

AGREEMENT BETWEEN

Town of Webster

and

Webster Police Association

Local 473

Massachusetts Coalition of Police

AFL-CIO

July 1, 2023 – June 30, 2026

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**WEBSTER POLICE ASSOCIATION
MASSCOP, LOCAL 473
(WEBSTER POLICE DEPARTMENT)**

This Agreement and any such other agreements entered into to supplement, or amend this Agreement by and between the Town of Webster, hereinafter called the "TOWN" or the "MUNICIPAL EMPLOYER", acting by and through its Board of Selectmen, and the Webster Police Department, hereinafter called "MASSCOP or LOCAL 473".

WITNESSETH

WHEREAS, the wellbeing of the employees covered by this Agreement and efficient and economic operation of the Police 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 contributes to the effective conduct of the public business and police administration; and

WHEREAS, the parties of this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on the Agreement;

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

ARTICLE I

UNION DUES AND AGENCY FEE

All employees covered by this Agreement shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective day of this Agreement, whichever is later, of Union dues or an Agency Service Fee to the Union. Such Agency Service Fee is not to exceed regular union dues.

At the election of the employee, said Agency Service Fee may be deducted from his/her wages upon presentation to the Town of a signed authorization. Said authorization may be cancelled by sixty (60) days written notice to the Town. An employee who does not authorize the Town to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Treasurer.

The Union agrees to indemnify and hold harmless the Town for any and all claims arising from the Towns' deduction of Union Dues/Agency Service Fees.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1. Subject to other provisions of this Agreement, the Town shall not be deemed limited in any way in the exercise of functions of municipal management or government and shall have all the powers, authority and prerogative of municipal management or government, including, but not limited to the following:

- a) To manage the affairs of the department and maintain and improve the efficiency of its operations;
- b) To determine the methods, means, processes and personnel by which operations are to be conducted;
- c) To direct the size of and direct the activities of the working force;
- d) To determine the schedules and hours of duty consistent with state statutes and the assignment of employees to work, provided however that nothing herein shall be construed as a waiver of the parties' obligations to bargain over a change in the present 4 and 2 work schedule, provided further that nothing herein shall be construed as a waiver of the parties' obligations to bargain over any increase in total hours worked;
- e) To establish new job classifications;
- f) To hire, promote, transfer, assign and retain employees in positions within the department and to suspend, demote, discharge, or take any other disciplinary actions against employees for just cause;
- g) To determine the existence of an emergency declared in accordance with law and to take all necessary action to respond to that emergency, notwithstanding the provisions of this agreement;
- h) To institute technological changes and revise equipment and facilities;
- i) To determine the mission of the department, its budget, its organization, the number of employees, and the numbers, types and grades of positions or employees assigned to an organization unit;
- j) To take whatever actions necessary to carry out the mission of the department in situations of emergency;
- k) To issue NARCAN and train officers in its application; and
- l) To apply for departmental accreditation and assign officers to its implementation.

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

ARTICLE III EMPLOYEE'S RIGHTS

Section 1. Employees have and shall be protected in the exercise of the right, without fear of penalty of reprisal, to join and assist the MASSCOP.

Section 2. MASSCOP. officers and stewards (not to exceed two) shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process and settle complaints or grievances provided that they shall request permission from the Chief or his designee.

Section 3. Duties of the MASSCOP's bargaining committee shall be arranged so that they may attend collective bargaining negotiations, without loss of pay.

Section 4. MASSCOP officers, representative, and grievance committee members shall be granted leave of absence, but with no loss of pay benefits if they so request, to attend meetings of the Board of Selectmen, the General Court or other public body, when the subject on the agenda concerns the Webster Police Department.

Section 5. The Employer agrees that all rights and privileges previously enjoyed by the employees will remain in effect unless specifically abridged or modified by this Agreement.

ARTICLE IV TRAINING

The Town shall conduct a regular educational program for all officers, which shall include training to qualify for any special assignments with particular reference to training in radar, Breathalyzer, and meter operation together with schooling in drug, community relations and other related subjects. All training is to have the prior approval of the Chief of Police.

If an officer is assigned by the Chief or his designee to training outside the Town of Webster, the officer will be eligible for a meal stipend of \$15.00 per meal for meals which take place during the in-service training, not to exceed three (3) meals per day.

Officers assigned to training will be provided a town vehicle, if available. If travel and training time exceeds eight (8) hours per day or forty (40) hours per week, compensatory time shall be given on an hour-for-hour basis.

ARTICLE V

STABILITY OF AGREEMENT

Section 1. No amendment, alterations or variations of the terms or the provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. The failure of the Municipal Employer or of Local 473 to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Municipal Employer or of Local 473 to future performance and the Municipal Employer to such future performance, shall continue in full force and effect.

ARTICLE VI BULLETIN BOARD

The Town shall provide a space for a bulletin board in the Police Station to be used by Local 473 for the posting of notices concerning Local 473 business and activities in a place where the general public has no access.

ARTICLE VII GRIEVANCE PROCEDURE AND ARBITRATION

A grievance is defined as a misapplication or misinterpretation of a specific term of this Agreement, including a suspension or discharge. The Grievance shall be presented in writing as follows:

Step 1. Grievances may be first presented by the employee to the Union Grievance Committee and an earnest effort shall be made to adjust the grievance in an informal manner. Should the grievance continue, the grievance shall be reduced to writing by Local 473 and shall be presented to the Chief within fourteen (14) days from the event-giving rise to the grievance. The written grievance shall contain a description of the events underlying the grievance, a reference to the provision(s) of this Agreement that are the subject of the grievance, and the specific remedy sought by the grievant and/or the Union. The Chief shall meet with the Grievance Committee at a mutually agreeable time within five (5) working days from the time the grievance is presented to him and shall answer the grievance in writing within seventy two (72) hours after the meeting.

Step 2. If the grievance is not resolved in Step 1, the Grievance Committee may refer the complaint to the Town Administrator or designee, within five (5) working days from the receipt of the Step 1 answer exclusive of Saturdays, Sundays and holidays. The Town Administrator or designee shall meet with the Grievance Committee within five (5) days to discuss the grievance and will answer the grievance in writing within five (5) days after the meeting ends.

Step 3. If the employee, and/or the Union is not satisfied with Step 2, the grievance may be submitted for consideration to move to arbitration in accordance with MASSCOP's arbitration procedures. In the event that a grievance does move forward to arbitration, the decision of the Arbitration Board shall be final, and the cost of said arbitration shall be shared equally by the Union and the Town. The Town agrees that adverse action shall not be taken against employees except for just cause.

If the Union fails to comply with the filing deadlines set forth in this Article, its grievance shall be waived. If the employer does not comply with the time limits specified herein, it shall be considered a denial of the grievance and the Union may proceed to the next step. Time limits may be extended by mutual agreement of the employer and the Union.

An officer who has not completed the initial one (1) year probationary period will not have access to the grievance and arbitration procedure in the event they are disciplined or discharged. The one (1) year probationary period shall begin to run for new officers the day following their graduation from the police academy.

Article VIII JUST CAUSE

Employees will not be disciplined, or terminated, without Just Cause. The Union may elect to appeal a member's discipline or termination to binding arbitration, in accordance with the grievance procedure outlined in this agreement.

Employees shall automatically be reappointed on a yearly basis, without delay. No employee shall fail to be reappointed without Just Cause.

ARTICLE IX BEREAVEMENT LEAVE

Section 1. Each full-time permanent employee will be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall be three (3) working days to be used within (10) days of death.

For the purpose of this Article, the term "immediate family" shall mean and include the following: mother, step mother, father, step father, mother-in-law, father-in-law, sister, step sister, brother, step brother, spouse, significant other, child and grandfather or grandmother of the employee or his/her spouse.

