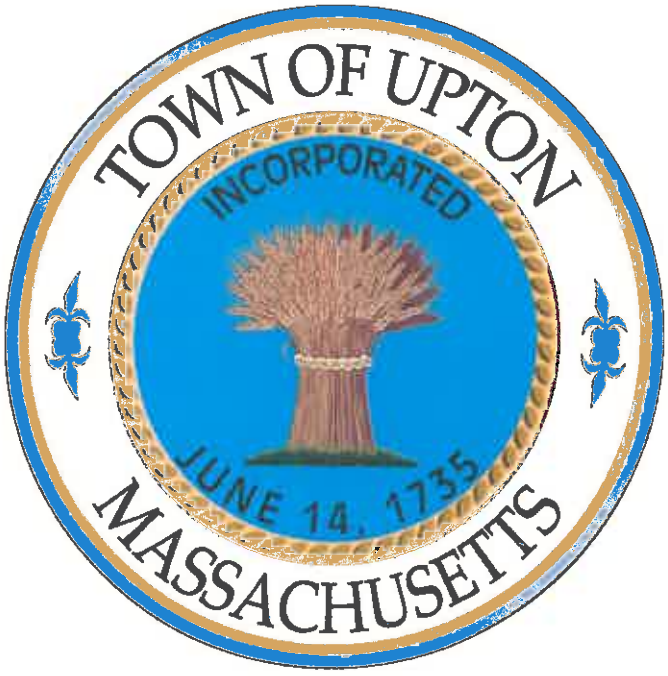

COLLECTIVE BARGAINING AGREEMENT

LOCAL 162, MASSACHUSETTS COALITION OF POLICE, I.U.P.A., AFL-CIO

2015-2018

COLLECTIVE BARGAINING AGREEMENT
Between
THE TOWN OF UPTON and
LOCAL 162, MASSACHUSETTS COALITION OF POLICE, I.U.P.A., AFL-CIO

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COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF UPTON and

LOCAL 162, MASSACHUSETTS COALITION OF POLICE, I.U.P.A., AFL-CIO

In this Agreement, and in any other Agreements entered into to supplement or amend this Agreement, the Town of Upton is hereinafter referred to as the "TOWN", the Municipal Employer acting by and through its Board of Selectmen, and Local 162 of the Massachusetts Coalition of Police, I.U.P.A., AFL-CIO, is hereinafter referred to as the "UNION." It is further understood and agreed that the initials I.U.P.A. stand for the International Union of Police Associations.

WITNESS

WHEREAS, the well-being of the employees covered by this Agreement and the efficient operations of the Police Department and Communications Department of the Town require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of employees in the collective bargaining process may contribute to the effective conduct of the public business and Police and Communication Administration; and

WHEREAS, the parties of this Agreement consider themselves mutually responsible to implement the provisions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I: PERSONS COVERED BY THE AGREEMENT

The Town recognizes Local 162, Massachusetts Coalition of Police, I.U.P.A., AFL-CIO, as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all police sergeants, police patrolmen (full-time), senior communications officers and communications officers (full and regular part-time) employed by the Town in positions covered by MCR3384 dated May 26, 1983. The TOWN and the UNION agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the UNION.

ARTICLE II: EMPLOYEES' RIGHTS AND REPRESENTATIONS

SECTION 1

Employees have and shall be protected in the exercise of, the right, freely and without fear or penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for

the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the TOWN and the Police and Communications Departments, to the Town Meeting and to members of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make agreements with any such group or organization which would violate any rights of the Union under this Agreement. Further, no Police Department official, Communications Department official or agent or representative of the TOWN appointed by the Board of Selectmen shall:

A. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Union.
B. Interfere with the formation, existence, operations, administration or negotiations of the Union.
C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union.
D. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences for or on behalf of the union; or
E. Refuse to meet, negotiate or confer on proper matters having to do with terms and conditions of employment with officers or representatives of the Union as set forth in this agreement.

SECTION 2

Members of the Bargaining Committee, not to exceed two (2) in any one instance, who are scheduled to work a tour of duty during collective bargaining negotiations, shall, subject to the reasonable discretion of the Chief or Communications Officer, be granted leave of absence without pay, but with no loss of benefits, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract or supplement thereto. The Town and Union agree to meet at reasonable times for all parties concerned.

SECTION 3

Union officers, representatives or grievance committee members, not to exceed one (1) in any one instance, shall, subject to the reasonable discretion of the Chief, be granted leave of absence, without pay, but with no loss of benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievance procedure as described in Article V, step 3.

SECTION 4

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

SECTION 5

Union officers, representatives or grievance committee members up to maximum total of two (2) in any one instance, shall, subject to the reasonable discretion of the Chief of Police, be granted leave of absence, without pay, but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court, or other public body.

SECTION 6

Each member of the bargaining unit shall be entitled to inspect his own personnel files at any reasonable time.

ARTICLE III: MANAGEMENT RIGHTS

Both parties recognize that under the laws of the Commonwealth of Massachusetts the Town of Upton has the exclusive right, responsibility and final authority for establishing the policies for the control, direction and management of the Police and Communications Departments. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours and conditions of employment which have been expressly bargained for and are included herein and this Agreement expressly reserves to the Town all powers, prerogatives and authority not expressly abridged or modified by the Agreement.

It is agreed that appropriate management officials of the town shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the Police and Communications Departments, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Police and Communications Departments.

The Union agrees that the Town retains the right to, at a future date, enter into regionalization agreements with other municipalities, to reorganize the Police Department or Communications services within the Town pursuant to such agreements, and to modify the scheduled work shifts and minimum work force specified by Sections 1 and 2 of Article VII of this Agreement as may be reasonably required by such regionalization agreements. The Union specifically agrees that the Town shall retain the right to lay off Communications Officers in the event that any such regionalization agreements result in a decreased need for communications services within the Town.

ARTICLE IV: STABILITY AGREEMENT

SECTION 1

No amendment, alteration or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by said parties.

SECTION 2

The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of the Agreement shall not be considered as a waiver or relinquishment of the right to future performance of any such term or provision, and the obligations of the Union and the Municipal employer to such future performance shall continue in full force and effect.

