

**ARTICLE I
RECOGNITION AND UNION SECURITY**

The Town of Abington recognizes the International Brotherhood of Police Officers, Local 393, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time police officers of the Town, excluding the Lieutenant, Deputy Chief and the Chief of the Police Department.

The Town of Abington will not bid, promote or finance any labor group or organization which purports to engage in collective bargaining, nor make any agreement with any group or individual for the purposes of undermining the Brotherhood or changing any conditions contained in this Agreement.

**ARTICLE II
RETENTION OF CIVIL SERVICE RIGHTS**

The members of the Abington Police department covered under this Agreement shall continue to enjoy their Civil Service rights as provided in the General Laws of the Commonwealth of Massachusetts.

**ARTICLE III
MANAGEMENT RIGHTS**

The Town of Abington maintains the exclusive right to direct the employees of the Abington Police Department, except as such right is relinquished, modified or abridged by, or is in conflict with this Agreement. This right shall include but shall not be limited to the right to:

- (a) Direct the employees
- (b) Hire, promote, transfer and assign the employees
- (c) Suspend, demote, discharge or take other disciplinary action
- (d) Take any action necessary in order to maintain the efficiency of the Police Department.
- (e) Determine the methods, means, manner and personnel by which services shall be rendered.

The right to make reasonable rules and regulations shall be considered an acknowledged function of the Town except as such right is relinquished, modified or abridged by, or is in conflict with Agreement.

**ARTICLE IV
UNION DUES DEDUCTION AND SECURITY**

Section 1

The Town of Abington agrees to deduct from the pay of all employees covered by this Agreement the dues of the Brotherhood, which has jurisdiction over such employees who submit dues authorization forms furnished by the Brotherhood, and agrees to remit same to said Brotherhood prior to the end of the month for which the deduction is made. Where the law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week the deduction is made, the employee must make arrangements with the Brotherhood to pay such dues in advance.

Section 2:

Upon demand of the Union and within forty-five (45) days notice in writing to the Employer, the Employer shall deduct from the salary of each contributing employee covered by the terms of this Agreement a sum not to exceed fifty (50) cents per week for a political education fund fee. The Employee shall transmit the amount to the Union.

Deductions shall be strictly voluntary and shall be authorized by each individual employee. Any employee who wishes to contribute to the said political education fund fee shall authorize his/her deduction by notifying his/her payroll clerk and the Union on a form provided by the Union.

It is understood that the political education fund fee will be processed as an increment to the applicable amount of the Union dues or agency fee normally deducted from the employee's salary. It is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said political education fund fee.

**ARTICLE IV
WORK WEEK**

Section 1

Employees covered under this Agreement shall work a minimum of forty (40) hours a week. All hourly wages will be computed on a forty (40) hour week. The regular work week shall consist of one (1) tour of duty for four (4) consecutive days, followed by two (2) consecutive days with no tour of duty. No police officer shall work more than sixteen (16) hours within a twenty-four (24) hour period except in an emergency or as directed by the Chief of his designee. Court time shall be excluded from this provision. Working hours include private details.

Section 2

Biweekly pay shall commence whenever it is implemented town wide.

ARTICLE VI

Leaves of absence without pay may be granted at the sole discretion of the Chief for up to three (3) months in accordance with the provisions of civil service laws and subject to review by the Board of Selectmen.

Section 1:

Employees covered under this Agreement shall be entitled to leave with pay for the purpose of taking an oral or written examination given by the Division of Civil Service for promotional purposes only.

Section 2:

Employees covered under this Agreement who suffer the loss through death of a father, mother, sister, brother, spouse, child, father-in-law or mother-in law, shall be granted a leave of absence with pay not to exceed four (4) days on any one occasion to attend the funeral for said time at the employee's regular rate.

Section 3:

Employees covered under this Agreement who suffer the loss through death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent, grandchild or first cousin shall be granted a leave of absence with pay for one (1) day for attendance at the funeral if such funeral is during scheduled work hours.

Section 4:

Employees covered under this Agreement who are duly elected delegates or alternates shall be excused from duty for no more than two (2) days without loss of pay while in attendance at the Massachusetts Police Association convention, providing such convention is held within the Commonwealth of Massachusetts and during said delegates, or alternates, scheduled work shift. Not more than three (3) employees may be excused from duty under the provisions of this Section.

Section 5:

Employees covered under this Agreement who are duly elected delegates or alternates shall be excused from duty for no more than three (3) days without loss of pay while in attendance at the international conventions of the International Brotherhood of Police Officers, providing such convention is held during said employee's scheduled work shift. No more than two (2) employees may be excused from duty under the provisions of this Section.

Section 6:

Each employee shall be granted special leave with pay for a day on which he is able to secure another employee to work in his place, provided such substitution does not impose any additional cost to the Town. The Chief or his designee in charge shall be notified not less than one (1) day prior to its becoming effective. Except in the case of emergency, notification may be made by telephone.

Section 6A:

Once a swap is granted it is the duty of each Officer to ensure that the swap is successfully completed and that the shift(s) involved in the swap are covered. Officers shall notify the Chief of Police or his designee of the date of the pay back when requesting or seeking a swap. If this date is to be changed for any reason the officer involved in the swap shall notify the Chief of Police or his designee. Approval of the changed pay back date shall not be unreasonable withheld. All swaps must be paid back within one year.

Hold Over / Early Release: The annual 12 swap limitations on swaps shall not include hold over / early releases these will be permitted allowing Sergeants and Patrol Officer to commence or complete detail assignments. Such hold over / early releases shall not exceed two hours, if over two hours approval must be granted from the Chief, Deputy Chief or his designee. Police Officers shall be allowed to work a detail assignment while on a vacation day or other authorized leave day excluding a sick leave.

Shift Swaps: Patrol Officers: May swap shifts with other patrol officers without annual limit. Swaps between Patrol Officers shall include swaps in order to work details.

Shift Swaps: Specialists: All specialist holding the title Detective Sergeants, Detective Patrolman, Safety Officer and Court Prosecutor (Officers approved by the Chief of Police do not apply) are limited to twelve shift swaps per year.

Any new specialist position created by the chief or his designee, shall in writing, or within the guidelines of the position, make known any limitations that may conflict with the contractual agreement between the Town of Abington and the International Brotherhood of Police Officers, Local 393.

*Commercial Motor Vehicle Enforcement**

1. Certified Officers assigned to commercial motor vehicle enforcement shall be granted special leave with pay for a day on which he/she is able to secure another employee to work in his/her place, provided such substitution does not impose any additional cost to the town. The chief of police or his designee in charge shall be notified not less than one (1) day prior to its becoming effective. This notification will be made using the Department's internal e-mail. Except in the case of emergency, notification may be made by telephone.
2. Certified officers assigned to commercial motor vehicle enforcement are limited to twelve (12) swaps per calendar year. Reports from The Department of Homeland Security suggest there is a high probability terrorist's could use a commercial motor vehicle to carry out an attack. This restriction was imposed to this position to deter and/or prevent a possible terrorist attack. The chief or his designee has the right to increase the limit at any time, based on the current terrorist threat level or emergency condition. Emergency defined in this section only as: a sudden, unforeseen happening, which requires action to correct, to protect lives and/ or property.
3. Officers assigned to commercial motor vehicle enforcement shall be granted unlimited swaps with any certified officer assigned to the Commercial Motor Vehicle Enforcement Unit.