Section 2. One (1) day of bereavement leave shall be granted in the event of a death of an aunt, or uncle of an employee or his/her spouse.

At the Chief's discretion, an employee can use sick time to grieve the passing of an immediate family member in addition to the bereavement leave listed above.

ARTICLE X

SPECIAL LEAVE

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:

- A. Such substitution does not impose any additional cost to the Town.
- B. Such substitution is within rank only.
- C. The officer in charge of the division in which the substitution shall take place shall be notified in writing on an appropriate form not less than one (1) day prior to it becoming effective except in the case of emergency, notification may be made by telephone.
- D. No officer shall have more than ten (10) such days per calendar year.
- E. No more than one (1) substitution on a shift shall be working sixteen (16) hours.

ARTICLE XI **HEALTH, SAFETY AND GRIEVANCE COMMITTEE**

Section 1. Grievance Committee: A grievance committee of three (3) members, nominated by the President of Local 473, shall meet with the Chief of Police, depending upon what phase the grievance has graduated to, to resolve a grievance presented by a member of the Local 473 or by the Local 473 itself.

Section 2. Safety Committee: A safety committee of three (3) members, nominated by the President of Local 473, shall meet with the Chief of Police at least once a month to discuss and make recommendations for improvement of the general health and safety of the employees, and their working conditions, including cruisers and all police equipment.

Section 3. A list of Local 473 officers, which shall include the Grievance and Safety Committees, shall be submitted to the Board of Selectmen and the Chief of Police by the third week in July by Local 473. Should changes of officers occur during the year, the Board of Selectmen and Chief of Police shall be notified of said changes in writing by Local 473 within three (3) days.

Section 4. The Town shall provide efficient and safe equipment and material to protect the health and safety of employees in accordance with Section 2. If possible, the Employer or Union Safety Committee will provide reasonable notice to the Chief of Police as to the existence of a safety or health hazard in a piece of equipment or other working conditions. Upon notice, the Chief of Police shall investigate and take appropriate action to remedy the condition.

ARTICLE XII **CONTRIBUTORY HEALTH AND LIFE INSURANCE**

Effective July 1, 2008, the Union agrees to increase the employee contribution from 20% to 25%.

Section 1. Right to Select Carrier: The benefits provided by the Town may be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the Town. Sixty (60) days prior to the implementation of any change in carrier, the Town shall submit to the Union the new coverage so that the Union can ascertain that the new carrier will provide a comparable level of coverage and benefits.

Section 2. Waiver of Coverage: The annual stipend for waiver of all health insurance coverage to \$2,000.00. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above, and in lieu thereof, shall receive an annual payment in cash of \$2,000.00. Payment to those employees waiving coverage shall be made in equal payments in February and June. Proof of change in insurance status may be required by the Town. Any payments under this Article shall not be regarded as compensation for wages, overtime or pension calculation purposes.

Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver shall, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject, however to any regulations or restrictions including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the Employee has been compensated but not overcompensated, for any waiver elected in this section.

Notice of intent to waive insurance coverage must be sent to the Town Treasurer not later than October 1st, to be effective on January 1st of each contract year. The election to waive coverage shall be approved after the employee has provided the Town with proof of alternative insurance coverage. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Only those officer and sergeants who voluntarily elect to be covered by their spouses' insurance plan and provide proof of coverage of said plan may participate. Those officers and sergeants who reduce coverage from family plan to single plan are not eligible to participate.

The stipend for waiver of health insurance will be prorated based upon the fiscal year for purposes of separation of employment.

Section 3. Should the Town propose any changes in health care benefits or level of contribution, the parties agree that they will reopen this Agreement on those issues.

ARTICLE XIII SENIORITY

Section 1. The Chief of Police shall post all the shifts of all personnel covered by this Contract in accordance with seniority in rank.

Section 2. Assignments to shifts shall be posted on the police station bulletin board early enough to ensure that a new shift assignment roster shall be effective July 1st. Each officer shall select his shift in order of seniority by signing his name to the list next to the shift he desires.

Section 3. Within six (6) weeks before completion of a four (4) month period, the shifts shall again be reposted. The four (4) month periods shall be: July 1st – October 31st, November 1st – the last day in February and March 1st – June 30th. Again, an officer shall pick in the order of seniority, the shift he wishes. This procedure will be followed at the end of every four (4) month period thereafter. Shifts shall be selected by seniority with each person having a two (2) day limit in which to sign up, and this two (2) day period will be strictly adhered to. The only exception is if an officer is on his day or days off and when he returns from his day or days off the two (2) day limit shall prevail. If after three (3) days expire and the officer has not signed, the next senior man will sign the list.

Section 4. Seniority is defined as the length of time within rank as determined by the date of appointment. In the event an employee is demoted for non-disciplinary reasons, his/her seniority shall be defined as date of full-time employment with the department regardless of rank. In case of a tie, the date of the next lower rank shall prevail; and in case of a tie between patrolmen, position on the Civil Service list shall prevail. In the event the Webster Police Department is no longer in Civil Service, officers' seniority will be based upon their date of hire. In the event of two or more officers being hired on the same date, the rank determined by the hiring authority at the time of hire will determine their department seniority.

Section 5. The Chief will, subject to the provisions of this Agreement, assign officers to their shifts on a 4-2 schedule of eight (8) hours per day. The Chief may exempt certain positions from a straight 4-2 schedule if the assignment so requires. Presently the position of Court Officer(s), Boat Officer, Investigator(s) and School Resource Officer are so exempted. Should the Chief desire to exempt additional positions, the Town will bargain with the Union. Such bargaining will not be unreasonably denied nor unreasonably delayed.

ARTICLE XIV

VACATIONS

A permanent full-time employee who has completed six (6) months of service shall be granted two (2) weeks vacation with pay.

A permanent full-time employee who has completed three to nine (3-9) years of service shall be granted three (3) weeks vacation with pay.

A permanent full-time employee who has completed ten to fourteen (10-14) years of service shall be granted four (4) weeks vacation with pay.

A permanent full-time employee who has completed fifteen plus (15+) years of service shall be granted five (5) weeks vacation with pay.

Vacations each year shall be made available from July 1st each year to June 30th of the following year. A list for the purpose of selecting vacation shall be posted April 1st each year for the fiscal year beginning July 1st.

Employees may take one (1) week at a time if they so desire. A list shall be posted by April 1st each year for a two (2) week vacation period ending June 30th of the following year. The first vacation rotation must be completed by April 30th each year. Officers with additional vacation time shall sign the list after one complete rotation is effected on April 30th each year but not any later than May 31st of the same year, for the second rotation. Officers with yet still additional time must be completed by June 30th of that same year in accordance with seniority.

Vacations shall be selected by seniority with each person having a two (2) day limit in which to sign up; and this two (2) day period will be strictly adhered to. The only exception is if an officer is on his day or days off and when he returns from his day or days off the two (2) day limits shall prevail. If after three (3) days expire and the officer has not signed, the next senior man will sign the vacation list.

Employees cannot relinquish a vacation for which they have signed to any other employee.

Once a list has been completed, no changes will be made unless a new list is posted, with the agreement of Local 473 and the Chief of Police. In the case of emergencies, changes may be made without posting a new list by mutual agreement with the Chief.

For the purpose of this Article, a vacation week shall be defined as five (5) working days.

Officers may elect to use single shift vacation days if desired with a twenty-four (24) hour notice subject to the approval of the Chief of Police or designee. Officers may elect to carry over seven (7) vacation days from one fiscal year to the next with the approval of the Chief of Police or designee.