ARTICLE V: GRIEVANCE PROCEDURE

SECTION 1

Any Grievance or dispute which may arise between the parties, relative to the application, meaning, or interpretation of the Agreement shall be settled in the manner set forth in Section 2.

SECTION 2

PROCEDURE

Step 1A (Police Officers)

The Employee and/or Union representative shall take up the grievance or dispute informally with the Chief within seven (7) Calendar days of the date of the grievance or his knowledge of the occurrence. The Chief shall attempt to adjust the matter within seven (7) calendar days after the date the grievance was discussed.

Step 1B (Communications Officers)

The employee and/or Union representative shall take up the grievance or dispute informally with the Chief within seven (7) calendar days of the date of the grievance or his knowledge of the occurrence. The Chief shall attempt to adjust the matter within seven (7) calendar days after the date the grievance was discussed.

Step 2A (Police Officers)

If the matter has not been satisfactorily resolved or if the Chief has not given a verbal reply, the grievance may then be reduced to writing and presented to the Chief within seven (7) calendar days after the date the decision in Step 1 was due. The Chief shall render his decision in writing within seven (7) calendar days.

Step 2B (Communications Officers)

If the matter has not been satisfactorily resolved or if the Chief has not given a verbal reply, the grievance may then be reduced to writing and presented to the Chief within seven (7) days after the date the decision in Step 1 was due. The Chief shall render his decision in writing within seven (7) calendar days.

Step 3

If the grievance or dispute still remains unadjusted, it shall be presented to the Town Manager in writing within seven (7) calendar days after the written response from the Chief was received or due. The Town Manager shall conduct a hearing on the matter within seven (7) calendar days of formal receipt of the grievance and shall respond to the Steward and/or representative in writing within fifteen (15) calendar days.

Step 4
If the grievance or dispute still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) calendar days after the written response from the Town Manager was received or due. The Board of Selectmen shall conduct a hearing on the matter within seven (7) calendar days of formal receipt of the grievance and shall respond to the Steward and/or representative in writing within fifteen (15) calendar days.

Step 5
If the grievance is still unsettled, either party may, within fifteen calendar days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator selected from a list of arbitrators, three names submitted by the Town, three names submitted by the Union. The arbitrator should be chosen within seven (7) calendar days after notice of arbitration has been given. If the parties fail to agree on an arbitrator from the list, the American Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association. The request to the AAA shall be within fourteen (14) calendar days of the notice given to request arbitration.

Step 6
The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be requested to give his decision within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be limited to the specific point of difference submitted to him. The arbitrator shall not have power to add to, subtract from, modify, or amend any of the provisions of this Agreement.

SECTION 3
The expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

SECTION 4
Grievances involving disciplinary action shall be processed beginning at the third (3rd) step.

SECTION 5
The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in the Article. Requested time extensions shall not be unreasonably denied.

SECTION 6
No arbitrator selected under this Grievance Procedure shall have any power to award damages as a result of any acts or events more than 6 months prior to the initial processing of the grievance at step 2 or at step 3 as appropriate.

ARTICLE VI: PERSONNEL ACTION

SECTION 1

DISCIPLINE
No employee shall be removed, dismissed, discharged, suspended, or disciplined during the term of his appointment except for just cause.

SECTION 2

APPOINTMENT AND RE-APPOINTMENT

A. (1) Appointment
The Town Manager shall have the sole authority and discretion to appoint members of the Police and Communications Departments.

(2) Re-appointment
The Town Manager shall have the sole authority and discretion to re-appoint members of the Police and Communications Departments and except as provided herein, the Town Manager shall also have the right and discretion not to re-appoint any employee for just cause. Employees shall receive one year appointments as an initial appointment: the first re-appointment shall be for two years plus as many months as are necessary to bring the appointment around to the annual May appointments, thereafter, re-appointments of all employees shall be made annually for not less than three years. After completion of the first three year appointment, the next appointment shall be considered a continuous appointment. In the event that the Town Manager proposes not to re-appoint any employee, notice of such action shall be furnished to said employee no less than fourteen (14) days prior to expiration of the current appointment. The employee shall be entitled to ask for a hearing before the Board of Selectmen, which hearing shall be at a meeting of the Selectmen to be held at a mutually convenient time within ten (10) days of the issuance of the notice of non-re-appointment. The employee may be represented by an attorney if so desired. No appointment shall be made to fill a vacancy created by failure of re-appointment until the closing of the hearing herein provided. No employee shall be denied re-appointment except by a unanimous vote of the Board of Selectmen held after such hearing.

B. The decision not to re-appoint any such employee shall not be subject to arbitration or to any provisions of the Grievance Procedure Article of this contract.

C. Before an employee is denied re-appointment he/she shall receive written notice from the Town Manager at least 90 days prior to the re-appointment date, except as provided below. Prior notice shall state specifically that it is sent pursuant to this subsection, shall state that the Town Manager is considering not re-appointing such employee. The employee may request to meet with the Chief of Police and the Town Manager to discuss the reasons why he/she is being considered for non-re-appointment. In the event that an incident occurs fewer than 90 days prior to scheduled re-appointment date which the Town Manager considers to justify a failure of re-appointment, the employee shall receive notice of the reason at the earliest practical date. No notice sent pursuant to this subsection shall be subject to arbitration or the Grievance Procedures of this contract.

ARTICLE VII: HOURS OF WORK

SECTION 1

SCHEDULED TOURS OF DUTY OR WORK SHIFTS, WORK WEEK, ETC.

Group A (Police Officers) Shall be scheduled to work regular work shifts or tours of duty, and each shift or tour of duty shall have regular starting times and quitting times. All regular work shifts assignments shall be posted on the Department bulletin board not less than two weeks in advance. The work day shall consist of eight hours of consecutive duty. No portion of such regular work shifts shall constitute overtime service. All police officers presently covered by this agreement shall work a so called four and two work schedule consisting of four (4) consecutive days (or nights) on duty and two (2) consecutive days (or nights) off duty. Alternative schedules may be agreed upon by both parties to accommodate "split shift" work assignments.

The Department School Resource Officer(s) shall work a so called 5 and 2 work schedule consisting of 5 days on duty and 2 weekend days off duty. The School Resource Officer(s) shall receive an additional 16 days off per year to be taken without loss of pay during the schools' vacation periods so as not to require overtime compensation.