Shift Swaps: Sergeants: Sergeants may swap shifts with other Sergeants without annual limit. Swaps between Sergeants shall include swaps in order to work details. Swaps between Sergeants and Patrol Officers are limited to twelve shift swaps per year. If a Patrol Officer swaps between Sergeants and that Officer involved in that shift swap is O.I.C he shall waive the O.I.C stipend. Sergeants may not swap a shift with a Patrol Officer in order to work a detail. This does not include Hold over / Early release. (**Please See Attached Addendum**)

(* Language change effective 9/14/06, see attached Memorandum of Understanding)

ARTICLE VII OVERTIME

Any employee covered by this Agreement who is required to work when he is not on his regular tour of duty shall be paid in accordance with the provisions of Massachusetts General Laws.

Employees may, but shall not be required to, receive compensatory time off equal to the hours worked in lieu of time and one-half (1- ½) pay for overtime worked. Compensatory time off shall be taken at the discretion of the employee subject to written notification to the Chief of Police or his designee forty-eight (48) hours before such compensatory time off is to be taken. The Chief of Police or his designee shall be notified in writing of the employee's decision to take compensatory time off in lieu of overtime pay within forty-eight (48) hours of working such overtime. Compensatory time off may not be accumulated to more than forty (40) hours.

Section 1:

All overtime will be paid at the rate of time and one-half (1-1/2) of the basic hourly rates of the employee's regular compensation. Overtime compensation shall be paid for all hours and any portions thereof in excess of forty (40) hours per week.

Section 2:

When an employee is required to return to duty to perform overtime duties on a regular working day, and when such duty shall not be involved, said employee shall be paid a minimum of three (3) hours pay at a time and one-half (1-1/2) rate.

However, if an officer is required to return to the station merely to sign a report, he shall not be compensated for it.

Section 3:

In computing overtime, any day taken as valid sick leave shall be accounted for as a day worked within the week said sick day was taken.

Section 4:

Any additional duties or overtime work involving bargaining unit work will be offered first to covered employees by seniority under this Agreement on rotating right of first refusal basis. After all such additional duties or overtime work has either been assigned or refused in accordance with the above; the Chief of Police may assign the remaining additional duties or overtime to other qualified persons.

In case of emergency, the Chief of Police retains absolute discretion in handling any and all situations with regard to actual or potential manpower shortages. In such circumstances, however, the Chief of Police shall give due regard to the first paragraph of this section.

Section 5:

Fair Labor Standards Act: The parties anticipate that the overtime and compensatory time off provisions of the Fair Labor Standards Act may be enforceable on and after April 15, 1986. The parties, therefore, agree that the Town of Abington shall pay compensation for all overtime hours worked, after April 15, 1986, in amounts which are not lower than those required under Article VII or under the Fair Labor Standards Act, if applicable.

The parties further agree that Article VII shall not be construed or applied, after April 15, 1986, to provide the employees the covered hereunder with greater compensation for overtime hours worked than that which may be required by the Fair Labor Standards Act, if applicable, except where Article VII already provides greater compensation for overtime hours worked than the Fair Labor Standards Act. The employer has the right to

declare, under Section 7 (k) of the Fair Labor Standards Act, the creation of a twenty-eight (28) day work period (171 hours) for the purposes of computing overtime entitlement under the Fair Labor Standards Act. The parties shall meet and attempt to agree on a standard regular rate for any overtime which may be payable under the Fair Labor Standards Act.

The parties further understand and agree, however, that Article VII only provides for compensatory time off, in lieu of overtime pay, at a straight time rate. Accordingly, compensatory time off will only be allowed, after April 15, 1986, to the extent that the giving and receiving of such compensatory time off at a straight time rate, does not violate the provisions of the Fair Labor Standards Act.

ARTICLE VIII TEMPORARY SERVICE OUT OF RANK

A police officer that serves temporarily in a higher rank shall be compensated at the maximum rate of the next higher rank. In the event that a sergeant, the deputy chief or the chief is not working on any shift, the patrolman with the highest seniority shall assume the role of supervisor and will be paid at a rate equal to that of a sergeant as long as he/she is assigned, provided that the senior officer shall have signed that he/she is willing to accept the duties of the sergeant or deputy chief for any applicable shifts.

ARTICLE IX HOLIDAY PAY

Holiday pay shall be paid to all employees for the following holidays:
New Year's Day, Labor Day, Martin Luther King Day, Columbus Day, Washington's Birthday, Veterans' Day, Patriots' Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day.

Holiday pay shall be paid to each employee over and above his weekly salary whether he/she works on the holiday, is on his/her day off, is on vacation, injured or on sick leave. Holiday pay shall be an extra day's pay at the employee's hourly rate. Where a police officer is required to work on any of the above holidays, the regular workweek of an employee shall not be changed.

Police officers shall have the option of being paid for a holiday or receiving compensatory time off for same. If an officer elects to take time off in lieu of holiday pay, such officer shall take the time off within seven (7) calendar days of the date on which it was accrued.

ARTICLE X VACATIONS

Employees covered by this Agreement shall be granted a vacation of not less than two (2) weeks without loss of pay in each calendar year if he has actually worked for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first (1st) day of June in such year. If the employee has been employed continuously in the service of the Town in excess of eight (8) years, he shall be entitled to a vacation of not less than three (3) calendar weeks in each calendar year without loss of pay. If the employee has been employed continuously in the service of the Town in excess of fifteen (15) years, he shall

be entitled to a vacation of not less than four (4) calendar weeks in each calendar year without loss of pay.

In all instances, employees shall be paid for each calendar week of vacation the regular weekly compensation he would receive if working.

Section 1:

An employee shall not lose his/her vacation pay if incapacitated because of injury in the line of duty. In such cases, his vacation pay shall be transmitted to him/her or his/her estate with his/her last paycheck due in any calendar year. However, an employee shall not accrue vacation leave during the time period in which the officer is out of work because of injury in the line of duty. *The time in which the officer is out injured in the line of duty will be subtracted from him/her at the accrual rate entitled to him in the previous section. The subtraction rate will be calculated plus or minus to the nearest month. This vacation subtraction will take place regardless of whether the employee actually worked for thirty (30) weeks in the aggregated during the twelve (12) months preceding the first (1st) day of June in such year.

(* Language change effective 5/4/04, see attached Memorandum of Understanding)

Section 2:

All employees entitled to a vacation under the provisions of this Article may carry over one (1) week's vacation to the following year, provided that approval in writing shall be obtained from Chief of Police.

Section 3:

The vacation schedule must be posted by the Town of Abington not later than March 1 of each year in order to allow employees, in their order of seniority, to make their vacation selection for the year. The schedule shall remain posted for thirty (30) days, after which time it shall be taken down. Any employee failing to make his selection during such periods shall be assigned to whatever vacation during any other period is agreeable to the Town of Abington and the Brotherhood.

Section 4:

Vacations shall be granted on a seniority basis. There will be an allowance for an employee to split his vacation if he so desires, and he will be allowed to take his vacation on a daily basis anytime during the year if he so requests in writing, subject to the written approval of the Chief of Police or his designee.

Section 5:

Vacation pay shall be paid at the base rate of the employee's weekly salary, including any night shift differential.