For the purpose of this Article, months/years of service shall be defined as continuous service from the date of appointment.

ARTICLE XV

PAYMENT OF WAGES ON FORTY HOURS BASIS

All wages and compensation under this Agreement shall be computed and paid on the basis of a forty (40) hour week.

The Town can require that all employee compensation be made through direct deposit. Additionally, the Town and MASSCOP Local 473 agree that if the Town pursues moving

to bi-weekly payroll negotiations will be reopened for this purpose and a consensus will not unreasonably be withheld or delayed.

ARTICLE XVI EDUCATION / INCENTIVE PAY

There is hereby established a career incentive pay program offering base salary increases to regular full time members of the police department, as an incentive for furthering their education in the field of police work.

Employees must have applied for and had their degrees certified by the Chief of Police by September 30 to be eligible for payment during the first pay in December of the following fiscal year. All degrees must be from an accredited college in a criminal justice or law enforcement program approved by the New England Association of Schools and Colleges (NEASC) or a NEASC – accredited law degree program or Board-approved law school, in the case of a law degree, the employee must have successfully attained his/her Juris Doctorate, and passed the Massachusetts Bar exam to be eligible for education incentive benefits under this article at the Master's Degree level. As of July 1, 2023, a member of the bargaining unit may receive the educational incentive pay at the rates specified herein for criminal justice or law enforcement degrees for any degree that the Chief of Police seems applicable to the qualifications for a Police Officer. This decision as to an applicable degree is at the sole discretion of the Chief of Police; and is to remain in effect for that bargaining member's degree henceforth for the remainder of their full-time employment as a Police Officer for the Town of Webster as governed by future bargaining agreements.

Payment shall be as follows:

Associate Degree in Approved Course of Study –	10% on base pay
Bachelor Degree in Approved Course of Study –	20% on base pay
Master Degree in Approved Course of Study –	25% on base pay

Nothing in the Article shall preclude the town from making claims for reimbursement pursuant to the provisions of M.G.L c.41, sec.108L.

No educational benefits (other than those provided in this section) in any form or manner whatsoever referenced by contract, town personnel policy, town meeting vote, past practice or otherwise, shall be applicable to employees covered by this agreement.

ARTICLE XVII EXTRA PAID DETAILS

The following provisions shall govern the assignments of extra paid details to police officers where the detail is to be paid for by another Town Department, by a governmental body or by an outside individual group, corporation or organization.

Section 1. Such assignments shall be made by the Chief of Police or his representative by use of a roster list. The Chief of Police shall maintain a record of all such assignments, which may be examined at the convenience of the Chief by a representative of Local 473. An employee shall not be eligible to work a detail that extends into his regularly scheduled shift.

Section 2. Such assignments shall not be made to reserve officers unless no regular officer is available. Such assignments shall not be made to auxiliary policemen, special policemen, constable or other persons unless no regular intermittent officers are available.

Section 3. Extra-paid details will be posted and given out utilizing Detail Tracking Software (DTS). Officers will be provided the opportunity to bid on all available details that are displayed within DTS with a posted bid beginning and end time. Those who wish to work a posted detail must bid on the assignment. Preference will be given to those full-time officers on a day off (Tier 0), then by number of detail hours worked prior to the scheduled detail (lowest amount of hours given preference), with the tie-breaker being seniority. If no day off (Tier 0) officers bid or are eligible, preference will be given to those full-time officers on a day on (Tier 1) who have bid on a particular detail. The lowest amount of detail hours worked prior to the scheduled detail for Tier 1 officers will be given preference, with seniority being the tie-breaker. If no Tier 0 or Tier 1 officers bid or are eligible, those Reserve Officers (Tier 3) who have bid on a particular detail will have preference.

Section 4. All officers detail hours accumulated will be reset to zero (0) at the beginning of each shift bid.

Section 5. Rates of Extra Paid Details

- A. For officers covered by the terms of this Agreement, paid details for non-municipal work will be paid at the Overtime rate of a Step 9 Patrolmen with a Masters/JD educational rate at a minimum of four (4) hours pay.
- B. Details under this Article shall be assigned at the earliest convenient date.
- C. All paid details shall be a minimum of four (4) hours. All paid details will classified as either Tier 1 – four (4) hour assignment or Tier 2 – eight (8) hour assignment. All vendors will choose Tier 1 or Tier 2 when requesting a detail.
- D. Any Tier 1 detail assignment that goes over the Tier 1 four (4) hour block becomes a new emergency Tier 1 detail (rate as governed below) to be placed out to bid on DTS, with first right of refusal being given to the Officer currently assigned to the detail.
- E. Any Tier 2 detail assignment that goes over the Tier 2 eight (8) hour block will be paid on an hour-for-hour basis at one and a half (1.5) times the current detail rate.

- F. Paid Details – The Town agrees that police officers will be paid for extra details no later than two (2) pay periods subsequent to working such details, subject to the Town Meeting's appropriating a sum of money for the purposes of such a revolving extra paid detail account pursuant to Chapter 44, Section 53 c. of the Massachusetts General Laws.
- G. For officers covered by the terms of this Agreement, paid details for municipal work will be paid at the rates listed in Section A above at a minimum of four (4) hours pay, and after 4 hours working the detail the officer will be paid hour for hour. For purposes of this Section, municipal work shall be defined as details requested by a Town or School department and funded with monies on deposit with the Town Treasurer and accounted for by the Town Accountant. In the event an officer's regular overtime rate is in excess of standing detail rate, the officer shall be paid their applicable overtime rate while working a paid detail for municipal work.
- H. The detail rate for Sundays, holidays and any detail requested less than sixty (60) minutes prior to the scheduled start time (emergency detail) will be one and a half times (1.5) the current detail rate. This will not apply to details in which alcoholic beverages are being served for on-site consumption.
- I. The detail rate for any detail in which alcoholic beverages are being served for on-site consumption will be one and a half times (1.5) the Overtime rate of a Step 9 Patrolmen with a Masters/JD educational rate.

Section 6. Employees who work an extra paid detail shall be prohibited from utilizing sick leave for a contiguous, regularly scheduled shift unless the employee has become ill during the extra paid detail in which event the employee shall forfeit the time and one half (1 ½) compensation for said extra paid detail and be paid at his regular rate of pay.

Section 7. The Chief of Police shall, at his sole discretion, determine the appropriate staffing levels of police officers to perform traffic direction in the Town to ensure public safety. The Chief of Police has the discretion to determine the presence and number of sworn police officers in all instances where there is a street opening or any work to be done on a public way. The Chief of Police has the discretion to determine that police officers are not required to perform traffic direction at a street opening. The parties acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officer assigned in any instance necessary to maintain public safety.

ARTICLE XVIII **OVERTIME AND CALL-IN PAY**

An officer shall be paid time and one-half (1 ½) his hourly rate for hours worked at the direction of the Police Chief beyond the officer's regular shift. In the event the Police Chief elects to fill a shift vacancy, employees covered by this Agreement will have the right of first refusal to fill such vacancy except for walking beats.

The assigning of available overtime shifts will be will be posted and given out utilizing Detail Tracking Software (DTS). Officers will be provided the opportunity to bid on all available overtime shifts that are displayed within DTS with a posted bid beginning and end time. Those who wish to work a posted overtime shift must bid on the assignment. Preference will be given to those full-time officers on a day off (Tier 0), then by number of overtime hours worked prior to the scheduled overtime shift (lowest amount of hours given preference), with the tie-breaker being seniority. If no day off (Tier 0) officers bid or are eligible, preference will be given to those full-time officers on a day on (Tier 1) who have bid on a particular overtime shift. The lowest amount of overtime hours worked prior to the scheduled overtime shift for Tier 1 officers will be given preference, with seniority being the tie-breaker.