A. The starting and quitting times of the several work shifts or tours of duty are as follows: 8:00 A.M.-4:00 P.M., 4:00 P.M.-12:00 A.M., 12:00A.M.-8:00 A.M.

B. In the event that the complement of patrolmen and sergeants shall increase to in excess of four (4) persons, the Chief and the Board of Selectmen may at their discretion institute any additional shifts other than those set forth under Subsection (A) after prior consultation with the Union.

Group B (Communications Officers) Shall be scheduled to work regular work shifts or tours of duty, each shift or tour of duty shall have regular starting times and quitting times. The work day shall consist of eight (8) consecutive hours. All full time Communications Officers covered by this agreement shall work a so called five and two work schedule consisting of five (5) consecutive days (or nights) on duty, and two consecutive days (or nights) off duty,

A. The starting and quitting times of the several work shifts or tours of duty are as follows: 8:00 A.M.-4:00 P.M., 4:00 P.M.-12:00 A.M., 12:00A.M.-8:00 A.M. The shifts shall overlap sufficient time to permit the communication of pertinent messages.

B. In the event that the complement of communications officers increase in excess of three (3) persons, the Chief of Police and the Board of Selectmen may at their discretion, institute additional shifts other than those set forth in Subsection (A), after prior consultation with the union.

SECTION 2

MINIMUM WORKFORCE

There shall be a minimum of two persons on duty at all times which will consist of a police officer and a communications officer. This includes part time employees, and the Chief of Police.

SECTION 3

OVERTIME SERVICE

All assigned, authorized, or approved service outside of an employee's regularly scheduled tour of duty or work shift (other than paying police details), work week, or hours of work, including service on an employee's scheduled day off, or during his/her vacation and service performed subsequent to the scheduled time for conclusion of his/her regular work shift or tour of duty, and including court time as set forth in Article XI, hereof shall be deemed overtime service and shall be paid as such. However, part time employees shall not receive overtime pay unless such service is in excess of 8 hours on the day on which it is performed or in excess of 40 in the week it is performed. Any non-emergency overtime must first be approved by the Chief of Police or the officer in charge in writing.

Overtime service shall not include:

A. An out of turn work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of the employee (subject to department approval).

B. Swapped tours of duty or work shifts between individual employees by their own mutual agreement (subject to department approval).

SECTION 4

SCHEDULING OF OVERTIME

In emergencies, or as the need of the service requires, police officers (sergeants or patrolmen) or communications officers may be required to perform overtime work. All such employees shall be given as much advanced notice as is reasonably possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all employees as equitably as practicable. Employees other than those required to work beyond their normal shift or tour of duty due to the exigencies of their work day (such as an accident) shall have the option of declining overtime offered; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations, in the judgment of the Chief, or the Chief's representative in executing the overtime job such additional employees as are deemed necessary by the Town may be required to work overtime on an assigned basis; it is agreed that such assignments will not be refused. All employees shall be afforded the opportunity to accept overtime service, but there will be no discrimination against any employee who declines to work overtime on a voluntary basis.

SECTION 5

METHOD OF COMPENSATION OF OVERTIME SERVICE

Any employee who performs overtime service in accordance with the provisions of this Agreement shall receive compensation at time and one half his/her straight time hourly rate of pay for each hour of overtime service, or ¼ hour fraction thereof. The straight time hourly rate shall be computed as one fortieth of an employee's regular weekly compensation. Employees may accept compensatory time off in lieu of overtime pay.

Police Officers and Sergeants may elect to accept compensatory time off in lieu of financial compensation for overtime. To be eligible for compensatory time off, the officer must receive an overtime opportunity through normal distribution, court time, or other overtime not to include details and shall in writing request to the Chief of Police to be allowed to accept compensatory time off. Upon approval of the Chief, the officer will receive 1.5 times the number of hours worked for such compensatory time; i.e. an officer works 8 hours will receive 12 hours compensatory time. Officers will be limited to 56 hours of compensatory time off per fiscal year. Officers working the 8-4 shift and 4-12 shifts shall only be permitted to take compensatory time off with a written request to the Chief at times that will not require overtime shift replacement. Officers working (i.e. permanently scheduled to include split shift officers) the 12-8 shift may accumulate 56 hours of compensatory time off per year and use such compensatory time off in the same manner as vacation. Officers may request overtime payment for accrued compensatory time off anytime during the year it was earned at the rate it was originally earned, i.e.: 12 hours of compensatory time would be paid as 8 hours at overtime. All compensatory time accrued and not used during the fiscal year will be paid to the officer as noted above. An officer upon any cessation of employment will be paid for any accrued compensatory time by being paid the original time off worked at the overtime rate. The Union and the Town agree that this section will only be in force and effect when staffing levels are sufficient to staff the 8-4 shift and 4-12 shift with three police officers per shift (not including the Chief of Police).

Notwithstanding any other provision of this agreement, retroactive overtime compensation for hours worked prior to the signing of this agreement but not covered under the federal Fair Labor Standards Act 29 U.S.C. ss201, et seq., shall be paid at the rate of time and one-fourth the officers straight time hourly rate; such straight time hourly rate is to be calculated in accordance with the wage increases provided for in Article XV, Section 1 of this Agreement. Provided, however, that no persons who left the employ of the Town since July 1, 1984, but prior to the date on which this agreement is signed shall be entitled to recover any overtime compensation hereunder in addition to that which may be required by law.

SECTION 6

OVERTIME OPPORTUNITIES

Except as provided in Article XI, Section 2, and Overtime opportunities resulting from the inability of a full time employee to report for service for a period of less than one week shall be offered first to other full time employees. All other overtime opportunities may at the option of the Town, be offered to full time employees or to part time employees. Overtime shall be distributed among full time employees as equitably as practicable.

SECTION 7

SHIFT ASSIGNMENTS BY SENIORITY
The Town recognizes and will apply the principle of seniority in matter of shift assignments and selection of vacation periods provided that in the judgment of the Chief of Police such application shall not interfere with the public safety or the effective conduct of Police or Communications Department business.

