police.
- E. Auxiliary officers or officers from other towns will not be called more than 24 hours prior to the start of the job.
- F. Extra duty assignments shall be made to permanent, full-time police officers unless such officers are not available or willing to accept the assignment.
- G. Refusal of extra duty shall not be regarded as an opportunity. Any officer that refuses, cannot be reached, is on vacation, out on sick leave or any other reason for not taking a job will not be penalized.
- H. The list will be called starting at #1 and called until the job is filled or to the end of the list. If an officer takes a job he will go to the bottom.

Example – Officers 1, 2, 3, 4 are called they do not want the job. #5 is called and takes the job. The list is renumbered and #5 will go to the end. Officers 1, 2, 3, 4, stay the same, #6, 7, 8, 9, etc. will move up to 5, 6, 7, 8, etc.

- I. At the beginning of the week the list will be renumbered with 1 going to 2, 2 going to 3, etc. The last person on the list will move to #1.

- J. It shall be the obligation of every officer willing to accept extra duty to be available to be contacted. When possible, the list will be called by the sergeant, officer in charge, or his/her designee on Saturday at 9:00am. Failure to contact an officer shall not be regarded as an opportunity. Every effort should be made to give as much advance notice as possible for scheduling of extra duty. It shall be each officers responsibility to check the detail list (if a pick was placed on the pick list by that officer in advance of the list being called) to check if his/her requested job was given to that officer. The pager system shall be used to fill all details that arise during the week.
- K. Written notice shall be given to the Chief of those officers who do not wish to participate in extra duty. If, at a later date, an officer does wish to accept extra duty he shall communicate this in writing to the Chief and his name shall be placed at the bottom.
- L. Any officer who is unable to work an assigned extra duty detail shall notify the Chief of Police or his designee at least six (6) hours prior to the starting of the detail except in case of emergency.
- M. The Chief shall determine the level of manpower for the job taking into consideration the size, nature, type of event and safety of the officer.
- N. Any officer who works for another town shall be compensated at the pay rate received by that town's officers. Officers performing duties in another town will be paid upon receipt from the town which duty was performed.
- O. No officer shall be allowed to work for another town unless all extra details in Southbridge have been filled for that day.
- P. The chief shall notify all construction companies that a 48 hour notice must be given to the Police Chief of pending construction work so that officers can be scheduled. Except in a case of an emergency no company will be allowed to work if they have not given proper notice.
- . The rate for non-municipal extra duty details shall be time and one-half the minimum rate (without Quinn) of a sergeant with a four hour minimum. Officers who work four hours or more but less than eight hours on a non-municipal detail will receive eight hours' pay. Officers who work more than eight hours will receive additional pay in increments of thirty minutes. The rate for municipal extra duty details shall be time and one-half the employee's regular rate as determined by the Fair Labor Standards Act. Municipal extra duty details are defined as assignments for the Town, Town School Department or any other Town agency. Sundays and holidays shall be time and one-half the detail rate. For time in excess of eight hours on a detail, the rate shall be time and one-half the detail rate. This rate shall be effective as of the date of signing

this contract and no retroactive payments shall be paid for details worked before that date.

- Q. Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees are what the courts refer to as non-delegable exclusive managerial prerogatives.

The Town and the Union acknowledge that the Chief of Police possess the discretion to determine the appropriate level of police service as well as the qualifications of persons to perform traffic direction in the Town to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any other work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

The Town shall establish a revolving fund in the amount of \$5,000 under the provisions of Chapter 44, Section 53C.

ARTICLE 16A ORDERED IN LIST FOR EXTRA DUTY

Any officer that is on the extra duty list will be placed on the ordered in list for details only. The list will be numbered by department seniority, with the least seniority being number 1 and the officer with the most seniority being the last on the list.

If an officer is ordered in by the Chief or his designee, the list will begin at one (1) and continue till it is filled. The officer that is ordered in will now become the last officer on the list. Officers on vacation, sick leave or bereavement will not be ordered in.