All officers accumulated overtime hours will reset to zero (0) at the beginning of each shift bid.

If an officer is recalled to work at a time other than during his/her regular shift, the officer shall be paid for at least three (3) hours at time and one half (1 ½) his/her regular hourly rate. The recall minimum shall not apply when recall is less than three (3) hours prior to an officer's regular shift, the officer shall be paid at time and one half (1 ½) for all hours worked until the beginning of the regular shift and be paid at his/her regular hourly rate thereafter.

For being placed in a weekly "On Call/Standby" status by the Police Department, a Sergeant, Lieutenant or Detective shall receive 6 hours of compensatory time off for being on call for the week.

ARTICLE XIX COURT TIME

Section 1. Any employee who is required to attend as a witness for the Commonwealth in a criminal case, which attendance is at a time when he is not scheduled to work shall be paid time and one half (1 ½) for all the time spent in court, with a three (3) hour minimum.

No officer shall make a court appearance to be paid in accordance with the terms of this Agreement without the prior approval of the Chief of Police.

Section 2. It is agreed that it is the policy of the Town of Webster that officers who are required to appear in court to give testimony in a civil case shall be compensated, therefore, at the same rate as in a criminal case. The party at whose request the officer appears shall pay for his appearance, provided, however that an officer shall not be

entitled to compensation from a private party for hours when he is on regular duty for the Town of Webster. This paragraph shall not apply to civil cases in which the officer is involved which is unrelated to his official duties.

Section 3. Any officer required to testify in any court for any police department other than the Town of Webster, shall be paid in accordance with the above paragraphs, by the Town the officer testifies for.

ARTICLE XX **UNIFORM ALLOWANCE**

The Uniforms and Equipment allowance will be as follows:

- FY2024: \$1,550
- FY2025: \$1,600
- FY2026: \$1,650

Lump sum taxable payments will be made to each officer eligible for such payment by the first pay period in October of the applicable fiscal year. This payment will be taxable. Any new recruit or lateral Officer hired on or before September 15 of any fiscal year will receive full annual clothing allowance upon date of hire.

- A. Uniform Code – All uniforms and equipment will be of a type approved by the Chief of Police. A Uniform Code will be established by the Chief of Police and only that approved clothing may be purchased with the Uniform Clothing Allowance. This Uniform Code will be posted within thirty (30) days of contact signing specifying uniforms and equipment for all officers. If variations in uniforms are observed, the Chief reserves the right to specify type of clothing and vendors.
- B. The Uniform of the Day will be established by the Chief of Police or his delegate and any changes will be posted on the designated bulletin board. In any event, officers shall be required to wear protective vests at all times while on duty for a regularly scheduled shift, and shall use a Town issued weapon.
- C. Inspection prior to work shift will be made by the Ranking Officer of each shift.
- D. Effective July 1, 2019 lateral transfer officers will receive that year's lump sum Uniform and Equipment allowance upon their date of hire. The lateral transfer officers will also be entitled to receive the full payment of the current fiscal year's Uniform and Equipment Allowance as outlined in Article XIX (Uniform Allowance).

ARTICLE XXI **WAGES**

Wages shall be paid according to the wage scale included as Attachment A which includes the following:

Effective July 1, 2023 –	2% increase in base pay
Effective July 1, 2024 –	2% increase in base pay

Effective July 1, 2025 – 2% increase in base pay

Additionally, employees governed by this Agreement agrees to the implementation of body cameras as determined and directed by the Chief of Police without any further collective or impact bargaining. In consideration, the Union will be further compensated accordingly:

Effective July 1, 2023 –	Additional 1% increase in base pay
Effective July 1, 2024 –	Additional 1% increase in base pay
Effective July 1, 2025 –	Additional 1% increase in base pay

Section 1. The salary for full time employees hired, reinstated or reemployed shall be Step 1 for the job group on his/her position once their applicable probationary period has been completed.

Section 2. Under the terms of this Agreement, an employee hired, reinstated or reemployed - shall advance to the next higher salary step in his/her job group until the maximum salary is reached, unless he/she shall be denied such step rate by the appointing authority. An employee shall progress from a probationary step to the next step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.

Section 3. Salary rates of full time employees are set forth in Appendix "A" of this Agreement which is attached hereto and are hereby made a part of this Agreement. The salary rate set forth in Appendix A shall remain in effect during the term of this Agreement. Any subsequent salary rates which may be negotiated between the parties shall be reflected with additional appendices to be attached hereto and made a part of this Agreement.

Section 4. Effective July 1, 2019, employees in full time positions shall receive salaries at the rates set forth in the salary step scale enclosed herewith as Appendix A in the following manner:

- (a) Step 1: Hired after July 1, 2019
- (b) Step 2: Not Applicable See agreement regarding to Cedeno
- (c) Step 3: Hired after July 1, 2018, but before July 1, 2019
- (d) Step 4: Hired after July 1, 2017, but before July 1, 2018
- (e) Step 5: Hired after July 1, 2016, but before July 1, 2017
- (f) Step 6: Hired after July 1, 2015, but before July 1, 2016
- (g) Step 7: Hired after July 1, 2014, but before July 1, 2015
- (h) Step 8: Hired before July 1, 2012

Effective July 1, 2020 Steps 9 and 10 will be added to the wage schedule. Step 10 will be reached upon 20 years of service with the Department or through employment as an Officer within the Commonwealth in which the employee possessed the powers and

duties of a Police Officer as defined by Massachusetts General Law (M.G.L.) Chapter 41, Section 98.

Section 5. All employees in full time positions, shall advance to the next higher salary step in his or her job title on July 1st of each subsequent year of the contract with the exception of step 10 which will be effective July 1, of the fiscal year in which an employee reaches 20 years of service with the Department.

Section 6. Shift Differential –The following additional amounts shall be paid to officers who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift. Only those officers who are assigned to the 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. shifts upon each shift bid will receive shift differential. Swaps, fill-in re-assignments and overtime assignments to either of these shifts will not receive shift differential:

<u>3 PM to 11PM</u>	<u>11PM to 7AM</u>
1.00 per hour	2.00 per hour

Section 7. Longevity Pay –Longevity payments shall be provided to employees covered by this contract as set forth below:

• 5–10 years	\$500.00 per year
• 11–15 years	\$1,000 per year
• 16–20 years	\$1,500.00 per year
• 21+ years	\$2,000.00 per year

Longevity payments shall be made in an annual lump-sum payment made by the Town in the first pay period of December. This payment will reflect the time the employee has worked for the Town of Webster effective December 1st of that year.

Section 8. The salary rates in Appendix A is based upon the following differentials:

- Detective: 5% above Patrolman at the equivalent step and educational level.
- Sergeant: Beginning July 1, 2023, steps 1-5 will be eliminated on the Sergeants pay scale. All Sergeants currently at step 1-5 shall begin on what is now the current Step 6 in accordance with the bargaining unit's proposed wage scale to be considered new Step 1. There will be 4 total steps for Sergeants with Step 4 being a new "top/20 year" step. Sergeants currently at "top/20 year" step will move to the new "top/20 year step". The new Step 1 is 11% above Step 10 Patrolman at equivalent educational level; Step 2 is 13%, Step 3 is 15% and Step 4 is 17% above Step 10 Patrolman at the equivalent educational level, respectively.
- Detective Sergeant: 5% above Sergeant at the equivalent step and educational level.
- Lieutenant: 15% above Sergeant at the equivalent step and educational level.