Subject to this qualification, shift bidding by seniority will take place on July 1 of each year or when a vacancy occurs.

SECTION 8

TIME OFF REQUESTS
Members of the Police and Communications Departments may request and receive approval for time off, subject to 8 hours of prior notice, and the ability of the department to secure an adequate replacement (except for emergency situations which will be at the Chief's discretion). Time off may be granted to more than one full time employee per day. Time off for two officers working the same shift may be granted only with the express approval of the Chief of Police, or Sergeant in the Chief's absence and with 48 hours' notice.

ARTICLE VIII: RECALL

Whenever an officer or communications officer who is off duty and has already left his last place of employment or duty assignment is called back to work by order of the Chief of Police or by the Officer in Charge, or by order of the Board of Selectmen, he shall receive pay at the overtime rate for a minimum of four (4) hours. No officer or communications officer shall receive pay under this article unless he presents himself for duty.

ARTICLE IX: COURT TIME

A. An employee on duty at night or on vacation, furlough or on a day off, who attends as a witness or in other official capacity for or on behalf of the Commonwealth or the Town in a criminal or civil matter arising out of the performance of his or her duties as a police officer or communications officer pending in any court in the Commonwealth, or before any grand jury proceeding, or in conference with a District Attorney, or Assistant District Attorney, or at any pre-trial court conference, or any other related hearing or proceeding arising out of the performance of his duties as a police officer, shall be entitled to and shall receive compensation for every hour or ¼ hour fraction thereof during which he was in attendance or appearance, with a four (4) hour minimum, and shall receive time and one half as provided in Article VII Sec. 3; provided that such attendance or appearance was approved in advance by the Chief or the Officer in Charge.

Court time will commence at the scheduled time of appearance. Court time shall include the lunch recess in the event that the officer is required to appear in the afternoon sessions as a part of the continuing court process.

B. Employees shall be allowed to perform jury duty and shall be granted leave of absence if necessary for this purpose.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for the actual time spent on such jury duty while they would otherwise be on duty as a police officer or communications officer.

ARTICLE X: VACATION

The vacation year shall be the period of July 1 to June 30, inclusive. Each employee shall be credited with vacation leave with pay as follows:

1. For less than one year's continuous service on behalf of the town, beginning July 1st and ending June 30, vacation credits shall be earned at a rate of one half day per month for each calendar month worked, to a maximum of five days. Vacation will begin to be earned starting on the first working day of the calendar month. For more than one year's continuous service on behalf of the town, beginning July 1st and for less than five years ending June 30th, vacation shall be earned at a rate of two weeks (10 days) per year.

2. For more than five years of continuous service on behalf of the town, beginning July 1st and less than 10 years ending June 30th, vacation credits shall be earned at a rate of three weeks (15 days) per year.

3. For more than 10 years of continuous service on behalf of the town beginning July 1st, vacation credits shall be earned at a rate of four weeks (20 days) per year.

4. For more than 15 years of continuous service on behalf of the town beginning July 1st, vacation credits shall be earned at a rate of five weeks (25 days) per year. For each year after 20 years, employees shall receive 1 additional vacation day per year of service to a maximum of 30 days per year.

5. All vacation earned in a fiscal year ending June 30th must be taken during the fiscal year which begins July 1st. Any employee having any earned vacation credits remaining shall receive pay for the credits earned at a rate of straight time.
6. Vacation pay may be given in advance provided two weeks' notice is given to the Town accountant.

7. Any employee who terminated his employment, and after giving proper prior notice, may receive pay for any vacation credits earned.

Vacation must be taken during the year earned and cannot be cumulative except due to unusual circumstances authorized by the Chief of Police. Each employee shall be entitled to at least one week's vacation during the summer period.

Any current employee may elect to keep the vacation benefits which he is receiving under current practice. In the event that the town by-laws regarding vacation benefits are amended so as to increase the amount of vacation allowed to town employees, any employee covered by this agreement may elect to receive the vacation benefits available under the town by-laws.

ARTICLE XI: HOLIDAYS

SECTION 1

The following days shall be paid holidays:

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

In addition to the above listed holidays, each employee covered by this agreement shall be granted one (1) "floating holiday".

For the purpose of this Article, the "Holiday" is the twenty-four hour period commencing at 12:01 A.M. on the day of celebration of each day listed in this section.

SECTION 2

Employees shall receive 12 additional days off per fiscal year for the above holidays as annual Holiday Pay. Holidays will be earned as the holidays are observed on the calendar, they will not be granted in advance. Holidays may be used in the same manner as vacation after they have been earned. Employees that work their regularly scheduled shift on Christmas shall receive time and one half pay for the holiday in addition to equivalent time off during the same fiscal year.

SECTION 3

All Holiday credits earned but not taken by an employee during the fiscal year ending June 30th shall be paid to the employee at the rate of straight time.

ARTICLE XII: BEREAVEMENT LEAVE AND PERSONAL LEAVE

A. BEREAVEMENT LEAVE

The Town will pay up to three days leave with full pay in the event of death in the immediate family: i.e. Mother, Father, Brother, Sister, Spouse, Children, Mother-in-law, Father-in-law. Time off will not be unreasonably requested or denied.

B. PERSONAL LEAVE

An employee, with specific approval of the Chief, may be granted up to ***three (3)*** days of personal leave in any year to meet a serious personal obligation that cannot be met other than during working hours. Personal leave shall not be deemed an extension of vacation leave, sick leave or emergency leave.

ARTICLE XIII: SICK LEAVE AND LIGHT DUTY, LONG TERM SICK PAY

SICK LEAVE

1. Sick leave credited on July 1, shall be in lieu of any and all unused sick leave that may have accumulated prior thereto. Any person whose employment shall commence after July 1 of any year shall be credited, until the following June 30, with one day of sick leave for each two calendar months of work, credit to begin at once or any employee commencing work prior to the 16th day of the calendar month; otherwise, credit shall begin on the first day of the calendar month following the month of hire.

2. On July 1, 2005, and each year after 2005, each employee shall be credited with 15 days of such leave, or with such a lesser number of days as will limit accumulation from year to year of sick leave for any employee to a maximum of ***forty (40) days***.