ARTICLE 16B. DISPATCH OPERATIONS

The Town shall have the right to transfer the dispatch operations of the Department to non-bargaining unit personnel upon thirty (30) days written notice to the Union.

At its discretion, the Town may utilize civilian employees to perform the dispatch function. In addition, the Town may assign and train newly appointed police officers to perform the dispatch function prior to their assignment to a police academy.

The Town reserves its right to assign any police officer to the dispatch operation in accordance with the operational needs of the department.

ARTICLE 17. COMPUTATION FOR OVERTIME PAY

Employees covered by this Agreement shall be paid at one and one-half times their regular hourly rate for all hours required to be worked in excess of their regularly scheduled tour of duty or work shift. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

An employee called back to work outside of his/her normal scheduled work shift shall receive a minimum of four (4) hour pay at time and one-half unless the time extends into his/her regular work shift. If the assignment is completed, the officer shall report to the shift officer for an assignment for the remaining time, at the discretion of the shift supervisor.

ARTICLE 18. ASSIGNMENT OF OVERTIME

Insofar as practicable, the assignment of overtime will be made under the following standards, consistent with the efficient performance of the work involved and the best interest of the operation of the department:

- A. Overtime will be assigned on an equal opportunity basis. (It is the intent of this standard that each employee shall be afforded an equal number of opportunities to work overtime with no obligation on the part of the department to equalize actual overtime hours.)
- B. An overtime roster of those police officers willing to accept overtime shall be maintained in the department. It shall be established on a seniority basis and shall rotate so as to provide each officer an equal opportunity for overtime assignment.
- C. The roster shall clearly indicate overtime calls, overtime service by name, date, seniority and such other data deemed necessary to document a fair system of assignments. In case of a grievance involving such records, they shall be subject to examination by the Union representative in the presence of the Chief of Police.
- D. Overtime assignments shall be made to permanent, full-time police officers unless such officers are not available or willing to accept the assignment.
- E. Refusal of an overtime assignment shall not be regarded as an opportunity. An Officer taking a job will be placed at the bottom of the list. Officers refusing a job for any reason will not lose his/her/ place on the list.
- F. No police officer shall be compelled to participate in a parade when it falls on his regular day off or during his scheduled vacation.
- G. Voluntary Overtime Assignment: Any police officer who does not wish to participate in voluntary overtime assignments shall so advise the Chief in writing, whereupon his name shall be withheld from the overtime roster until such time as a written notice requesting participation is received. Upon receipt of such notice, the officer's name shall be placed at the bottom of the roster list.

- H. No overtime assignment shall be made while a police officer is in the status of sick leave or injury in line of duty status or leave of absence, nor will an officer be eligible for overtime assignment or a paid detail until at least sixteen (16) hours have elapsed since the last time of such sick leave.
- I. **Mandatory Overtime Assignment:** After exhausting the overtime roster with employees refusing the overtime assignment, the Chief of Police may assign police personnel by a rotation method of seniority, from lowest to highest so as to provide all police department personnel with this mandatory overtime assignment. This roster shall be kept separate and apart from the voluntary overtime roster.
- J. For overtime that requires special knowledge or expertise as determined by the Police Chief or his designee regardless of an officer's place on the departmental overtime roster, an assignment will be made at the discretion of the Police Chief.

Special to be defined as: Photos, fingerprints, female, foreign language interpretation, motorcycle, firearms, first aid, knowledge of controlled substances, radar operator.

Any police officer gaining special knowledge or expertise as approved by the Police Chief shall be included on the list and that officers on this list shall be assigned on an equal opportunity basis in accordance with the provisions of this article.

- K. Any officer that is on Vacation, Sick Time, or Bereavement will not be ordered in, except in exceptional circumstances as determined by the sole discretion of the Police Chief.