Section 9. Officer-in-Charge Pay—The Department shall pay the patrol officer-in-charge, who shall be designated by the Chief or the Chiefs designee, at the first step

sergeant's pay rate with comparable education incentive for the duration of the shift or portion thereof. Additionally, Field Training Officers will be paid at the Officer-in-Charge rate when acting in the capacity of a Field Training Officer.

ARTICLE XXII WORK WEEK

Employees shall be restricted to working no more than seventy-eight (78) hours per week. Additionally, employees may not work more than sixteen (16) hours in any twenty-four (24) hour period. Said limits may be waived in an emergency and at the discretion of the Chief or his/her designee.

ARTICLE XXIII PERSONAL DAY

All employees covered by this Agreement, shall be entitled to four (4) personal days a year. Personal days can be used any time during the year. A request will be made by an employee to the Chief and answered within forty-eight (48) hours. The personal day cannot be used to extend vacations or holiday leave.

The parties agree that officers who do not qualify for payments under M.G.L. Chapter 41, sec. 108L shall receive an additional two (2) personal days to be used before June 30, 2012. This provision shall expire on June 30, 2012.

ARTICLE XXIV HOLIDAYS

Holidays which are recognized and observed as paid holidays for employees are:

- New Years Day
- Martin Luther King Jr. Day
- Washington's Birthday
- Good Friday
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

And any other day declared a holiday by Federal or State Government and required to be observed by Municipal Government.

All police officers will be paid for thirteen (13) holidays as provided by statute as the officer's regular day's pay.

Effective July 1, 2020, the days before Christmas, Thanksgiving and New Year's Day will be considered half holidays and will receive four (4) hours holiday pay on each of those days bringing the total number of holidays to fourteen and one-half (14.5).

Officers will be allowed to take Holidays as 8 hours of compensatory time, in lieu of Holiday Pay. The use of this time will be subject to past practice, and the guidelines outlined in Article XXXI.

Whenever an officer works their regular shift that falls on Thanksgiving, Christmas, New Year's Eve., or July 4th, (i.e. Super Holidays) they shall be paid, in addition to Holiday pay, their overtime rate for working their regular shift on that holiday; provided, however, that in order to be eligible to receive their overtime rate, they must work their last scheduled shift before, and after the first scheduled shift following the holiday. An officer will not be eligible for the overtime rate if they utilized sick leave on either occasion. Scheduled vacation, personal, and/or comp time (with at least 24 hr prior approval) leave shall not be considered for purposes of this Section. New Year's Eve shall be defined as the overnight (3rd) shift from 11 pm on December 31st to 7am on January 1st.

In the event an officer works a swap on a "Super" holiday where an officer not scheduled works for an officer that is scheduled, the officer that is scheduled, shall receive straight time. The officer that is working the "Super" Holiday via swap, shall receive a stipend that is equal to half of that officer's hourly rate, times the number of hours worked.

ARTICLE XXV SICK LEAVE

Section 1. Any permanent or full-time employee shall accrue sick leave at the rate of one and one-half (1 ½) days of sick leave for every month of service beginning on July 1, 1981. Employees entitled to use sick leave shall be required to provide at least three (3) hours advance notification of his/her absence from a scheduled shift, to his/her supervisor or the Chief of Police. Failure to provide the three (3) hours advance notification shall not be denial for sick leave; but the Chief shall be allowed to fill such vacancy with the use of sub-patrolmen.

Any permanent and/or full-time employee shall accumulate sick leave at the rate of one and one half (1 ½) days per month to a maximum of one hundred fifty (150) days. Any employee upon retirement whether voluntary or involuntary, layoff, or death, shall receive payment for unused sick leave at his/her regular hourly rate of pay not to exceed one hundred twenty (120) days. The beneficiary of an employee who dies while employed by the Town shall be entitled to receive payment on the same basis as an employee who has retired. In order to be eligible for sick leave buyback an employee must have fifteen (15) years of service, except in the case of a death or accidental disability retirement in which case an employee or beneficiary shall be entitled to buy back without regard to years of service."

Any full-time or permanent employee who uses three (3) or more consecutive sick days and/or more than five (5) cumulative sick days in a fiscal year shall, at the Chiefs request, submit a medical certificate. The Town shall notify the employee in advance if it is going to require the employee to submit a medical certificate in accordance with this provision.

Employees may use up to twenty-four (24) sick leave hours each contract year to care for a member of their immediate household. At the discretion of the Chief, additional hours may be granted to care for a sick member of an employee's immediate household. The employee shall provide documentation (i.e. a physician's or nurse's note) for the third occasion. Family sick leave shall not be subject to the provisions set forth in the preceding paragraph.

The failure of an employee to provide a medical certificate pursuant to any provisions of this Article shall result in the employee not being paid for said sick leave absence or occurrence. Further, the employee may be subject to additional disciplinary action.

The failure of the Town to request a medical certificate pursuant to any provision of this Article shall not constitute a waiver by the Town of this provision.

The Town may refuse to pay sick leave benefits if investigation shows falsification of any claim for sick leave benefits. In addition, said employee may be subject to additional disciplinary action by the Town.

Section 2. Sick Leave Bank

Employees shall be eligible to participate in the Town Employee's Sick Leave Bank as specified in the Town's Personnel Policies. The initial "buy in" will be the rollover of the existing Sick Bank of the Webster Police Department, to the Town of Webster Employee Sick Bank.

Section 3. Sick Leave Incentive

Any permanent employee who has reached 120 days (960 hours) accumulated unused sick leave shall be eligible to receive payment in accordance with the schedule below. Days (hours) paid shall be deducted from the employee's yearly accumulation.

- 5 days (40 hours) or less sick days (hours) used per contract year - payment for 5 working days (40 hours)
- 6 days (48 hours) or less sick days (hours) used per contract year - payment for 4 working days (32 hours)

Payments shall be made by July 31st of each contract year following the year the days are earned at the rate the days were earned.

ARTICLE XXVI

INJURED ON DUTY – LIGHT DUTY

A police officer who has been incapacitated for duty because of injury sustained in the performance of his duty without fault of his own shall be entitled to a leave without loss of pay in accordance with M.G.L. c. 41, section 111F.

An officer receiving benefits under M.G.L. c. 41, section 111F shall be required to perform limited police duties (light duty) in accordance with the provisions hereof, if the Town's designated physician determines that the officer is capable of performing such light duty on either a full-time or less than full-time basis, and the Chief of Police determines in his sole discretion that such limited police duty is available and assigns the officer to perform such duty. The light duty tasks which an officer may be required to perform shall be limited to training, but may also include such other duties as may be agreed upon by the Chief, Union and employee, on a case-by-case, non-precedent setting basis.

If the Town's designated physician and the officer's attending physician are unable to agree concerning the officer's ability to perform light duty, the two physicians shall select a third impartial physician, in the relevant specialty area to examine the officer and render an opinion. The determination of the third examining physician shall be binding on all parties. The cost of this examination shall be borne by the Town. If it is not indicated, the officer shall continue to be carried on injured on duty status. This procedure for examination by a third impartial physician shall not apply in the event that the physician designated by the Town is on the list of pre-approved physicians which is attached and made a part hereof.

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

If an officer is assigned to light duty, he shall be assigned to his regular shift for such light duty, provided, however, that said officer's shift schedule may be changed temporarily in order for the officer to be assigned to training sessions.

An officer who works less than a full week on light duty shall be considered to be on injured on duty status for the lost time and shall be paid therefore in accordance with M.G.L. c.41, section 111F. An officer who is on injured on duty leave shall not be entitled to overtime pay for time spent during medical examinations or court time unless such time is in excess of eight (8) hours per day.