**ARTICLE XI
SICK LEAVE**

Employees of the Abington Police Department shall earn sick leave at the rate of one and one-quarter (1-1/4) days for each month worked, for a total of fifteen (15) days per year. Sick leave shall be cumulative from year to year. All full time police officers shall be allowed to accumulate unused sick leave without limit. However, an employee shall

accrue no sick leave during any month in which he is out of work because of injury in the line of duty.

Section 1:

Employees shall immediately notify the Chief of Police or his designee of any absence intended to be charged against sick leave.

Section 2:

The Chief of Police or his designee shall authorize all sick leave allowance and shall grant emergency leave, chargeable against an employee's sick leave allowance, up to a maximum of five (5) working days in any calendar year for any of the following reasons: (a) serious illness in the employee's immediate family; (b) to meet dental appointments; (c) to take physical examinations; and (d) for other sickness-preventive measures.

Section 3:

The Chief of Police may demand proof of absence such as a doctor's certificate or other acceptable proof of leave when any one of the following conditions exist: (a) excessive absenteeism; (b) the period exceeds three (3) working days; and (c) a reasonable question of abuse.

Section 4:

Absence as a result of self-imposed illness, injury or disability shall be expressly excluded from eligibility for sick leave, provided that if such absence is a result of drugs or excessive use of intoxicating liquors, it may be charged against sick leave if medical assistance is sought and received.

Section 5:

No employee may lend, transfer or give any of his sick leave days to any other employee.

Section 6:

If a sick day is taken, no extra duty detail nor overtime shall be allowed for a period of (24) hours following completion of said sick day. After five (5) days of sick leave in any fiscal year, an officer shall not be allowed to work any over time for forty- seven (47) hours after the end of the shift on which the employee was sick commencing with the sixth (6th) day of sick leave in that year for the remainder of that year.

Section 7:

Employees may earn a bonus of five-hundred (\$500.00) dollars for unused sick leave, two-hundred and fifty (\$250.00) for fourteen (14) unused sick days, one-hundred dollars (\$100.00) for 13 unused sick days in a fiscal year.

Catastrophic or prolonged illness will be subject to review by the Board of Selectmen for exemption from the department limit.

Section 8: PERSONAL DAYS

Three (3) days of accumulated sick days may be used for PERSONAL DAYS. The Personal Days will be charged against sick time, however, these days will not count against the annual sick time incentive (refer to section 7). The Personal Day request shall follow the same guidelines as a Sick Day notification. When a Personal Day is taken the Officers shall be allowed to work extra duty, detail work, or overtime immediately following the personal time taken. The Officer shall be allowed to work paid details

while on a Personal Day, however, he/she may not work Departmental overtime during this time period.

ARTICLE XII INSURANCE

Section 1:

The Town of Abington shall provide for all eligible employees a continuation of its present contributory group insurance plan as is presently in force. Medical and hospital insurance shall be deducted weekly.

Section 2:

The Town of Abington shall enroll the full time members of the Police Department in the National Chiefs of Police Association of American False Arrest Insurance and the Town shall pay ninety percent (90%) of this premium for such insurance.

Section 3:

Local 393 agrees to have ALL union members withdrawn from Master Health before the end of this current contract, July 2007.

ARTICLE XIII UNIFORMS AND EQUIPMENT

SECTION 1:

Effective July 1, 2005, all regular police officers covered under this Agreement shall be reimbursed the sum of one thousand dollars (\$1000.00) for the purchase and/or maintenance of regulation clothing per fiscal year. The amount of one thousand dollars (\$1000.00) will be again repeated on July 1, 2006 and on July 1, 2007. (Local 393 agrees to no retroactive pay)

The Chief of Police must approve such clothing, including uniforms, caps, etc..

Section 2:

All regular police officers covered under this Agreement shall be supplied with the following items as approved by the Chief of Police.

- (a) One (1) club
- (b) One (1) pair of handcuffs
- (c) One (1) flashlight
- (d) One (1) handgun with holster
- (e) One (1) hat badge
- (f) One (1) breast badge
- (g) One (1) rain coat
- (h) One (1) rain hat
- (i) One (1) pair of waterproof foot gear

Employees who are issued the above items shall sign a receipt acknowledging the receipt of such items and by so signing accept the responsibility for such items. Should any or all or such items be lost in the line of duty, they shall be replaced by the Town forthwith.

Section 3:

All regular police officers covered under this Agreement shall be provided with a gear locker and riot equipment which shall be stored in the gear locker. Said equipment will include the following special items to be issued to members of the Tactical Unit.

- (a) One (1) helmet with visor and eye shield
- (b) One (1) riot baton
- (c) One (1) jump suit
- (d) One (1) gas mask
- (e) One (1) duffle bag

Section 4:

The Town of Abington agrees to replace any personal property or clothing worn by members covered under this Agreement if lost or damaged in the official performance of their duty. Such expense shall not be charged to an individual member's clothing allowance.

ARTICLE XIV

ACCESS TO PREMISES AND UNION ACTIVITIES

The steward and officers of the Brotherhood shall have access to Town offices and records during normal working hours to investigate working conditions and payroll records of the Town for the purpose of determining whether or not the terms of this Agreement are being complied with. The Town shall make such records available within seven (7) days of the request.

The Town will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the Brotherhood.

The steward and officers of the Brotherhood shall be allowed reasonable time off for official unit business, including negotiations or conferences with the Town administration or Chief of Police without loss of pay or benefits and without requirement to make up said loss of time.

The Town of Abington and the Brotherhood agree that no employee shall be discriminated against with respect to any term or condition of employment as a result of his holding union office or otherwise participating in lawful union activities.

ARTICLE XV

SAFETY

A Safety Committee will be established consisting of three (3) members, one (1) to be appointed by the Brotherhood, one (1) to be appointed by the Chief of Police and one (1) to be appointed by the Board of Selectmen. The persons so named shall serve for the duration of this Agreement.

The Safety Committee shall meet with the Chief of Police at least quarterly or upon written request by the Brotherhood. The purpose of such meetings will be to discuss ideas and to make recommendations for improvement of the general health and safety of all members of the Department. A record of discussion at the meeting (Minutes) shall be kept and forwarded to the Board of Selectmen.

The Town of Abington agrees to maintain all equipment in a safe manner. Employees under this Agreement have the right to grieve any unsafe condition of equipment. A grievance filed alleging unsafe equipment will be processed under the negotiated grievance procedure. The Safety Committee will be required to meet with the Chief of Police concerning any grievance involving safety prior to his rendering a decision on the grievance.

**ARTICLE XVI
EDUCATIONAL COMPENSATION**

Section 1:

The town agrees to incentive pay in accordance with the provisions of M.G.L. c 41, s 108 L (Quinn Bill). Officers shall receive compensation upon completion of necessary courses and upon certification from the Board of Higher Education. Those entitled to the above incentive pay shall be paid twice yearly, June 1 and December 1 of each year. The compensation shall not affect the hourly or over time rate of those officers eligible.