3. For periods of absence from work of three days or more, a physician's certificate will be required.

4. All full-time employees shall fill out time cards to verify the time worked. Said record shall be maintained by the clerk of the department and a duplicate forwarded to the Town Accountant.

5. If in judgment of the Chief, an employee is developing a pattern of sick leave abuse, then the Chief may require such employee to submit a certificate of illness from a Medical Doctor or the Town nurse for every day of sick leave taken by such employee.

LIGHT DUTY

SECTION 1

M.G.L. Chapter 41 Section 111F will define the leave with pay for employees incapacitated for duty because of an illness or injury sustained in the performance of duty. Employees subject to this section and not on light duty shall receive payment in accordance with M.G.L. Chapter 41 Section 111F.

SECTION 2

Officers injured in the performance of duty and those injured not in the performance of duty may be required to work light duty assignments by the Chief of Police. The Town agrees that any such light duty assignments will be made only with the agreement of the treating physician that

the duty will not aggravate or extend the period of injury. The Town agrees that light duty assignments will be useful work that provides support the police department's function.

LONG TERM SICK PAY

In the event that an employee suffers a non-job related injury or illness which is expected to keep him/her out of work more than fifteen (15) calendar days, said employee shall be paid according to the terms of the town funded Short Term Disability Policy. The Short Term Disability Policy will pay the employee seventy (70) percent of his/her weekly pay, up to one thousand ($1000) dollars for a period covering up to one hundred sixty-six (166) calendar days, commencing upon the completion of a fifteen (15) calendar day waiting period, referred to as an "elimination period." During this elimination period the employee may use any accrued sick leave until the Short Term Disability Policy begins.

The benefits of this Short Term Disability Policy shall be 100% tax free, requiring the Town of Upton to pay 100% of the premium of said policy and requiring the employee to pay the income tax on the premium assignable to him/her.

During the period of time that the employee is receiving benefits from the Insurance Company providing the Short Term Disability Policy the Town will continue to pay its portion of the costs for medical benefits (i.e. – health insurance and flexible spending account) and the employee will continue to pay, directly to the Town, his/her portion of the costs for medical benefits (i.e. – health insurance, flexible spending account and dental insurance).

ARTICLE XIV: LAY OFF, SEVERANCE, AND RESIGNATION

A. LAY OFF

When an employee is laid off, he will be given such advance notice as is reasonably possible and he will be given two weeks' severance pay in the event he is not given thirty (30) days advance notice.

The Town recognizes and will apply the principle of seniority in the matter of layoffs. The Town shall lay off personnel in the reverse order of seniority, i.e. the employee with the least service shall be laid off first. The Town agrees to recall laid off personnel by seniority rather than make new hires and not to fill a full time Patrol Officer, Sergeant of Police, Communications Officer, Part Time and Regular Time position with Reserve Officers.

B. SEVERANCE

If a person is going to be severed from employment (severance WITHOUT prejudice), said employee will receive one (1) week's pay for each year of service.

C. RESIGNATIONS

Employees that resign from the Police or Communications Departments with a two week notice shall receive payment for all earned but unused vacation, at the rate of straight hourly compensation. Holidays earned will be paid at straight time, and Compensatory time remaining will be paid to the officer at time and one half the original time worked i.e. 12 hours Compensatory Time will be paid as 8 hours overtime. Education Plan Incentive payments will be made on a pro-rata basis for all credits earned to the date of the Resignation without regard to whether the employee provided a two week notice.

ARTICLE XV: COMPENSATION

SECTION 1

PAY SCHEDULE
All employees covered by this agreement shall receive the following wages according to the step scale listed below:

FY 2016 COMPENSATION (July 1, 2015) 2.0%					
	Step 1	Step 2	Step 3	Step 4	Step 5
	Weekly	Weekly	Weekly	Weekly	Weekly
Communications	$797.78	$842.08	$886.42	$913.01	$940.39
Patrol	$1,066.26	$1,125.49	$1,184.75	$1,220.28	$1,256.88
Sergeant	$1,361.90	$1,443.63	$1,530.23		
FY 2017 COMPENSATION (July 1, 2016) 2.0%					
	Step 1	Step 2	Step 3	Step 4	Step 5
	Weekly	Weekly	Weekly	Weekly	Weekly
Communications	$813.73	$858.92	$904.14	$931.27	$959.19
Patrol	$1,087.58	$1,147.99	$1,208.44	$1,244.68	$1,282.01
Sergeant	$1,389.13	$1,472.50	$1,560.83		
FY 2018 COMPENSATION (July 1, 2017) 2.0%					
	Step 1	Step 2	Step 3	Step 4	Step 5
	Weekly	Weekly	Weekly	Weekly	Weekly
Communications	$830.00	$876.09	$922.22	$949.8	$978.37
Patrol	$1,109.33	$1,170.94	$1,232.60	$1,269.57	$1,307.65
Sergeant	$1,416.91	$1,501.95	$1,592.04		

Step 1	Base Rate for New Hires or Newly promoted Sergeants
Step 2	>1 year of service (New Patrol Officers Must Full Time Academy before advancing to Step 2)
Step 3	>2 years of service
Step 4	>3 years of service
Step 5	>4 years of service

SECTION 2

ACADEMIC DEGREE
All employees covered by this agreement who obtain or have obtained an academic degree shall receive the following additional compensation to their rate of weekly pay:

Effective July 1, 2006

Associates degree:	5%
Bachelor Degree:	7%
Master's Degree:	10%

Effective July 1, 2007

Associates Degree:	5%
Bachelor Degree:	10%
Master's Degree:	12.5%

SECTION 3
The Town and the Union agree to maintain federal standards regarding compensation for employees' use of personal cars.

SECTION 4
Patrol Officers and Sergeants working the 4:00 P.M. to 12:00 A.M. shift and 12:00 A.M. to 8:00 A.M. shift shall receive shift differential compensation according to the following schedule, per shift worked:

	7/1/15	7/1/16	7/1/17
4:00 P.M. to 12:00 A.M.	$11.00	$11.00	$11.00
12:00 A.M. to 8:00 A.M.	$12.00	$12.00	$12.00

SECTION 5
Communications Officers working the 4:00 P.M. to 12:00 A.M. shift and 12:00 A.M. to 8:00 A.M. shift shall receive shift differential compensation according to the following schedule, per shift worked:

	7/1/15	7/1/16	7/1/17
4:00 P.M. to 12:00 A.M.	$11.00	$11.00	$11.00
12:00 A.M. to 8:00 A.M.	$12.00	$12.00	$12.00

SECTION 6
The Communications Officer designated "Senior Communications Officer" shall receive an additional 7% rate of pay over and above the weekly rate of Communications Officer.