An officer on injured on duty status or light duty status shall not engage in any activity detrimental to his recovery. A refusal to work assigned light duty or refusal to be examined by the Town's designated physician shall result in the immediate termination of benefits under M.G.L. c. 41, section 111F and shall also subject the officer to disciplinary action.

Once an application for disability retirement is made by or on behalf of an officer, the officer shall return to leave without loss of pay status under M.G.L. c. 41, section 111F or sick leave, whichever is appropriate.

After thirty (30) days on an injured on duty status, an employee will no longer accrue additional sick days.

ARTICLE XXVII PHYSICAL FITNESS

The Chief may establish standards of physical fitness and health standards for the Department. It is hereby agreed that prior to establishing such physical fitness and health standards, the Chief of Police will consult with the Union and will post written notices regarding these standards, which must be reasonable.

ARTICLE XXVIII FIREARMS PROFICIENCY

The Chief may establish firearms proficiency/marksmanship standards for the Department. It is hereby agreed that prior to establishing such firearms proficiency/marksmanship standard, the Chief of Police will consult with the Union and will post written notices regarding these standards which standards must be reasonable. An officer who fails to qualify in the use of firearms shall take an unpaid leave of absence until such time as he or she is able to qualify.

ARTICLE XXIX LOST/DAMAGED EQUIPMENT

Employees shall be financially responsible to the Town for the Fair market value of departmental equipment or property that is lost or damaged as a result of the Employee's negligence or misconduct, except to the extent that there is insurance available to pay for such lost or damaged equipment or property. This article shall not apply to cruisers.

ARTICLE XXX DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026 and from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. Written notification shall be sent to the President of Local 437.

Where no cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2022, or of any subsequent contract year, advising that such parties desire to revise to change

terms or conditions of such Agreement. This Agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.

ARTICLE XXXI SAVINGS CLAUSE

If any provisions of this agreement, or the application of such provision, should be rendered to be declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE XXXII COMPENSATORY TIME OFF

1. An officer may accrue up to a limit of ninety (90) hours of compensatory time in lieu of overtime and at the officer's request. Compensatory time will be calculated as one and one half (1 ½) hours of compensatory time to each hour of overtime an officer works. An officer may accrue more compensatory time and exceed the limit of ninety (90) hours with the permission of the Chief of Police and/or his designee.
2. No officer may take more than five (5) consecutive compensatory days off in a row, unless under special circumstances, this provision is waived at the discretion of the Chief of Police or his designee. For example, an officer may use more compensatory time if it is related to the Family Medical Leave Act or is being used instead of sick time for an illness or injury.
3. Sub patrolmen can be used to fill in for officers who are at specialized training, or attending schools or are using compensatory time.
4. Compensatory time shall be granted and will not be unreasonably denied to officers who have accumulated such time, provided that there remains at least two full time officers on the shift. This provision may be waived at the discretion of the Chief of Police or his designee.
5. In the event an officer calls in sick and one or more officers are on compensatory time, the town will agree to fill vacancy with an officer on overtime.
6. Compensatory time can be carried over from one fiscal year to the next or from one (1) calendar year to the next calendar year.
7. Except as provided above, compensatory time shall be accumulated, granted, and utilized in accordance with the Collective Bargaining Agreement, Fair Labor Standards Act and applicable state and federal law.

ARTICLE XXXIII HIRING OF NEW PERSONNEL

At the time a vacancy exists, the Chief shall advertise such vacancy to the public, circulating it to the public in local media, both print and social, and any other means that may be available at the time of the vacancy. This notice will be posted for at least thirty (30) days.

Once a prospective pool of applicants has been comprised, The Chief of Police, Deputy Chief of Police, and Lieutenant shall hold an informational meeting where the applicants will be provided an application, list of job requirements, explanations of salary and benefits, and any other material deemed necessary at the time of the vacancy. Individuals may be charged a non-refundable application fee to be determined by the Chief of Police, should they decide to participate in the process.

Prospective Applicants will be required to take and pass with a minimum score of 70%, a written test administered by an outside vendor. Applicants will be responsible for the cost of this examination.

Applicants that pass the examination, will be required to take and pass a physical fitness examination, which will mirror the current requirements of the Municipal Police Training Committee entrance standards to the Full Time, Recruit Academy.

A minimum passing score will qualify the individual to turn in their application, and thus have an extensive background investigation done on them, by Detectives from the Webster Police Department.

Upon the satisfactory completion of a background investigation, the candidates will be invited to sit for an oral interview in front of the Selection Board. The Board will consist of the Chief, Deputy Chief, and Lieutenant. At least Three Patrol Sergeants and any interested Senior Patrol Officers will also be selected by the Chief or his designee.

Upon the conclusion of all interviews, the Selection Board will score all of the candidates, based on all phases of the hiring process, and formulate a list to be forwarded to the Chief of Police, for his presentation to the appointing authority.

This list shall be valid for two years. Any vacancies occurring after this time period shall require a new list.

The Town will continue to maintain an atmosphere which encourages any individuals to apply for employment regardless of sex, race, religion, or sexual orientation.

ARTICLE XXXIV

RESIDENCY PROVISION

Effective July 1, 2023, a member of this bargaining agreement may reside outside of Webster so long as their residence is within fifteen (15) miles of the limits of the Town.

A member of this bargaining agreement may reside beyond fifteen (15) miles, but up to twenty (20) miles outside of Webster with the approval of the Chief of Police. The distance shall be measured from the closest border limits of Webster to the closest border limits of the city or town in which the member resides.

ARTICLE XXXV

PROMOTIONS

The following procedures will be utilized to select candidates for promotion to the rank of Sergeant and/or Lieutenant, when those vacancies arise.

Promotions to the rank of Sergeant and Lieutenant will be processed under the direction and control of the Chief of Police.

When a vacancy in one of those ranks arises, and the Town desires to fill the vacancy, the Town shall fill the vacancy through the process outlined in the following sections.

The Chief's duties in this process, include but are not limited to, the following:

1. Posting a written announcement of any scheduled promotional opportunities.
2. Assisting in the vendor solicitation process, and/or the process of selecting a vendor.
3. Coordinating with any vendors that have contracted to participate in the process.
4. Protecting the integrity of the process by ensuring all promotional materials, documents, scores, and completed evaluations remain confidential and secure.

The Chief will advise all eligible candidates of an upcoming promotional process not less than ninety (90) days in advance of the date of the assessment center. These notices will be:

1. Posted on the MASSCOP 473 Bulletin Board and other conspicuous locations in the station.
2. Sent via Webster Police Department Email.

Interested Candidates will submit a letter of interest by a known prescribed date, as set forth in the notice, to be eligible to participate in the process. Failing to do so will preclude a candidate from being eligible to take part in the process, and thus be ineligible for promotion.

For an Officer to be eligible to participate in the process of promotion to the Rank of Sergeant, they must be a Full Time Officer in the Webster Police Department for Three (3) years. For the purpose of this section, the term of three years shall commence upon the officer finishing his Field Training.

For a Sergeant to be eligible to be promoted to the rank of Lieutenant, he must have served at the rank of Sergeant for One (1) year with the Webster Police Department.

ARTICLE XXXVI **MISCELLANEOUS PROVISIONS**

Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders, and vice versa, and as the Agreement shall require.

All changes listed above shall become effective upon any applicable town meeting vote to fund this agreement unless otherwise stated. All other provisions of the present agreement shall remain in full force and effect for the term of this agreement. This agreement has been ratified by both sides and is subject to any required funding by Town Meeting.

In the event that an issue arises that is not covered under this collective bargaining agreement, the issue shall be governed by the Town of Webster personnel policies.