If the Commonwealth of Massachusetts does not fully meet its fifty percent (50%) reimbursement obligation for any fiscal year, the Town shall deduct from the next payment made to each eligible officer the pro-rata amount, if any, by which the Commonwealth's reimbursement to the Town fell short of the statutory fifty percent (50%) for the most recent fiscal year for which such reimbursement has been received by the Town. In the event the Town has made deductions from any payment as aforesaid and the Commonwealth thereafter augments the reimbursement to the Town upon which the deduction was based, officers shall receive such augmenting payment proportionately.

**ARTICLE XVII
SEVERENCE PAY**

Upon the retirement or death of an employee, said employee or his estate will receive one-fourth (1/4) pay at the rate of compensation which he was receiving at the time of his/her retirement or death for all unused accumulated sick leave with the total amount received not to exceed Eleven Thousand Dollars (\$11,000.00).

One year notice of retirement shall be given to the Town.

**ARTICLE XVII
GRIEVANCE PROCEDURES**

A grievance is hereby defined as any controversy, complaint, misunderstanding or dispute arising as to the interpretation, application or observance of any of the provisions of this Agreement. It is mutually agreed that any differences arising between the Town and the Brotherhood or any employees and the Town as to the meaning or application of the provisions of this Agreement shall be settled in the following manner:

STEP 1:

Grievances shall first be presented in writing by the employee to the Brotherhood and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with the Brotherhood's representative over the

Department's communication system, telephone or other available means to advise him of the grievance.

The Chief of Police may, on request, permit the employee to be excused for a reasonable period of time, not to exceed one (1) hour, from his regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

STEP 2:

If the grievance is not settled at Step 1, the Brotherhood shall submit the grievance in writing to the Chief of Police within thirty (30) days of the event giving rise to the three (3) days to answer said grievance. The Chief shall have the grievance in writing, exclusive of Saturdays, Sundays and holidays.

STEP 3:

If the grievance is not settled at Step 2 to the satisfaction of the employee, it shall be submitted within ten (10) days to the Board of Selectmen or their designee, who shall have five (5) days to answer in writing from the date of the meeting at which the grievance was submitted, exclusive of Saturdays, Sundays and holidays.

STEP 4:

If not settled at Step 3, then the matter shall be submitted by either party, or both, to the American Arbitration Association (AAA) within thirty (30) days. The decision of said AAA shall be final and binding and shall be retroactive from the date of the dispute. The AAA shall not render any decisions which conflict with the provisions of this Agreement.

Any fees and expenses for arbitration shall be shared equally by the Town and the Brotherhood.

All other job benefits enjoyed by the employees of the Police Department which are not specifically provided for in this Agreement are hereby protected by this Agreement. An individual shall pursue a grievance either through the formal grievance procedures or through Civil Service.

ARTICLE XIX

SEPERABILITY AND SAVINGS PROVISIONS

If any Article or Section of this Agreement shall 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 is restrained by such tribunal pending a final determination as to its validity, the remainder, under circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement and/or compliance with same has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement, if any, for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a

mutually satisfactory replacement, either party shall be permitted to resolve the issue under Article XVIII of this Agreement.

ARTICLE XX WAGES

Wages shall be paid in accordance with a schedule attached hereto and entitled Appendix A.

Section 1: NIGHT DIFFERENTIAL

The Town agrees that any permanently assigned employee who works the second and third relief shifts shall be paid a shift differential of their base pay per shift worked in addition to their weekly compensation in the following manner: See Appendix A.

Section 2: SPECIALIST PAY

Any officer assigned as Detective, Court Prosecutor, D.A.R.E Officer, Safety Officer, Crime Prevention Officer, LEAPS Representative, Desk Officer (full and half time), Computer Systems Administrator, Detail Officer, or other specialist position shall be paid at a specialist rate on the base. See Appendix A.

Specialist pay will be granted to those officers assigned by the Chief to fill such positions. Only one specialist position shall be held per officer provided however that if for some reason the position cannot be filled by members of the Union, an officer may be eligible to hold a second specialist position at the discretion of the Chief.

ARTICLE XXI STEWARDS

The Town of Abington recognizes the right of the Brotherhood to designate a steward and a Grievance Committee from the list of its regular employees. The authority of the steward so designated by the Brotherhood shall include but not be limited to: (1) the investigation and presentation of a grievance in accordance with the provisions of this Agreement; and (2) the transmission of such messages and information which shall originate with and are authorized by the Brotherhood or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature.

The grievance Committee shall have the responsibility to decide if an employee has a legal grievance.

ARTICLE XXII POSTING OF TIME

The Chief of Police or his designee shall maintain a complete record of all court time, holidays, sick leave, overtime or any other time due the employee, and an up-to-date typewritten record of the above mentioned time owed shall be given to the steward every month.

**ARTICLE XXIII
COURT TIME**

Employees covered under this Agreement who are required to attend court on behalf of the Commonwealth of Massachusetts in a criminal case, including conferences with prosecuting officials, hearings on complaints, proceedings such as inquests and Registry of Motor Vehicles hearings and signings of complaints, or employees who are required to attend civil court in matters arising out of official duties at a time when they are not scheduled for work shall be paid for all hours in attendance, with minimum of four (4) hours, at a time and one half (1-1/2) rate. A verified court attendance voucher shall be submitted to the chief of Police within twenty-four (24) hours from the date of such attendance.

There will be no overtime for an officer merely signing a complaint.

Any police officer requested to stand by at home for possible court appearance by the Chief of Police or his designee, shall be compensated at the rate of time and one half (1-1/2) his hourly salary for such time.

When a police officer who is on a regularly scheduled vacation is required to attend court on behalf of the Commonwealth of Massachusetts in a criminal case, he/she shall be compensated at the rate of time and one-half (1-1/2) his regular pay and shall be granted additional vacation time equal to the amount of time spent in court.

**ARTICLE XXIV
ALL DETAILS**

There shall be a requirement for police officers in all instances where there is a hole opening or obstruction of traffic and at all public functions when it is determined by the Chief of Police or his designee that a police officer should be in attendance. Where the Chief or his designee determines in his judgment that an officer need not be reassigned for detail work, The Town, the Chief or his designee shall not then utilize the services of a flag person at the site.

The following provisions shall confirm the assignment of extra duty details for police officers where the detail is to be paid by outside individuals, groups, corporations, organizations or municipal departments. No such assignment shall be made until the person or organization requesting such detail has agreed to pay the following rates:

Municipal Departments Detail Rates

Whenever an officer works a detail for any town municipal department such as Highway Department, School Department, Water Department, Park & Recreation Department, Sewer Department, and or the Board of Health, he/she shall receive his/her time and one half (1 ½) rate of pay. This rate is applicable on both weekends (Saturday/Sunday) or Holidays. The officer will receive a minimum of four (4) hours pay. The rate shall not increase if and officer is required to work over eight (8) hours in length for the municipal department.

If a detail requires the service of four (4) or more officers in a limited area, the most senior Officer working may receive an additional one (1) hours "senior-in-charge" pay. The Chief or his designee retains the sole right and authority to determine if "senior-in-charge" pay is warranted and/or appropriate. This will be done on a case by case basis with management having the final authority to determine eligibility.

If a retired Abington Police Officer, Abington Auxiliary Officer, Abington Permanent Intermittent Officer, or a Police Officer from another outside jurisdiction works for a municipal department the officer will be paid at a rate equal to that of step III patrolman's time and one half (1 ½) rate.