ARTICLE 19. GRIEVANCE PROCEDURE

DEFINITION: The term grievance shall mean any dispute concerning interpretation, application or enforcement of the terms of the collective bargaining agreement between the union and the Town of Southbridge and any dispute concerning the rights, privileges, powers, and/or immunities of the Town of Southbridge and/or the Union or any member thereof, concerning wages, hours or conditions of employment. It shall also include any question as to whether the supervision or discharge of an employee is reasonable. Probationary employees shall have the right to bring grievances under this article with the sole exception of the discharge of the employee during the probationary period.

Grievances shall be processed in the following manner:

Step 1:

The employee and/or the Union shall present the grievance orally to his/her immediate supervisor or to the commanding officer under whose command he is serving, who shall attempt to adjust the grievance informally. This step shall be taken within ten (10) days

after the knowledge, or reason to have knowledge, of the alleged violation.

Step 2:

If the grievance is not resolved at Step 1, the employee and/or the Union shall within ten (10) calendar days after the conclusion of Step 1, present the grievance, in writing, to the Chief of Police. The grievance shall state the nature of the incident, the section or sections of the agreement on which the grievance is based, the relief sought, and it shall be signed by the employee and/or the union steward. The Chief of Police, or his designee, shall meet with the employee and/or the union within five (5) calendar days after receiving the grievance and attempt to adjust the grievance. The Chief of Police shall give his written decision to the employee and/or the union within three (3) days after meeting with them. Any grievance of a general nature, affecting a large group of members may, at the option of the Union, be filed at Step 2.

Step 3:

If the grievance is not resolved at Step 2, within five (5) calendar days it shall be referred to the town Manager. Upon receipt of the grievance, the Town Manager shall schedule a meeting to be held within seven (7) calendar days with the employee and/or the union, at which time resolution of the grievance shall be the goal. The Town Manager may request the attendance of the aggrieved employee(s).

The Town Manager shall decide the matter and give notice of his decision to the employee and the union within seven (7) calendar days of said meeting. Such notice shall be written.

Step 4:

If no satisfactory settlement of the grievance is reached in Step 3, the matter may be submitted to arbitration by the Union. The union shall file a demand for arbitration in the manner set forth below within fifteen (15) days of receipt of the Town Manager's written decision.

The arbitrator shall be selected by mutual agreement of the parties by submission of a demand to the American Arbitration Association, or if both parties agree, the Labor Relations Connection to provide a list of prospective arbitrators in accordance with their arbitration rules or as further agreed by the parties.

The arbitrator shall consider only the particular issue or issues presented to him/her in writing by the Town Manager and the aggrieved employee through the union.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The written decision of the arbitrator shall be final and binding on both parties.

The cost of the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be borne equally by the town

and the union, but each party shall bear its own expenses for the presentation of its case.

Time limits contained in the steps of the grievance procedure may be extended by written mutual agreement of the parties. If such a written agreement is not executed, all grievances shall be deemed waived if the specified time limits are not met. If the grievance is not appealed to the next step within the time limits set forth above or a mutually agreed upon extension has been reached, it shall be considered settled on the basis of the Town's last answer.

The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step, the town's representative fails to give his written answer within the time limits therein set forth, it shall be deemed denied and the union may appeal the grievance to the next step at the expiration of such time limit.

It is agreed that an employee may not pursue a complaint through the arbitration procedure and the civil service procedure at the same time. The employee must notify the Town of his/her intended course of action prior to proceeding with the arbitration portion of the grievance procedure.

While both parties may maintain files of grievances and the disposition thereof, the town shall not make any entry or file any paper in the personnel file of any employee involved in a grievance except as may be required to implement the disposition thereof.

No reprisals of any kind shall be taken by any party hereto against any person or party who participates in any grievance proceeding by reason of participation.

All grievances under consideration must be processed in accordance with the terms of this agreement in effect at the time of the incident which gave rise to the grievance occurred.