When an officer has decided to leave whether resign, or retire, that officer must work his/her last day of employment. Additionally, any and all accrued benefits at the time of separation will be prorated based upon the fiscal year.

ARTICLE XXXVII **PERFORMANCE EVALUATION**

Employee performance assessments are a standard used to measure and record the capabilities of department members. By evaluating personnel comparatively, the department's administration acquires an accurate and unbiased source of every member's proficiency and which is used to maintain high standards of performance.

By providing feedback to all employees on their level of performance, members know that the department recognizes good or outstanding performance, a member can work to improve deficient performance and all employees know that documentation of actual performance will occur.

The purpose of annual performance evaluations is to provide input to individuals for their professional development. To this end performance evaluations will not be used for promotions or pay increases within the union or discipline.

The Webster Police Department employee performance assessment is designed to:

- a. Clarify performance expectations and provide guidance concerning duties and responsibilities;

- b. Set individual employee standards of performance;
- c. Establish a means of measuring the extent to which these standards have been attained;
- d. Identify individual employee career development needs and assist in the formulation and achievement of career goals and objectives; and
- e. Identify training needs.

Performing assessments will be based only on performance observed or identified during the period of assessment.

The performance of all employees will be evaluated annually on the anniversary date of the member's employment.

The performance of probationary employees will be evaluated quarterly during their probation period.

The Chief or the employee's immediate supervisor shall evaluate employees.

The Chief or the employee's immediate supervisor shall utilize established job descriptions and classifications, applicable Rules and Regulations and Policy and Procedures and other directives to discuss job expectations with the employee. They will ensure that each employee being evaluated is aware of his/her required duties, the standards of quality or productivity that he/she is expected to meet, and criteria for which he/she will be evaluated.

The Chief or the employee's immediate supervisor shall discuss with the member prior to each evaluation the performance evaluation standards and guidelines and provide the member with notice which will include the dates of the evaluation period.

The Chief or the employee's immediate supervisor shall submit explanatory comments whenever performance ratings are unsatisfactory or outstanding.

The evaluated member shall be permitted to make written comments regarding the evaluation. The comments are to be submitted by the member no later than seven (7) calendar days after receipt of the performance evaluation in hand from the Chief or the employee's immediate supervisor.

Employees being evaluated shall execute their signature on the performance evaluation indicating that they have read their evaluation. A copy of the evaluation will be provided to the member.

Members who are dissatisfied or disagree with their evaluation may seek review of their evaluation. The protesting employee will indicate that they wish to appeal the evaluation to the Chief or the employee's immediate supervisor.

All employees evaluated shall retain contractual rights to file a grievance after

completion of the performance evaluation process, including grievance appeals under G.L. c.31, §6 or through the contractual grievance procedure.

The Webster Police Department shall maintain completed performance evaluation documents and forms permanently.

Article XXXVIII
Physical Fitness Stipend

Each October and May members shall be paid \$500.00 respectively for voluntary compliance with physical fitness standards as determined by the Chief of Police. Standards will be similar to MPTC Recruit Officer requirements. Participation in the physical fitness stipend event(s) will be voluntary, and members will not be paid or otherwise compensated for their time in completing the events.

MASSCOP Police

JULY 1, 2022 TO JUNE 30, 2023		FY23	FY23									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	20 Years
Probation		\$28.7000										
Probation / Associates		\$31.5700										
Probation / Bachelors		\$34.4400										
Probation / Masters or JD		\$35.8750										
Patrolman		\$29.2740	\$29.8583	\$30.4528	\$31.0883	\$31.7135	\$32.3593	\$33.0255	\$33.6815	\$34.3580	\$35.0448	
Patrolman / Associates		\$32.2055	\$32.8410	\$33.4970	\$34.1940	\$34.8808	\$35.5880	\$36.3158	\$37.0435	\$37.7815	\$38.5400	
Patrolman / Bachelors		\$35.1268	\$35.8340	\$36.5515	\$37.3100	\$38.0583	\$38.8270	\$39.6265	\$40.4158	\$41.2255	\$42.0558	
Patrolman / Masters or JD		\$36.5925	\$37.3203	\$38.0685	\$38.8578	\$39.6470	\$40.4363	\$41.2768	\$42.1070	\$42.9475	\$43.8085	
Detective		\$30.7398	\$31.3548	\$31.9800	\$32.6463	\$33.3023	\$33.9788	\$34.6758	\$35.3728	\$36.0800	\$36.7975	
Detective / Associates		\$33.8148	\$34.4913	\$35.1780	\$35.9058	\$36.6335	\$37.3715	\$38.1403	\$38.8988	\$39.6778	\$40.4670	
Detective / Bachelors		\$36.8795	\$37.6175	\$38.3760	\$39.1653	\$39.9648	\$40.7643	\$41.6048	\$42.4350	\$43.2858	\$44.1468	
Detective / Masters or JD		\$38.4170	\$39.1858	\$39.9750	\$40.7950	\$41.6253	\$42.4658	\$43.3473	\$44.2083	\$45.1000	\$46.0020	
												20 Years
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	20 Years
Sergeant		\$35.6290	\$36.3773	\$37.1153	\$37.8635	\$38.6323	\$39.4113	\$40.2005	\$41.0000			
Sergeant / Associates		\$39.2063	\$40.0058	\$40.8258	\$41.6458	\$42.4965	\$43.3473	\$44.2185	\$45.1000			
Sergeant / Bachelors		\$42.7630	\$43.6548	\$44.5260	\$45.4383	\$46.3608	\$47.2833	\$48.2263	\$49.2000			
Sergeant / Masters or JD		\$44.5465	\$45.4690	\$46.3813	\$47.3243	\$48.2980	\$49.2615	\$50.2455	\$51.2500			
Detective Sergeant		\$37.4125	\$38.1915	\$38.9603	\$39.7598	\$40.5695	\$41.3793	\$42.2095	\$43.0500			
Detective Sergeant / Associates		\$41.1640	\$42.0045	\$42.8553	\$43.7265	\$44.6285	\$45.5203	\$46.4325	\$47.3653			
Detective Sergeant / Bachelors		\$44.9053	\$45.8278	\$46.7605	\$47.6933	\$48.6773	\$49.6510	\$50.6453	\$51.6498			
Detective Sergeant / Masters or JD		\$46.7708	\$47.7445	\$48.7080	\$49.6818	\$50.7068	\$51.7215	\$52.7568	\$53.8125			
Lieutenant										\$46.2275	\$47.1500	
Lieutenant / Associates										\$50.8503	\$51.8650	
Lieutenant / Bachelors										\$55.4730	\$56.5800	
Lieutenant / Masters or JD										\$57.7793	\$58.9375	