If a municipal department sub-contracts or otherwise uses the services of an outside agency, individual, group, company, or private contractor to perform work for it, the rate of pay shall be the prevailing Road detail rate in Article XXIV in the Agreement between the Town of Abington and the IBPO local #393.

Detail Rates:

All details shall be paid at the rates listed below with a minimum of four (4) hours pay. If a detail requires the services of four (4) or more officers in a limited area, the most senior Officer working may receive an additional one (1) hours "senior-in-charge" pay. The Chief or his designee retains the sole right and authority to determine if "senior-in-charge" pay is warranted and/or appropriate. This will be done on a case by case basis with management having the final authority to determine eligibility. All details over eight (8) hours in length will be paid at time of one-half (1 ½) the regular rate for all hours above eight (8).

Detail Officer's are to be paid a minimum of (4) four hours per detail. If the detail exceeds (4) four hours yet is less than (8) eight hours the Detail Officer is to be paid a minimum of (8) eight hours. In the event the detail exceeds (8) eight hours the Detail Officer is to be compensated at a rate of time and one half the hourly detail rate. This hourly standard is to apply to inside and outside details.

Municipal Departments Detail Rates are to remain the same as written under this agreement.

Road Job Detail Regular pay rate:

Monday – Friday: July 1, 2005 - \$38.00
 July 1, 2006 - \$39.00
 July 1, 2007 - \$40.00

Road Job Detail pay rate:

Saturday – Sunday – Holiday's

All outside agencies shall pay time and one-half (1 ½) the regular detail rate for work performed on a Saturday, Sunday, or legal State Holiday.

Other Details regular pay rate:

July 1, 2005 – July 1, 2008 \$33.00

Other Details Holiday pay rate:

Time and one-half (1 ½) the regular rate for work performed on a legal State Holiday.

Section 1:

All permanent and regular officers will signify in writing their desire to accept extra duty police details. A current file of names will be maintained at Police Headquarters. It is understood that the first obligation of police officers is to fill all vacancies in the regular tours of duty.

Exchanging of extra duty police details by employees may be done if the superior officer assigning said details makes the reassignment.

Section 2:

All assignments to extra duty police details shall be made by an officer designated by and responsible to the Chief of Police. All details will be distributed fairly and equitably as to sergeants and patrolmen and as to the number of details, type and compensation. A police officer committed to a regular tour of duty is not eligible for extra duty details, but he/she would maintain his/her name on the list. When a police officer refuses a detail, said police officer shall be included as having worked the detail for the purposes of the above described distribution. Police officers shall be given the maximum possible advance of detail assignments.

Section 3:

All assigned details shall be posted on a chart and placed on the bulletin board at Headquarters. Said charts shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of this regulation.

Section 4:

Any employee who performs a detail not officially assigned by such officer and recorded and reported as required by this regulation will not be protected by the provisions of the Massachusetts General Laws, Chapter 41, Section 100, as amended.

Therefore, there will be no extra duty detail performed unless the employee has been officially assigned pursuant to this regulation.

Section 5:

The extra duty police detail call back roster shall be posted.

Section 6:

When a detail is requested at the scene of a strike, demonstration, labor dispute, or work stoppage a minimum of three police officers shall be required at the scene. The detail rate for strikes, labor disputes, or work stoppages shall be \$50.00 per hour. There shall be a four (4) hour minimum.

ARTICLE XXV

SENIORITY

Section 1:

Seniority will start with the date of full time permanent Civil Service appointment to the Abington Police Department.

Section 2:

If there are two (2) or more full time permanent appointments on the same date, then the earliest intermittent date of appointment will be used to determine the date of seniority. If this date is also the same, then the mark on the Civil service examination shall be used to determine the seniority date.

Section 3:

A shift bid for officers holding the rank of full time patrolman or full time sergeant shall take place one time each year. Officers who desire a shift change shall submit their written request via departmental e-mail to the Chief of police between the dates of February 1 and February 15 each year. The Chief shall post any changes by March 15 of the same year and changes will be implemented on April 1 of the same year. The Chief retains the sole authority to make any changes based on his own discretion. If the Chief decides to change a shift based on his own discretion or an officer's written request, he should consider the officer's job performance, seniority, and the overall needs of the department.

Seniority should be considered when making an assignment to a permanent opening on a shift. When a permanent opening occurs on a shift, the following procedure shall be followed: The vacancy will be posted with an accurate job description in a manner and place so as to allow employees to sign up as interested in said opening at least twenty-one (21) days prior to filling said opening.

Section 4:

Shifts may be changed at any time during the year for the following reasons: (a) A voluntary request in writing for reassignment to another shift that is agreeable to management (b) Removal from the shift pending disciplinary action (c) Reassignment based on the needs of the Police Department after a twenty-one (21) day notice in writing. Said notice shall include the reasons for such reassignment.

ARTICLE XXVI

TRAINING

Section 1:

Employees covered under this Agreement who are sent to a police academy, school, seminar or any specialized training course at the direction of the Chief of Police shall be paid eighty percent (80%) of the Federal rate per mile, for the use of their private vehicle to travel from their home to said place of training and return, provided said mileage exceeds twenty (20) total miles.

Section 2:

Employees covered under this agreement who are sent to a school, seminar, or any specialized training course at the direction of the Chief of Police shall be compensated at the rate of seven dollars (\$7.00) per meal. The Chief of Police shall determine the number of meals that employees are compensated for based on the schedule of training; employees who attend In-Service training shall be compensated at the rate of seven dollars (\$7.00) per day of attendance.

Section 3:

Employees covered under this Agreement who are sent to a police academy, school, seminar, or any specialized training course at the direction of the Chief of Police shall be reimbursed for any expenses incurred that are a direct requirement of said course or school.

Section 4:

A minimum of four (4) hours of in-service training, with scheduling at the discretion of the Chief of Police, will be conducted for all permanent members of the Department monthly.

Section 5:

All officers shall receive a yearly special training stipend for the completion of special training above the 40 hours of in-service. The parties agree that the stipend contained herein shall be considered as part of the employee's annual base pay for retirement purposes. The amounts shall be as follows:

July 1, 2005 - \$250.00

July 1, 2006 - \$250.00

July 1, 2007 - \$250.00

Section 6:

Officers will receive a "fitness incentive" of seven hundred and fifty (\$750.00) if they successfully pass all five of the individual fitness tests for their age group and sex. The tests are designed to evaluate an officer's aerobic capacity, muscular endurance, body fat percentage and flexibility.

Management shall, provide all officers at least (30) thirty days prior notice of the date and time of the testing. The notice shall be done by interdepartmental email or by notifying the union president in writing. Unless unforeseen circumstances dictate otherwise, management shall hold the annual testing during the month of September.

Participation in this fitness incentive program is voluntary however, once a date is established, it is the officer's sole responsibility to report to the established location on time. If an officer misses the testing for any reason, s/he will not be eligible to receive the incentive for that year. Makeup dates will not be considered.

The Chief or his designee shall have the sole responsibility for determining all measuring devices or equipment utilized for evaluation. The Chief or his designee shall also have the sole responsibility for determining all testing standards. In the event of a disagreement with any portion of the testing process, the chief shall make the final determination of passing or failure. There shall be no other appeal process.