ARTICLE 20. WAGES

The wages for all employees in the collective bargaining unit covered by this Agreement shall be in accordance with the schedule that follows this section.

It is understood and agreed that no expenditure or compensation will be paid to employees in accordance with this Agreement unless and until the requirements and procedures required by law and the provisions of the Town Charter are satisfied.

Advancement from one step to the next in any position classification shall be effective on the first date of the pay period following the anniversary date of employment in continuous employment in the same position classification, if in the opinion of the department head the performance of the employee warrants such step increase. Such step increase to be denied only after due written warning, specifying cause for denial.

UNIFORM POLICE PERSONNEL

Base wages shall be increased as follows:

<u>Effective</u>	<u>Amount</u>
<u>June 30, 2011</u>	<u>1%</u>
<u>July 1, 2012</u>	<u>1 %</u>
<u>July 1, 2013</u>	<u>2%</u>
<u>July 1, 2014</u>	<u>2%</u>
<u>July 1, 2015</u>	<u>2.5%</u>

Effective July 1, 2011, the base rate Detective will be increased by 3%.

Shift Differential

Shift Differential will be paid to Officers who work the evening shifts. Officers working any time after 3PM and ending before 11PM will be considered second shift. Officers working anytime after 11PM and ending before 7AM will be considered third shift.

2nd shift officers will be paid \$1.00 per hour in addition to the officer's regular pay.

3rd shift officers will be paid \$1.25 per hour in addition to the officer's regular pay.

Shift differential will be included in vacation pay only, effective July 1, 2012.

Bi Weekly pay:

Employees will be paid biweekly.

ARTICLE 21. CHECK-OFF (DUES DEDUCTIONS)

The town shall for the duration of this agreement deduct regular periodic union dues each week from the paycheck of each employee who individually and voluntarily certifies, in writing, authorization for such deduction. The union agrees to indemnify and save the town harmless against any and all claims, duties or other forms of liability arising out of the deduction of money for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union. If an employee is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her during said deduction period, no deduction will be made from that employee for that period. The Union will arrange collection of dues in such instances directly with the employee. When the employee returns to pay status on the payroll, the Town shall reactivate the deduction of his/her dues. The voluntary authorization of or the deduction specified herein shall be as follows:

I hereby authorize and direct any municipal officer or head of any municipal department to deduct from any earnings accumulated to my credit, any weekly membership dues charged against me by the Union upon presentation and formal demand, of the currently weekly amount thereof, by the proper authorities (Treasurer) of that organization, agreeing that the Town of Southbridge, its officers and agents, shall be saved harmless for such deductions made under these circumstances as provided by General Laws, Chapter 180, Section 17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Accountant, or Town Treasurer or head of my department, and by filing a copy of such notice of withdrawal of authority for such payroll deductions to the Treasurer of the Union.

_____ Date

_____ Signature

ARTICLE 22. PERSONNEL ASSIGNMENTS

The Town agrees to compensate under the following schedules and conditions.

OTHER ASSIGNMENTS

In addition to the regular annual compensation of any permanent, full-time police officer that may be assigned to perform duties in the following positions, an employee shall receive a stipend as indicated so long as he is in a pay status and is so assigned.

Canine Officers Limit of two Officers-----\$500.00 annually

It is understood that there is no obligation upon the Town to provide for the assignment of any of the above positions and that any assignment may be changed or discontinued by the Town.

ARTICLE 23. WORK SCHEDULE

The work schedule shall be arranged so as to assign employees, in succession, four (4) days on duty and two (2) days off. The work day shall consist of eight (8) hours per day with thirty (30) minutes allowed within that period for meal breaks. The Court Officer shall work five (5) days on duty (Monday through Friday) and two (2) days off with every third Friday off.

Employees assigned to work as Detectives shall either work four (4) days on and two (2) days off, or five (5) days on and two (2) days off with every third Monday off at the discretion of the Chief.