MASSCOP Police

JULY 1, 2023 TO JUNE 30, 2024		FY24										
Base wage increase	2.00%											20 Years
Body cameras compensation	1.00%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Probation		\$29.56										
Probation / Associates		\$32.52										
Probation / Bachelors		\$35.47										
Probation / Masters or JD		\$36.95										
Patrolman		\$30.15	\$30.75	\$31.37	\$32.02	\$32.66	\$33.33	\$34.02	\$34.69	\$35.39	\$36.10	
Patrolman / Associates		\$33.17	\$33.83	\$34.50	\$35.22	\$35.93	\$36.66	\$37.41	\$38.15	\$38.91	\$39.70	
Patrolman / Bachelors		\$36.18	\$36.91	\$37.65	\$38.43	\$39.20	\$39.99	\$40.82	\$41.63	\$42.46	\$43.32	
Patrolman / Masters or JD		\$37.69	\$38.44	\$39.21	\$40.02	\$40.84	\$41.65	\$42.52	\$43.37	\$44.24	\$45.12	
Detective		\$31.66	\$32.30	\$32.94	\$33.63	\$34.30	\$35.00	\$35.72	\$36.43	\$37.16	\$37.90	
Detective / Associates		\$34.83	\$35.53	\$36.23	\$36.98	\$37.73	\$38.49	\$39.28	\$40.07	\$40.87	\$41.68	
Detective / Bachelors		\$37.99	\$38.75	\$39.53	\$40.34	\$41.16	\$41.99	\$42.85	\$43.71	\$44.58	\$45.47	
Detective / Masters or JD		\$39.57	\$40.36	\$41.17	\$42.02	\$42.87	\$43.74	\$44.65	\$45.53	\$46.45	\$47.38	
												20 Years
Expired Steps as of 6/30/23				STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Steps as of 7/1/23								STEP 1	STEP 2	STEP 3	STEP 4	
Sergeant								\$40.07	\$40.79	\$41.52	\$42.24	
Sergeant / Associates								\$44.07	\$44.86	\$45.66	\$46.45	
Sergeant / Bachelors								\$48.09	\$48.95	\$49.82	\$50.68	
Sergeant / Masters or JD								\$50.08	\$50.99	\$51.89	\$52.79	
Detective Sergeant								\$42.07	\$42.83	\$43.60	\$44.35	
Detective Sergeant / Associates								\$46.27	\$47.10	\$47.94	\$48.77	
Detective Sergeant / Bachelors								\$50.49	\$51.40	\$52.31	\$53.21	
Detective Sergeant / Masters or JD								\$52.58	\$53.54	\$54.48	\$55.43	
Lieutenant								\$46.08	\$46.91	\$47.75	\$48.58	
Lieutenant / Associates								\$50.68	\$51.59	\$52.51	\$53.42	
Lieutenant / Bachelors								\$55.30	\$56.29	\$57.29	\$58.28	
Lieutenant / Masters or JD								\$57.59	\$58.64	\$59.67	\$60.71	

MASSCOP Police

JULY 1, 2024 TO JUNE 30, 2025		FY25										
Base wage increase	2.00%											20 Years
Body cameras compensation	1.00%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Probation		\$30.45										
Probation / Associates		\$33.50										
Probation / Bachelors		\$36.53										
Probation / Masters or JD		\$38.06										
Patrolman		\$31.05	\$31.67	\$32.31	\$32.98	\$33.64	\$34.33	\$35.04	\$35.73	\$36.45	\$37.18	
Patrolman / Associates		\$34.17	\$34.84	\$35.54	\$36.28	\$37.01	\$37.76	\$38.53	\$39.29	\$40.08	\$40.89	
Patrolman / Bachelors		\$37.27	\$38.02	\$38.78	\$39.58	\$40.38	\$41.19	\$42.04	\$42.88	\$43.73	\$44.62	
Patrolman / Masters or JD		\$38.82	\$39.59	\$40.39	\$41.22	\$42.07	\$42.90	\$43.80	\$44.67	\$45.57	\$46.47	
Detective		\$32.61	\$33.27	\$33.93	\$34.64	\$35.33	\$36.05	\$36.79	\$37.52	\$38.27	\$39.04	
Detective / Associates		\$35.87	\$36.60	\$37.32	\$38.09	\$38.86	\$39.64	\$40.46	\$41.27	\$42.10	\$42.93	
Detective / Bachelors		\$39.13	\$39.91	\$40.72	\$41.55	\$42.39	\$43.25	\$44.14	\$45.02	\$45.92	\$46.83	
Detective / Masters or JD		\$40.76	\$41.57	\$42.41	\$43.28	\$44.16	\$45.05	\$45.99	\$46.90	\$47.84	\$48.80	
												20 Years
									STEP 1	STEP 2	STEP 3	STEP 4
Sergeant									\$41.27	\$42.01	\$42.76	\$43.50
Sergeant / Associates									\$45.39	\$46.21	\$47.02	\$47.84
Sergeant / Bachelors									\$49.53	\$50.42	\$51.31	\$52.21
Sergeant / Masters or JD									\$51.58	\$52.51	\$53.44	\$54.37
Detective Sergeant									\$43.33	\$44.11	\$44.90	\$45.68
Detective Sergeant / Associates									\$47.66	\$48.52	\$49.37	\$50.23
Detective Sergeant / Bachelors									\$52.01	\$52.94	\$53.88	\$54.82
Detective Sergeant / Masters or JD									\$54.16	\$55.14	\$56.11	\$57.09
Lieutenant									\$47.46	\$48.31	\$49.17	\$50.03
Lieutenant / Associates									\$52.20	\$53.14	\$54.07	\$55.02
Lieutenant / Bachelors									\$56.96	\$57.98	\$59.01	\$60.04
Lieutenant / Masters or JD									\$59.32	\$60.39	\$61.46	\$62.53

MASSCOP Police

JULY 1, 2025 TO JUNE 30, 2026		FY26										
Base wage increase	2.00%											20 Years
Body cameras compensation	1.00%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Probation		\$31.36										
Probation / Associates		\$34.51										
Probation / Bachelors		\$37.63										
Probation / Masters or JD		\$39.20										
Patrolman		\$31.98	\$32.62	\$33.28	\$33.97	\$34.65	\$35.36	\$36.09	\$36.80	\$37.54	\$38.30	
Patrolman / Associates		\$35.20	\$35.89	\$36.61	\$37.37	\$38.12	\$38.89	\$39.69	\$40.47	\$41.28	\$42.12	
Patrolman / Bachelors		\$38.39	\$39.16	\$39.94	\$40.77	\$41.59	\$42.43	\$43.30	\$44.17	\$45.04	\$45.96	
Patrolman / Masters or JD		\$39.98	\$40.78	\$41.60	\$42.46	\$43.33	\$44.19	\$45.11	\$46.01	\$46.94	\$47.86	
Detective		\$33.59	\$34.27	\$34.95	\$35.68	\$36.39	\$37.13	\$37.89	\$38.65	\$39.42	\$40.21	
Detective / Associates		\$36.95	\$37.70	\$38.44	\$39.23	\$40.03	\$40.83	\$41.67	\$42.51	\$43.36	\$44.22	
Detective / Bachelors		\$40.30	\$41.11	\$41.94	\$42.80	\$43.66	\$44.55	\$45.46	\$46.37	\$47.30	\$48.23	
Detective / Masters or JD		\$41.98	\$42.82	\$43.68	\$44.58	\$45.48	\$46.40	\$47.37	\$48.31	\$49.28	\$50.26	
												20 Years
									STEP 1	STEP 2	STEP 3	STEP 4
Sergeant									\$42.51	\$43.28	\$44.05	\$44.81
Sergeant / Associates									\$46.75	\$47.60	\$48.44	\$49.28
Sergeant / Bachelors									\$51.02	\$51.93	\$52.85	\$53.77
Sergeant / Masters or JD									\$53.12	\$54.08	\$55.04	\$56.00
Detective Sergeant									\$44.64	\$45.44	\$46.25	\$47.05
Detective Sergeant / Associates									\$49.09	\$49.98	\$50.86	\$51.74
Detective Sergeant / Bachelors									\$53.57	\$54.53	\$55.49	\$56.46
Detective Sergeant / Masters or JD									\$55.78	\$56.78	\$57.79	\$58.80
Lieutenant									\$48.89	\$49.77	\$50.66	\$51.53
Lieutenant / Associates									\$53.76	\$54.74	\$55.71	\$56.67
Lieutenant / Bachelors									\$58.67	\$59.72	\$60.78	\$61.84
Lieutenant / Masters or JD									\$61.09	\$62.19	\$63.30	\$64.40