Officer's that have a history of injury or illness, at the chief's sole discretion, may be required to first submit to an independent medical evaluation, at their own expense, prior to being allowed to participate in the testing process. An Officer shall be considered on duty and eligible for 111F pay (injured on Duty) if they are injured or disabled as a result of their participation in the TESTING process.

Test	20-29	30-39	40-49	50-59	60+	40th Percentile
	12:51 Male	13:36 Male	14:29 Male	15:26 Male	16:43 Male	
1.5 mile run	15:26 Female	15:57 Female	16:58 Female	17:54 Female	18:44 Female	
	17.4 Male	20.5 Male	22.5 Male	24.1 Male	25.0 Male	
Body Composition	23.7 Female	24.9 Female	28.1 Female	31.6 Female	32.5 Female	
	16.5 Male	15.5 Male	14.5 Male	13.5 Male	12.5 Male	
Sit & Reach	19.0 Female	18.0 Female	17.5 Female	16.5 Female	15.5 Female	
	38 Male	35 Male	29 Male	24 Male	19 Male	
Sit-up (one minute)	32 Female	25 Female	20 Female	14 Female	6 Female	
	29 Male	24 Male	18 Male	13 Male		
Push Up (one minute)	25 Female	18 Female	16 Female	10 Female	10 Male	

**ARTICLE XXVII
COMMUNICATIONS**

Any and all changes of rules, regulations or departmental processes shall be reduced to writing and posted on the Department's bulletin board.

**ARTICLE XXVIII
REDUCTION IN FORCE**

Section 1:

In the event of a reduction in force, all employees covered under this Agreement will be laid off in line of seniority and rehired in reverse order. No new employee will be hired by the Town within the Police Department as long as there are employees who have been laid off within the previous three (3) years. The Brotherhood shall be notified in advance of any anticipated layoff to allow them to work closely with the Town and/or Department to correctly align the determining conditions of the layoff. If employees are to be laid off, a fourteen (14) day notice shall be given of the date when their services shall no longer be required.

Section 2:

Any employee covered under this Agreement who is laid off due to a reduction in force and is thereafter reinstated to Town service within a period of two (2) years shall, to the extent possible, be deemed to have been on leave without pay for purposes of all rights and benefits.

**ARTICLE XXIX
INJURED LEAVE**

Section 1: Work-Related Illness or Injury (as ordered by the JLMC decision on October 16, 2003)

If a physician designated by the Town of Abington determines that a police officer is eligible for temporary modified work, the Chief may assign that police officer to a Temporary Modified Work Program (TMWP). Failure of the police officer to comply with the Temporary Modified Work program may result in suspension of injured on duty (111F) benefits. The physician designated by the town shall be Board Certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Any determination that an officer can do temporary modified work shall be made only after a review of the specific duties that the officer will be asked to perform. The town designated physician shall give his or her opinion as to whether the officer can perform the specific tasks enumerated, as well as any limits on the hours of work, part-time or full time.

If the physician designated by the town determines that the employee is eligible for temporary modified work, and the employee's physician (who shall be Board Certified or otherwise be a specialist or have expertise in the relevant area of injury or illness) disagrees, the employee, or if the employee so designates, the employee's physician, shall contact the Town's physician within fourteen (14) calendar days after receiving the Town's physician's report. If the employee or the employee's physician fails to contact the Town's physician within fourteen (14) calendar days, the decision for the Town's physician shall be final and binding.

If the Town's designated physician shall confer with the employee or the employee's physician on the question of the employee's ability to perform temporary modified work and they shall attempt to reach agreement. If they agree that the employee can perform temporary modified work, the employee shall be placed on a TMWP. If, after discussion, they fail to reach agreement, they shall jointly select a third physician, who shall be Board certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Such selection will be made within twenty-one (21) days of the original decision of the Town's physician. Failure or refusal on the part of the employee or the employee's physician to cooperate in this selection may void any obligation by the Town to appoint a third physician and the decision of the Town's physician shall be final and binding.

The Town or its physician shall make an appointment for the employee with the third physician and shall advise the employee of the time, date, and place. Except for emergency, the employee shall report to and fully cooperate with the third physician including a release of medical records. The report of the third physician must be completed and results received by the Town and the employee within fourteen (14) calendar days of the appointment.

An election by an employee to utilize the third physician option permitted hereunder shall be a binding election of remedies. Such election shall preclude any right to bring an action or challenge the decision of the third physician, either pursuant to G.L. c. 41 - 111F, or pursuant to the grievance/arbitration procedures under this contract. The decision of the third physician shall be final and binding without right of appeal by either party. The cost of the third physician shall be borne by the town and the union jointly.

The provisions of this section shall apply only to questions relating to the determination of eligibility for temporary modified work.

General Provisions

Temporary modified work duties shall be related to law enforcement and shall include, but not limited to, the following: dispatching, house officer, data entry, report writing, community education, research and training.

The Chief of Police, at his sole discretion, may limit the number of police officers on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the police officer whether or not the TMWP is to continue. IN no event will a police officer be authorized for TMWP in excess of (6) consecutive months without the written approval of the Town Administrator or his or her designee.

The Chief of Police may change the work schedule of the officer if the work assignment clearly requires an alternative shift schedule. Such work shift shall remain only for the period the TMWP and may include assigning the officer to a 5-day week administrative schedule. Schedules will be developed in order to accommodate the officer's need for on-going treatment. No officer regularly assigned to a shift shall be involuntarily reassigned in order to accommodate an employee on Temporary Modified Work Program.

Police officer on TMWP shall not be eligible for any overtime or detail assignments but will receive court time if required to appear in court outside their TMWP hours.

When the Town's designated physician and the employee's designated physician or third physician agree that the employee is fit for full or part time limited duty and the employee refuses to return on that basis, the Town shall terminate and/or remove the employee from the payroll and the employee (and the Union) shall have no basis for grievance or arbitration under the Agreement's grievance and arbitration procedures.

Retirement After Extended IOD Leave

The parties agree that an employee will be assigned to and/or perform modified/light duties for a period not to exceed 60 shifts in any six (6) month period. If the employee is not able to return to full unlimited duties after working a minimum of 60 shifts, in that six (6) month period the employee will be required to apply for Service Connected Disability Retirement. If the employee fails or refuses to apply for retirement in such situation, it is understood and agreed that the Police Chief will submit an application for that employee's involuntary disability retirement, as permitted by law.

Replacement of value of 111F tax protection

The parties will in good faith negotiate an equivalent replacement value for the tax protection afforded to employees who have been covered by 111F but who, having been returned to work pursuant to the provisions of this article, will lose the 111F tax protection. The value may be a defined amount, an amount arrived at through a mutually acceptable process established hereunder, or such other benefit as the parties define for purposes of identifying the appropriate equivalent value.

If the parties hereto are unable, after the required negotiation, to reach agreement and the Town wishes to have the question resolved so that it may begin to implement the new Article, it may file a demand for arbitration of that question under the process defined in the grievance procedure of this contract. The parties shall equally share both the AAA's administrative costs and fees and the arbitrator's costs and fees.

ARTICLE XXX DISCIPLINE

Section 1:

Disciplinary action shall only be taken for just cause.

Section 2:

Employees covered under this Agreement shall have the right to examine their personnel file during work hours.

Employees shall have the right to rebut, in writing, any material in their personnel file. Such rebuttal shall become a permanent part of the file.