For purposes of pay, Article 20, Wages, refers to calendar weekly payments. For purposes of calculating overtime and other special pay on an hourly basis, the regular

hourly rate of pay shall be the calendar week salary divided by forty (40).

Work schedule: Shift bidding shall take place three times per year and shall take effect on the second Sunday in January, the second Sunday in May and the second Sunday in September on the basis of Civil Service seniority within rank. Bidding seniority for lateral transferees shall be based upon the date of employment with the Town. There shall be twenty-four hours notice to bid. Each officer shall have 24 hours after notification to select the shift.

There shall be a 90 day probationary period following shift bidding during which an employee may be reassigned by the Chief of Police until the next scheduled shift bid (April 1 or October 1). The Chief shall specify the reason for the reassignment of the affected individual in writing. Such reassignment shall not be arbitrary, capricious or unreasonable. Reassignment shall not be used as a form of disciplinary action or for the purpose of undermining the shift bidding process. Reassignment shall not be for the reason of assigning to a shift a new hire who has not yet attended academy training.

In the event of such a reassignment, the Chief shall direct a constrained re-bid, under which only individuals with less seniority in the same rank as the reassigned individual(s) shall be eligible to bid.

As per the current practice, new hires shall not be eligible for shift bidding until they have successfully completed academy training and have been granted full police powers. New hires shall not be eligible for shift bidding until completion of field training for a period of time to be determined by the Chief of Police but not to exceed one full shift bid. The Town will exercise reasonable diligence in scheduling new hires for training.

In accordance with the provisions of Article 2, Management Rights, the Town reserves the right to maintain necessary supervision over all shifts and therefore it is understood that employees who hold the rank of sergeant will be assigned to a shift separate from patrol officers in accordance with the schedule outlined in this Article on the basis of Civil Service seniority within the rank of Sergeant.

ARTICLE 24. UNIFORM ALLOWANCE

Subject to budget appropriation, the Town agrees to provide an annual uniform allowance in the gross amount of \$1,150, to be paid in July of each year.

It is up to the officer to make appropriate purchases. If an officer is sent home to change the uniform because it did not pass inspection, the officer will be without pay until the uniform has been changed and the officer is back at work.

Upon completion of the twelve (12) month probationary period for a new patrolman appointee, the Town shall reimburse such employee in the amount of \$250.00 to compensate for the initial expense of purchasing the uniform and equipment authorized

and required.

A standard duty flashlight, to be determined by the Chief, will be provided to each officer. If the flashlight must be replaced for any reason, it will be charged to the officer's uniform allowance. The Town reserves the right to promulgate policy and rules and regulations relative to all aspects of the uniform allowance provisions. All issued equipment shall remain the property of the Town.

ARTICLE 25. STABILITY OF AGREEMENT

No Agreement, understanding, alteration or variation of the Agreement in terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or conditions, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

ARTICLE 26. SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. In the event that any mandatory state or federal law is enacted after the effective date of this agreement which materially changes the obligations of either party, the affected party shall have the right to reopen negotiations for the sole purpose of adjusting that portion of the Agreement that is affected by such mandatory legislation.

ARTICLE 27. JUST CAUSE

No employee shall be removed, dismissed, discharged, suspended, or disciplined, except for just cause.

The filing of a demand for arbitration, which the Town agrees is arbitratable, shall constitute an election of arbitration as the exclusive remedy pursuant to the provision of General Laws Chapter 150E, Section 8.

ARTICLE 28. WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining. It is further acknowledged that this Agreement constitutes the entire agreement between the parties with respect to rates of pay, wages, hours of employment and other conditions of employment, and supersedes all prior agreements, understandings, and practices

pertaining thereto, which shall be effective during the term of this Agreement, and shall be subject to and conditioned upon compliance with all statutory requirements and provisions of the Southbridge Town Charter. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 29. PHYSICAL EXAMINATIONS

Health and Fitness Standard:

The Union agrees that a health and fitness standard will be set as agreed to by the Chief and the Union. The standard will be verified by the Chief between July 1 and September 30 of each fiscal year. The test will be posted six weeks in advance. Beginning July 1, 1993, any officer who achieves and maintains this standard will be entitled to two personal days to be authorized at the discretion of the Chief. Effective July 1, 1994, three personal days may be authorized.