SECTION 7
Any Officer actively assigned as "School Resource Officer" shall receive an additional 5% rate of pay over and above his/her weekly rate.

SECTION 8

The Officer designated "Officer in Charge" of a shift shall receive an additional $1.50 per hour for each shift any officer is so designated. An "Officer in Charge" shall be defined as the most senior of the officers (time and grade) on a shift where no Chief or Sergeant is assigned.

SECTION 9

LONGEVITY PAY

Employees shall receive pay for longevity as follows:

10-14 years: $550.00 per year
15-19 years: $600.00 per year
20-24 years: $650.00 per year
25 years: $700.00 per year

Payments will be provided to qualifying employees on the anniversary of their date of hire annually.

SECTION 10

DETECTIVE

An officer actively assigned to the role of "Detective" shall receive an annual stipend of $750.00.

ARTICLE XVI: COMPUTATION OF SERVICE AND SENIORITY

The Town and Union recognize that the Police Department and Communications Departments are separate and distinct departments. Only full time continuous service on or with the Police Department or Communications Department of the Town since the employee's last date of hire shall be included in computing length of service, except for computation of vacation credit, sick leave accumulation or retirement credit allowed by statute or by-law and all leaves of absence for military service, in accordance with applicable law, terminating with the reinstatement or reemployment of the employee on the Police Department or Communications Department of the Town shall be so included.

An employee's continuous service record shall only be broken by resignation, discharge for just cause, retirement, or failure of reappointment.

Any Communications Officer who is subsequently hired as a Police Officer shall be deemed to have resigned from the Communications Department and will enter the Police Department as the most junior officer. The officer's first day of service as a police officer shall begin this employee's accrual of seniority in the Police Department. This officer's time in the Communications Department will not be added or carried over into the Police Department for the purposes of shift bids, vacation picks, promotions, officer in charge, job assignments, or layoffs. Such officer will be credited with his or her total time in service to the town for earning vacation credits, longevity pay, and any applicable retirement credits. In the event a Police Officer who

was a former Communications Officer is returned to the status of a full time Communications Officer; this employee shall rejoin the Communications Department at lowest seniority.

ARTICLE XVII: PAYING POLICE DETAILS

The following procedures shall be adhered to in the assignment and recording of all paying police details:

A. All employees will signify in writing from time to time their desire to accept or not to accept paying police details, which details shall be voluntary, and a current file on this subject will be maintained at police headquarters and made available upon the request to the Union.

B. All details will be assigned by the Chief or his designee.

C. Except by agreement of the Town and the Union, no paying detail assignments shall be made until the firm, corporation or entity requesting or required to have such detail has agreed to pay the Town for each officer performing such detail at the rate specified in section F. Such payments shall be made directly to the Town of Upton.

D. The Chief of Police will determine when a paid detail is necessary and shall assign such details as equitably as practicable. The Chief shall offer paying police details to full-time officers first and in the event that no full-time officer accepts the detail, he may offer it to part-time officers. The Town agrees that when the Police Chief deems that traffic protection is necessary on ways owned or maintained by the Town as a condition for a permit as outline in Chapter 4 Section 1 and 2 of the Town Bylaws or otherwise, such traffic protection shall be provided only by Upton Police Officers.

E. A paying police detail is defined as a tour of duty outside the regular hours of work resulting from the request of a third party outside the Department, for which said third party pays.

F. Police officers shall be compensated for paying police details at the following rate:

OUTSIDE DETAILS		TOWN DETAILS	
7-1-15	$46.00 per hour	7-1-15	$45.00 per hour
7-1-16	$47.00 per hour	7-1-16	$46.00 per hour
7-1-17	$48.00 per hour	7-1-17	$47.00 per hour

G. Paying Police Detail rates shall become effective with the signing of this agreement.

H. Paying Police details scheduled on nights, weekends, holidays shall be paid at time and one half the detail rate. Officers working in excess of eight (8) hours shall be paid at time and one half the detail rate for that portion of the detail exceeding eight (8) hours. This

section does not apply to: schools, churches, or nonprofit. For the purpose of this section a weekend shall be defined as 6:00 P.M. on Friday to 7:00 A.M. on Monday. Nights shall be defined as the hours between 6:00 P.M. and 7:00 A.M. Only hours worked between these times shall be compensated at the time and one half rates.

I. Officers working paying police details shall be paid a minimum of four (4) hours. In the event that the detail continues for more than four but less than eight hours the officer will be paid a minimum of eight hours. The eight hour minimum shall not apply to, schools, and churches, nonprofit organizations or elections.

J. The Town agrees to allow Upton Police Officers to obtain off duty employment without undue restrictions. Officers working such off duty employment agree to terminate off duty work shift activities upon receipt of an emergency call from the department. The Union agrees to comply fully with the provisions of Department Rule 4.1 regarding such employment, and the Town agrees to lodge only realistic objections to a members' off duty work intentions

ARTICLE XVIII: UNIFORM ALLOWANCE

SECTION 1

Full time Police and Communications Officers who are required to wear uniforms while on duty shall receive an annual clothing allowance as follows:

	Police Officers	Communications Officers
7-1-15	$1,250.00	$400.00
7-1-16	$1,250.00	$400.00
7-1-17	$1,250.00	$400.00

Bicycle Patrol Officers will receive an additional $100.00 annually upon assignment to Bicycle Patrol.

CEMLEC Officers will receive an additional $100.00 annually upon assignment to the Special Reaction Team to purchase team related items.

All clothing allowance funds, items and amounts requested must first be approved by the Chief of Police. Payment for uniforms purchased shall be by invoices addressed to the Town of Upton, Police Department, by the sellers, such invoices to be approved by the Chief of Police or Communications Officer as appropriate.