Section 3:

All disciplinary actions will be in writing with the employee receiving two (2) copies of any documentation on which said action is based.

ARTICLE XXXI

SICK LEAVE BANK

A Sick Leave Bank shall be created and jointly administered by four (4) individuals, two (2) members of the Union and two (2) members of the Board of Selectmen or their respective designees.

It is understood and agreed that the intent of the parties in creating the Sick Leave Bank Committee (hereinafter SLBC) is to remove all matters pertaining to the Sick Leave Bank from the grievance and arbitration procedure. Therefore, all decisions to eligibility, contract interpretation or rules and regulations the SLBC might make in administering the bank shall be final and binding and shall not be subject to the grievance and arbitration procedure. Decisions shall be made by majority vote of the members of the SLBC. However, if the members of the SLBC reach an impasse on any of the provisions of this Sick Leave Bank section, then the participating members shall select an independent third party to hear the merits of the issue and to resolve the impasse.

Section 1:

Membership – To be eligible for Bank days, a member must have accumulated at the beginning of the prolonged illness at least thirty percent (30%) of the maximum accumulated sick leave available to the member since his/her employment or at least thirty percent (30%) of the maximum accumulation available to the member since his/her last prolonged illness. No sick leave days shall be granted until an employee exhausts his/her sick leave accumulation.

Employees desiring membership in the Bank shall donate initially three (3) days from their then accrued sick leave accumulation. Employees must make the initial donation within thirty (30) calendar days after the effective date of this Agreement or as soon thereafter as an employee accrues the requisite number of days for eligibility, including the initial three (3) day donation. Failure to make the initial donation within the time limits set forth above shall disqualify an employee from obtaining membership until the next contract year (July 1) when membership may again be sought in accordance with the procedure set forth above.

Members of the Bank shall donate one (1) day per contract year thereafter to remain in the Bank. All donations shall be deducted from an employee's sick leave accumulation.

Section 2:

Benefits – Members of the Bank shall be eligible to withdraw days from the Bank in accordance with the following provisions:

- (a) For the purpose of this Agreement "prolonged illness" shall mean an illness for ten (10) or more consecutive regularly scheduled working days.
- (b) Members whose sick leave accumulation falls below fifteen (15) days after they are admitted to the Bank, where usage of sick leave was not the result of prolonged illness, shall have their membership status reviewed by the Committee.

The Committee may suspend a member from the Bank if it deems such action to be in the best interest of the Bank.

- (c) A member may withdraw from the Bank at any time upon notice and shall be refunded any deposits made in excess of the number of Sick Bank days he/she may have been granted during his/her employment, provided there are a sufficient number of days in the Bank to cover the requested withdrawal.

Section 3:

Administration – The SLBC shall publish such rules or regulations, which it may make from time to time, including but not necessarily limited to doctor's certificated and maximum withdrawals per prolonged illness, etc. Any such rules and regulations shall supplement the provisions set forth above and shall not be within the purview of the grievance and arbitration procedure.

It is understood and agreed that any employee granted Sick Bank days shall return to work when he/she becomes physically capable for a minimum of ten (10) regularly scheduled working days subsequent to the prolonged illness or shall refund to the Town the amount of money paid such employee during the prolonged illness.

Sick leave days on deposit in the Bank shall not exceed a maximum of 500 days.

ARTICLE XXXII

DURATION AND REOPENING OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2005 to and including June 30, 2008 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other on or before the first (1st) day of January prior to the date of expiration.

This Agreement shall become effective to the extent that sufficient funds are appropriated at the Regular or Special Town Meeting. The employer shall request and actively support and urge at Town Meeting the necessary amendments to existing laws, ordinances and by-laws.

The parties agree to a contractual reopener to discuss the issue of civilian dispatches only.

ARTICLE XXXIII

PROMOTION OPPORTUNITIES

In accordance with M.G.L. chapter 31, section 59 all eligible members shall be afforded the opportunity for promotion. The Town agrees that they will inform the Personnel Administrator of it's intent to offer competitive examinations for the purposes of promotional opportunity once ever two years.

**ARTICLE XXXIV
INFECTIOUS DISEASE**

In recognition of the on the job exposure of members of Local 393 to members of the public who may have certain medical conditions, the Town of Abington agrees that any condition or impairment of health caused by the contraction of hepatitis or AIDS shall be presumed to have been a line of duty injury within the meaning of M.G.L. chapter 41, section 111F provided that said members successfully passed a regular annual blood test (to be scheduled within 10-15 months intervals), which includes a blood test or other generally accepted medical tests for detection of such diseases, within the period between such regular annual physical examinations of the first discovery of such disease which exam failed to reveal any evidence of such disease, unless it can be shown that non-service connected risk factors or non-service connected incidents or any combination thereof caused such disease.

**ARTICLE XXXV
STATION ADMINISTRATOR**

Section 1

It is understood that all personnel who applied for the position of "Station Administrator" before 8/24/99 are eligible for the corresponding three (3) year seven percent (7%) pay increase. The position may require the receiving officer to perform duties outside of his or her duties; however, the officer shall not be required to work altered or additional hours.

The pay is subject to budgetary appropriation and shall be administered at the sole discretion of the Chief of Police. Payments shall be made on the anniversary date of the signed agreement. It is also understood that this pay increase shall not be used to calculate any overtime, differential or stipend benefits and that refusal to perform duties may result in the immediate revocation of the pay.

Section 2

All officers who apply for the positions of "Station Administrator" after 8/24/99 shall be subject to the following additional restrictions. A maximum of five officers shall be eligible to receive payment for the position of "Station Administrator" during any particular fiscal year. All requests to apply for the position must be made during the month of August for the upcoming fiscal year. Officers shall be notified of the acceptance by September 30th of the same year. It is also understood that an officer has until December 1st to withdraw his or her request. In the event that more than five officers apply for the position during a fiscal year, the deciding factor shall be seniority. Seniority shall be defined in Article XXV sections one (1) and two (2) of the July 1, 1996-June 30, 1999 Agreement between the Town of Abington and the International Brotherhood Police Officers, Local 393.

Once an officer has been given the position of "Station Administrator" it shall, unless revoked, be given to the officer for three consecutive years. No other officer, regardless of seniority, shall be appointed to the position once all five positions are already filled.

APPENDIX A

Pay Rate for July 1st, 2005 to June 30th, 2006

Sergeant	\$53,699.75
Ptl. Step I	\$42,535.28
Ptl. Step II	\$44,331.43
Ptl. Step III	\$48,044.47

Pay Rate for July 1st, 2006 to June 30th, 2007

Sergeant	\$55,310.74
Ptl. Step I	\$43,811.35
Ptl. Step II	\$45,661.37
Ptl. Step III	\$49,485.80

Pay Rate for July 1st, 2007 to June 30th, 2008

Sergeant	\$56,970.06
Ptl. Step I	\$45,125.69
Ptl. Step II	\$47,031.21
Ptl. Step III	\$50,970.37

Night Differential:

July 1 st , 2005 to June 30 th , 2006	(4-12) \$52.00 per week	(12-8) \$55.00 per week
July 1 st , 2006 to June 30 th , 2007	(4-12) \$52.00 per week	(12-8) \$55.00 per week
July 1 st , 2007 to June 30 th , 2008	(4-12) \$52.00 per week	(12-8) \$55.00 per week

*Any employee working a split shift will receive the full weekly benefit equal to the higher amount, i.e.; 4-12/12-8 split shift shall be paid \$55.00 per week in night differential.