Employees covered by this Agreement shall be required by the Town to undergo a periodic physical examination. It is understood that the physical fitness agility program is not mandatory. The Town shall determine the extent of the examination and/or test and bear the cost of such examination and/or test.

The intent shall be to conduct a physical examination for each regular uniformed police officer on a regular interval basis. The examination shall be established and administered by the Police Chief. It is understood that the results of the physical examination will be confidential between employees and the testing agency. The Town of Southbridge will not have any access to any information pertaining to the results of an individual's testing.

It shall be the responsibility of the employee concerned to take remedial measures of any treatment recommended by the examination or test. If the need for any medical treatment or more intensive diagnosis is disclosed the cost shall be borne by the employee unless caused by I.O.D.

Effective July 1, 1997, all new members shall be obligated to maintain a passing score on the state administered physical abilities test. The parameters of said test shall run in conjunction with the Executive Office of Human Resources Division Guidelines.

Effective July 1, 2006 all employees in the bargaining unit shall be eligible to receive the three (3) personal days outlined in paragraph one of this article provided that the number of employees participating does not exceed twenty one (21).

ARTICLE 30. TRAINING AND FIREARMS PROFICIENCY

Employees shall not be eligible for overtime pay for attendance for attendance at school for basic training. Employees required by the Chief to attend other training sessions outside of their regular tour of duty shall receive compensatory time off for each hour spent at a training session or may receive overtime. Assignment of such compensatory time off shall be at the discretion of the Chief and must be taken within the same fiscal year.

Officers shall meet such firearms proficiency and marksmanship standards as established by the Massachusetts Criminal Justice Training Council. Compliance with such standards shall be a condition of employment.

Each Sergeant shall be required to attend supervisory training school set up by the Massachusetts Criminal Justice Counsel or comparable.

CPR training will be given annually, which is required by State law and first aid training will be given every three (3) years.

The Town will conduct a regular in-service educational program for all officers which will include training to qualify for any special assignments with particular reference to training in radar, breathalyzer, photography, fingerprints and firearms.

All costs will be at the expense of the Town.

Effective each fiscal year beginning July 2010:

- A. Employees receiving an education incentive benefit of 10% set forth in Article 35 of the agreement shall attend eight (8) hours of training for eight (8) hours of compensatory time annually, at an hour for hour rate.
- B. Employees receiving an education incentive benefit of 20% set forth in Article 35 of the agreement shall attend twelve (12) hours of training for twelve (12) hours of compensatory time annually, at an hour for hour rate.
- C. Employees receiving an education incentive benefit of 25% set forth in Article 35 of the agreement shall attend sixteen (16) hours of training for sixteen (16) hours of compensatory time annually, at an hour for hour rate.

EQUIPMENT:

For the safety of the officers and the people of the Town of Southbridge, each vehicle will be equipped with the following:

Fire extinguisher, first aid kit, blanket, flares, rope, pry bar and shotgun. The tear gas will be put in designated area.

The equipment required under this Article shall be monitored by an officer designated by

the Union and any deficiencies shall be reported immediately to the Chief.

ARTICLE 31. WORKING OUT OF GRADE

A police officer who is directed by the Police Chief to perform the duties and assume the responsibilities and authority of a higher grade than that which the employee normally holds for a full shift shall receive additional compensation at the rate of one dollar per hour.

It is further agreed upon, that a police officer assigned by the Police Chief to a partial shift as stipulated above shall be compensated at a rate of one dollar per hour for the period of time that he is assigned to work out of grade.