SECTION 2

A newly appointed officer will be required to furnish his/her initial uniform for which he/she may use one-half (1/2) of the annual allowance at the time of employment, and the remaining half (1/2) upon completion of six months of satisfactory service.

SECTION 3

During the term of this agreement, the Town agrees to furnish a newly appointed officer (at no cost) the following items:

- Gun and holster
- Mace and holder
- Badges for hat, shirt and wallet
- Sam Brown belt
- Keepers
- 2 Mass collar pins
- Tie Clasp
- Ammunition and holder
- Handcuffs and case
- Raincoat

SECTION 4

The Town agrees to repair or replace uniforms and equipment damaged in the line of duty. The town agrees to replace and maintain antiballistic garments at five year intervals upon the written request of an officer who shall wear said garment as uniform of the day

ARTICLE XIX: NO-STRIKE PROVISION

SECTION 1

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown or withholding of services.

SECTION 2

Should any employee of group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or with holding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or with holding of services, and shall refuse to recognize any picket line established in connections therewith. Furthermore, at the written request of the Municipal Employer, the Union shall take all responsible means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or with holding of service and to return to work forthwith.

SECTION 3

Any employee who engages in a strike, work stoppage, slowdown, or with holding of services shall be subject to discipline and discharge proceedings by the Town.

ARTICLE XX: SEVERABILITY OF PROVISIONS

If any of the provisions of this Agreement, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of the Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXI: DEDUCTION OF DUES AND FEES

SECTION 1

UNION DUES
Upon receipt of signed authorization cards, the Town shall deduct Union dues from the compensation paid to each member of the Union. The Town shall forward such deductions to the Union. The Town shall forward any such deductions to the treasurer of the Union each month following the month of deductions.

SECTION 2

AGENCY SERVICE FEE

A. Effective thirty (30) days after the signing date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee. Such fee shall be paid monthly and shall be in the amount equal to the amount of the periodic dues charged by the Union to its members.

B. The Union agrees to refund to the Town any amount paid to it in error on account of the check off and agency fee provision upon presentation of proper evidence thereof.

C. The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

D. Authorization for payroll deductions of such agency service fees shall be made by executing a written assignment form.

SECTION 3

INDEMNIFICATION
The Union will indemnify, defend, and hold the Town harmless against any and all costs, including attorneys, arising out of any claims made or any suits instituted against the Town on account of any check off of Union dues or Agency Fee provision or any allegedly wrongful withholding of pay by the Town pursuant to such provisions.

ARTICLE XXII: MISCELLANEOUS

SECTION 1

PROBATIONARY EMPLOYEES
The initial appointment of Police Officers or Communications Officers shall be for a period of one year during which a person shall actually perform the duties of such position on a full time basis. The initial appointment shall be a probationary period during which police officer shall be

deemed employees at will whose removal or dismissal shall be without recourse at any time during such initial appointment.

SECTION 2
All police officers and communications officers that are hired after July 1, 1996 shall have their seniority date established as the first date of their full time employment as a police officer or communications officer within their respective departments.

SECTION 3
Notwithstanding any other provisions of this agreement, no matter which is within jurisdiction of any Retirement Board established by law shall be a subject of grievance under the procedure established in Article V.

SECTION 4
Regular full time employees under the jurisdiction of this Agreement may voluntarily enroll in the Town's Group Medical Plan, which consists of a Health Maintenance Organization Plan (HMO) and a Preferred Provider Organization Plan (PPO/Indemnity Plan). The Town will pay seventy-five (75) percent of the health insurance premium and the employee will pay twenty-five (25) percent of the health insurance premium of the Health Maintenance Organization Plan. The Town will pay sixty (60) percent of the health insurance premium and the employee will pay forty (40) percent of the premium of the Preferred Provider Organization Plan.

The Town agrees to assist employees in obtaining a Dental Plan provided that any such Dental Plan is offered at NO cost to the Town. The Town agrees to permit and make payroll deductions from employees and remittances to the Dental Plan Provider.

The Town agrees to provide employees with a so called Flexible Spending Account Plan for medical expenses via payroll deduction.

The Town agrees that employees who do not elect to use the Town's Health Insurance Plan shall receive a stipend of up to $1,500.00 paid in June of each year at a rate of $125.00 per month the employee deferred coverage from the Town.

SECTION 5
The Town agrees to provide Educational Incentive Program as agreed by the parties and will fund the policy at a maximum possible compensation per full time employee of $5,500.00 per year exclusive of the incentive payments for collegiate degrees. Categories and credit values may be added or changed if agreed by all parties (Selectmen, Chief, and Union) in writing. The policy will be in effect July 1, 2008 with award of credits/compensation made to the employee the first or second pay period of December of each calendar year, based on the employee's calendar year performance. In each subsequent year the Educational Incentive Policy shall be administered on a program year basis, i.e.: November 1-October 31.

SECTION 6
The Town agrees to provide the Union with a current copy of the Town's Workman's Compensation Insurance and agrees to notify the Union of any proposed insurance changes.

ARTICLE XXIII: DURATION OF AGREEMENT

SECTION 1

This Agreement shall take effect as of July 1, 2015, and shall continue in force until June 30, 2018, a period of three (3) years. It is further agreed that if no new Agreement has been signed prior to said expiration date, this Agreement will remain in full force and effect until such new Agreement has been signed.

SECTION 2

On or after December 1, 2017, but before February 1, 2018, the Union shall notify the Town of its proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this Section shall be accomplished by the Union's delivery of a copy of said proposals to the Town Manager.

TOWN OF UPTON
BOARD OF SELECTMEN

Kenneth E. Picard, Chairman — **Date:** 16 Feb 2016

James A. Brochu, Member — **Date:** 2/16/2016

Robert J. Fleming, Member — **Date:** 2/16/16

MASSACHUSETTS COALITION OF POLICE LOCAL #162

Vice President — **Date:** 16 Feb 2016

~~Vice~~ President — **Date:** 2/19/16

APPENDIX A

EDUCATIONAL INCENTIVE PROGRAM (2016-2019)

The primary focus of the Educational Incentive Program (EIP) is to encourage and reward extracurricular professional development. Credits are earned for participation in both internal and external educational programs. Officers' participation in any training programs/activities will be strictly voluntary and on the officers' own time. The exception to this being those officers on regularly scheduled shifts during in-house training sessions. Completion of "Assigned Responsibility" should be during regular time whenever possible to avoid excessive overtime.