Specialist Pay:

Effective July 1 st , 2005	\$800.00
Effective July 1 st , 2006	\$800.00
Effective July 1 st , 2007	\$800.00



RICHARD L. FRANEY
CHIEF OF POLICE

DAVID G. MAJENSKI
DEPUTY CHIEF

Town of Abington

ABINGTON POLICE DEPARTMENT

215 CENTRAL ST. - P.O. BOX 2113

ABINGTON, MASSACHUSETTS 02351

TELEPHONE (781) 878-3232

FAX (781) 982-2120

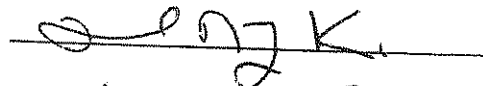
Article X section 1 of the current contract between local 393 and the Town of Abington was mutually changed to the language below effective May 4, 2004. The language changes were the direct result of several meetings with Kevin Smith (Union President) and Deputy Chief Majenski.

Section 1:

An employee shall not lose his vacation pay if incapacitated because of injury in the line of duty. In such cases, his vacation pay shall be transmitted to him or his estate with his last paycheck due in any calendar year. However, an employee shall not accrue vacation leave during the time period in which the officer is out of work because of injury in the line of duty. The time in which the officer is out injured in the line of duty will be subtracted from him at the accrual rate entitled to him in the previous section. The subtraction rate will be calculated plus or minus to the nearest month. This vacation subtraction will take place regardless of whether the employee actually worked for thirty (30) weeks in the aggregated during the twelve (12) months preceding the first (1st) day of June in such year.

David G. Majenski

Kevin Smith





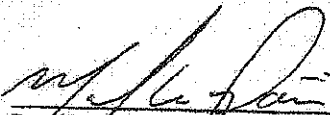
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ABINGTON AND THE
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 393**

The parties agree to the following terms regarding shift swaps, pertaining to any officer(s) holding the position of Commercial Motor Vehicle Enforcement.

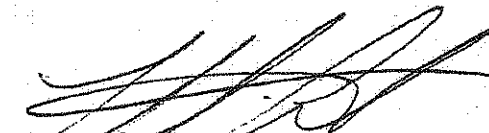
1. Certified Officer(s) assigned to Commercial Motor Vehicle Enforcement shall be granted special leave with pay for a day on which he is able to secure another employee to work in his place, provided such substitution does not impose any additional cost to the Town. The Chief or his designee in charge shall be notified not less than one (1) day prior to its becoming effective. This notification will be made using the Departments internal e-mail. Except in the case of emergency, notification may be made by telephone.
2. Certified Officer(s) assigned to Commercial Motor Vehicle Enforcement are limited to twelve (12) swaps per calendar year. Reports from The Department of Homeland Security suggest there is a high probability terrorist could use a Commercial Motor Vehicle to carry out an attack. This restriction was imposed to this position to deter and/or prevent a possible terrorist attack. The Chief or his designee has right to increase the limit at any time, based on the current terrorist threat level or emergency condition. *Emergency defined in this section only as: a sudden, unforeseen happening, which requires action to correct of to protect lives and/or property.*
3. Officer(s) assigned to Commercial Motor Vehicle Enforcement shall be granted unlimited swaps with any certified officer(s) assigned to the Commercial Motor Vehicle Enforcement Unit.

The parties agree to the following terms regarding specialty positions.

1. Any new specialist position created by the Chief or his designee shall in writing or within the guidelines of the position, make known any limitations that may conflict with the contractual agreement between the Town of Abington and the International Brotherhood of Police Officers, Local 393.



President, Officer Mark Poirier
International Brotherhood of Police Officers
Local 393



Elected Member, Officer Todd Cantalupo
International Brotherhood of Police Officers
Local 393



Chief of Police, Chief David Majewski
Town of Abington

Date signed: 09/14/2006

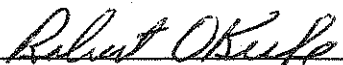
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF
ABINGTON AND THE INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS, LOCAL 393**

The parties agree to the following regarding shift swaps with any officer holding the rank of Sergeant.


1. On November 23rd, 2005 Chief David Majenski held a meeting with all officer's holding the rank of Sergeant, this included then Union President of Local 393, Sergeant Robert O'Keefe.
2. Over the course of the next five months several meetings were held with a representative to discuss the impact of how, having only Sergeants covering for Sergeants, would effect the officers as well as the procedure to implement this procedure.
3. On February 8th, 2006 a draft copy of General Order 2006-1 (Sergeant Shift Coverage) was presented by the Town for review and comment.
4. Effective May 1st, 2006 General Order 2006-1 went into effect.

As a result of implementing General Order 2006-1 the following language in the Agreement between the Town of Abington and the I.B.P.O., Local 393, Article VI, Section-6A, paragraph 5 titled Shift Swaps: Sergeants is no longer in effect;

"Swaps between Sergeants and Patrol Officers are limited to twelve shift swaps per year. If a Patrol Officer swaps with a Sergeant and that Officer involved in that shift swap is O.I.C. he shall waive the O.I.C. stipend. Sergeants may not swap a shift with a Patrol Officer in order to work a detail. This does not include Hold over / Early release."



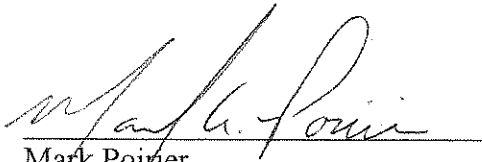
Former President, Sergeant Robert O'Keefe
I.B.P.O. Local 393



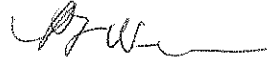
Chief of Police, David Majenski
Town of Abington

Date signed: January 3rd, 2007

We, the undersigned representative of the Town of Abington, the Abington Police Department and the International Brotherhood of Police Officers, Local 393, have negotiated the above Agreement in good faith and agree to sponsor and support same before the Town Meeting as a fair and equitable contract, fairly reflecting the needs of both the Town and the employees of the Abington Police Department.

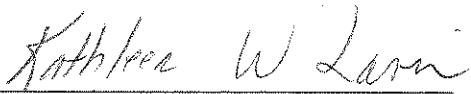


Mark Poirier
President
International Brotherhood of Police Officers
Local 393



Phillip L. Warren, Jr.
Town Manager
Town of Abington

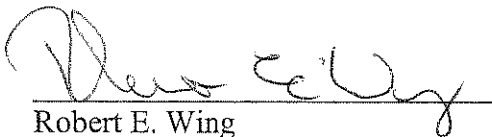
Board of Selectmen:



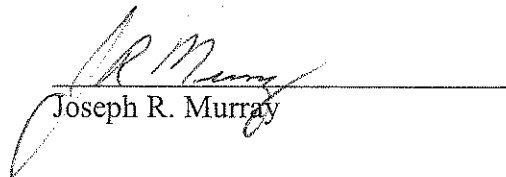
Kathleen W. Lavin, Chairman



Gerald F. Corcoran



Robert E. Wing



Joseph R. Murray



Thomas J. Corbett