ARTICLE 32. LEAVE OF ABSENCE

Leave of absence without pay may be granted by the Town Manager upon request to the Chief of Police for as long as one (1) year period for the purpose of: (1) Medical - personal - immediate family illness; (2) Parenting (maternity, paternity, adoption and child birth); (3) Professional improvement; and (4) Military service and government service. Precedence in granting past leaves of absence shall not be considered.

Extended leaves (those of duration beyond one year) may be granted at the discretion of the Town Manager.

Upon completion of his/her leave, the officer will return to the same step in the salary schedule which he/she held prior to his/her leave of absence. However, upon completion of his/her leave, the officer shall be placed on the next successive step on his/her salary schedule if the Officer has worked more than fifty percent (50%) of the calendar year in which leave was granted.

During the military leave, the Officer shall continue to accrue seniority and shall be placed on the appropriate step on the salary schedule as though the officer had never been on leave.

ARTICLE 33. NO SMOKING

There shall be no smoking in any police department vehicle.

Effective July 1, 1987, all new full-time employees of the Southbridge Police Department shall be required as a condition of employment to refrain from the smoking of tobacco products at any time, whether on duty or off duty.

Effective July 31, 1987 no member of the bargaining unit may smoke tobacco products while on duty except in the smoking areas designated by the Chief.

ARTICLE 34. LONGEVITY PAY

After completion of ten (10) years accumulated full-time employment which shall be based on the date recorded in the Town Clerk's Office, each employee shall be entitled to an annual longevity payment in addition to the base salary. The longevity payment shall be based on the following schedule and shall be paid on the first pay day following the employee's anniversary date.

NUMBER OF YEARS OF SERVICE	PAYMENT
10-14	\$500.00
15-19	\$1,000.00
20-24	\$1,500.00
25-29	\$2,000.00
30 +	\$2,500.00

The employee shall notify the Chief of Police in writing seven (7) days prior to his/her anniversary date.

Longevity pay shall be taken into account when computing the overtime rate for the purposes of the Fair Labor Standards Act.

ARTICLE 35. EDUCATION INCENTIVE

Employees in the bargaining unit as of January 1, 2010 shall receive annually the following educative incentive increases in their base pay which shall apply to overtime, court time and holiday pay:

- A. 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement from an accredited institution.
- B. 20% for a Baccalaureate degree in law enforcement from a degree in law enforcement from an accredited institution.
- C. 25% for a Master's degree in law enforcement for a degree in law enforcement from an accredited institution.
- D. For purposes of this article, an accredited institution is any school listed by the New England Association of Schools and Colleges Commission or Institutions of Higher Education.
- E. Effective July 1, 2013, employees hired into the bargaining unit after January 1, 2010 shall receive the following education benefits for a criminal justice or related degree: Associate's Degree, \$1,000, or Baccalaureate Degree, \$4,000.

ARTICLE 36. SENIORITY

If more than one (1) appointment is made at the same meeting: 1) an original

appointment will be based on academy grade; 2) promotional appointments if more than one (1) promotion at the same meeting, department seniority will determine the order of appointment.

ARTICLE 37. AGREEMENT, DURATION, TERMINATION AND CHANGES

Section 1. This Agreement between the Town and the Union shall constitute an entire agreement between the parties effective July 1, 2013, except as otherwise provided herein, and shall supersede any other agreement.

Section 2. This Agreement shall remain in full force and effect until June 30, 2016. Thereafter, this Agreement shall not automatically renew itself unless mutually agreed upon. It is further agreed that if no new agreement has been signed prior to said expiration date, this agreement shall remain in full force and effect until such new agreement has been signed.

This agreement is subject to appropriation.

IN WITNESS WHEREOF, the Town and the Union have caused this Agreement to be executed in their names by duly authorized representatives.

TOWN OF SOUTHBRIDGE

Town Manager

SOUTHBRIDGE POLICE ASSOCIATION
M.C.O.P. LOCAL 153