Participation Eligibility
Eligibility is restricted to full time members of the Police Department and Communications Department. Pro rata payments for credits earned under this program will be made to employees who leave the employ of the Police or Communications Departments during the program year.

Program Year
The program year will be November 1 through October 31.

Compensation
Compensation for all incentive programs will be issued in first or second pay period of the month of December. Maximum compensation per EIP participant is $5,500.00. Credits are awarded in blocks of five; the Chief shall round up or down to the nearest block of 5 (i.e.: 152 credits are awarded at 150 credits, 153 awarded at 155 credits). The payment shall for tax purposes be paid as wages.

Management
The EIP will be managed by the Chief of Police. The end of year report will be posted in Police Headquarters for the month following the program year.

Monthly EIP Meetings and Training
Credits are awarded for the Program Year in which the work was done. In house training will be developed and managed by the Chief of Police. A complete record of in house training will be maintained on a program year basis. This category incorporates the following:

> Monthly EIP Meetings: The sessions will be offered one per month rotating Monday through Friday, with at least one make up session available to officers. Monthly EIP meetings shall be held by the Chief or his designee once a month for up to 120 minutes each. Employees shall receive a proration of the points available for the category based upon the percentage of meetings attended (i.e. a person who attends 80 percent of meetings receives 80 percent of 75 points).
>
> In Service Instructor: In order to be eligible assigned instructors must submit a course outline to the Chief of Police for approval in advance on a quarterly basis.

Police Policy Manual Review: In order to be eligible participants must take all of the review tests and achieve a GPA of 80%.

Training: Officers may seek outside Law Enforcement Training on their own time and if there is a tuition cost, it shall be borne by the officer unless the Chief of Police agrees to use budgeted funds to provide for tuition. Training shall include but not be limited to: Criminal Justice Training Council sponsored specialized or in service training, training programs approved by the Chief of Police, recognized police academy specialized training, or private sector/for profit law enforcement training sponsored by police departments, and E.M.T. or police skill related recertification training completed on one's own time. This training must be documented by a certification of attendance submitted to the Chief of Police. Award of credits will be made to officers for four hour increments for training. Officers may apply for training and the Chief shall approve applications for training that is related to Upton Police functions. Training shall be in blocks of 4 hours and employees shall receive 12.5 credits for each 4 hour block of training

Assigned Responsibility

Credits awarded for the program year in which the assignment was performed. Responsibility is assigned and performed under the management of the Chief of Police. It is expected that these responsibilities will be rotated to achieve maximum cross training. In order to be eligible, participants must have acquired training/certification (if required) and designed and implemented a course of action for the program year.

Physical Fitness

Physical fitness testing shall be offered four times per program year. Officers who participate shall earn fifteen points for each physical fitness test that is passed. (Total available points will be 60). All full time Police Officers must participate and pass the physical fitness testing a minimum of once every other program year. Failure to pass the physical fitness test as noted shall result in the implementation of a physical fitness training program designed by the health coordinator.

The physical fitness test standards shall remain as indicated by Appendix A. The physical fitness standards shall not be changed without written agreement between MassCOP Local 162 and the Board of Selectmen. Physical fitness testing is optional for Communications Officers.

CATEGORIES		CREDIT
I. Academic Degree Course Work		Maximum of:
1	College Credit, completion of 1 full course towards Degree (30 credits each course).	60
II. In House and Outside Training		
2	Monthly EIP Meetings	75
3	Policy Manual Testing	20
4	Instructor	10
5	Firearms Instructor	25
6	Training (Max. 100 credits) (Unpaid and Approved by Chief)	12.5 per 4 hour block
III. Assigned Responsibilities		
7	EMT	10
8	Suicide Prevention	5
9	Safety Officer	4
10	Drug Officer	4
11	Crime Scene Officer	4
12	Armorer	10
13	Arson Investigator	5
14	Rape Investigator	5
15	Traffic Accident Reconstruction	10
16	Juvenile Officer	5
17	Information Management	6
18	Elder Protection Officer	6
19	Health Coordinator	10
20	Drug Unit	10
21	BT	5
22	Court Officer	4
23	Maintenance Officer (Report Required)	10
24	Property/Evidence Custodian	2
25	LEAPS Certification	5
26	LEAPS Representative	8
27	LEAPS Backup Representative	4
28	Crime Prevention Officer	6
29	Training Officer	10
30	Child Restraint Seat Advisor	20
31	Special Response Team	50
32	Rape Aggression Defense	10
33	Bicycle Patrol Officer	15
34	Photographer	8
35	EMD Regional Services	75

V. Miscellaneous

36	Physical Fitness (4 times a year)	15 for each
37	Sick Days (4 days)	40
38	Sick Days (3 days)	55
39	Sick Days (2 days)	60
40	Sick Days (1 day)	70
41	Sick Days (0 days)	80
42	Top Gun	20
43	Top Gun 2d place	10
44	Top Gun 3d place	5

EIP COMPENSATION

CREDITS	AMOUNT	CREDITS	AMOUNT
150	$1,500.00	250	$3,500.00
155	$1,600.00	255	$3,600.00
160	$1,700.00	260	$3,700.00
165	$1,800.00	265	$3,800.00
170	$1,900.00	270	$3,900.00
175	$2,000.00	275	$4,000.00
180	$2,100.00	280	$4,100.00
185	$2,200.00	285	$4,200.00
190	$2,300.00	290	$4,300.00
195	$2,400.00	295	$4,400.00
200	$2,500.00	300	$4,500.00
205	$2,600.00	305	$4,600.00
210	$2,700.00	310	$4,700.00
215	$2,800.00	315	$4,800.00
220	$2,900.00	320	$4,900.00
225	$3,000.00	325	$5,000.00
230	$3,100.00	330	$5,100.00
235	$3,200.00	335	$5,200.00
240	$3,300.00	340	$5,300.00
245	$3,400.00	345	$5.400.00
		350	$5,500.00