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PREAMBLE

This agreement is entered into by and between the Town of Orange, Massachusetts, hereinafter referred to as “the Employer”, and or “the Town”, and the Sergeants hereinafter referred to as “the Sergeants” or “the Sgts.”, or employee.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Sergeants as the sole and exclusive bargaining agent for the purpose of bargaining as to salary, wages, hours and other working conditions for all Sergeants of the Police Department.

ARTICLE 2 **STABILITY OF AGREEMENT**

Section 1: No agreement, understanding, alteration or variations of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

ARTICLE 3
SALARIES

Section 1: Effective July 1, 2007, the Town agrees to the wages of the Sergeants to be as follows:

Step 1: Salary to be equal to 1.15 times the Step 4 (ten year) Patrolman's salary.

Step 2: Salary to be equal to 1.20 times the Step 4 (ten year) Patrolman's salary.

Step 3: Salary to be equal to 1.25 times the Step 4 (ten year) Patrolman's salary.

Section 2: Step increases are to take place in 1 year, consecutive increments, for three years for the duration of this contract, beginning on July 1, 2007.

Section 3: Sergeants will reach Step 3, on the third year anniversary of their contract date.

ARTICLE 4
INCENTIVE PAY

Those officers receiving benefits under Chapter 835 Acts of 1970 (Quinn Bill) shall have an election as to how they are paid benefits. Officers may elect to be paid semi-annually in two equal payments, the last payday in June and the last payday in December. In the alternative, officers may elect to be paid pro rated benefits in weekly installments.

ARTICLE 5
WORK SCHEDULING

Section 1: The Chief of Police has sole discretion to utilize the Sergeants in any capacity, shift designations, emergencies, or other situations he deems necessary.

ARTICLE 6
OVERTIME AND CALL-IN PAY

Section 1: A Sergeant who has been called to act in the capacity of a supervisor, other than his/her normal tour of duty, will be paid the rate of time and one-half his/her hourly rate, for a minimum of two (2) hours work. Should the Sgt. be called to act in the role of "shift coverage", will be paid the rate of time and one-half his/her hourly rate, for a minimum of four (4) hours work.

Section 2: Overtime service shall not include an out-of-turn tour of duty, which is substituted for a regularly scheduled tour of duty by a mutual agreement between the Employer and the employee, nor shall it include "swapped" tours of duty between employees.

Section 3: Sergeants shall be afforded the opportunity to accept overtime service; there shall be no discrimination against any member who declines to work on a voluntary basis. Members shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event that time does not permit substitution of volunteers, such additional personnel, as are deemed necessary by the Department Head shall be required to work overtime on an assigned basis.

Section 4: Overtime claims will not be acknowledged unless said overtime has been clearly authorized by the Department Head or designee, prior to the overtime work being performed.

Section 5: The payment of overtime is subject to the Town of Orange appropriating sufficient funds, and if it is not funded, then the employee shall be granted compensatory time at one and one-half times the time worked. In this event, the time must be given and taken within one hundred-twenty (120) days. If the compensatory time is not scheduled or taken within 120 days the town will pay the premium rate.

Section 6: Sgts. Have the option to take accumulated time off at a rate of one-half times the time worked. No Sgt. Shall be allowed to accumulate more that 80 hrs. at any one time during a calendar year. Sgts. understand that by taking accumulative time off the time off accumulated will only be filled by reserve officers and will only be granted if

the shift can be filled as such. The town agrees that all efforts will be made to fill these accumulative times off shifts when possible.

ARTICLE 7
VACATIONS

Section 1: The vacation year shall be the period from January 1 to December 31 inclusive.

Section 2: Vacation leave with pay shall be credited to full-time employees who have completed one year of continuous service and who are employed by the Town on January 1 based on work performed during, the preceding twelve (12) months as follows:

<u>Length of Continuous full-time Credited Service for Employee as of January 1st</u>	<u>Vacation Credit Accrued</u>
One year, but less than 5 years	Two (2) weeks
5 years, but less than 10 years	Three (3) weeks
10 years, but less than 20 years	Four (4) weeks
20 years or more	Five (5) weeks

Section 3: Vacation week shall be defined as seven (7) days.

Section 4: A full-time employee on leave without pay shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year.

Section 5: Vacation leave earned during any vacation year shall be credited on the last day of the calendar year and shall be available during the next vacation year.

Section 6: The scheduling of vacations is exclusively reserved to the Employer. The Employer shall consider the following when granting vacations: seniority, needs of the department and the choice of the individual.

Section 7: If requested with at least one-week notice, the Employer will advance vacation pay.

Section 8: Vacation time is not cumulative and must be taken during the year granted. The Town at its sole option may elect to buy back-unused vacation time or allow three (3) months additional time to use it.

Section 9: The Employer reserves the right to change or exchange vacation periods in those situations which are required due to manpower shortage, illness, or emergency.

ARTICLE 8

HOLIDAYS

Section 1: The following 12 days shall be considered paid holidays: (a) New Year's Day, (b) Martin Luther King Day, (c) Washington's Birthday, (d) Patriots' Day, (e) Memorial Day, (f) Independence Day, (g) Labor Day, (h) Columbus Day, (i) Veterans' Day, (j) Christmas Day, and (k) Thanksgiving Day and the Friday following.

Section 2: To be eligible for the stated paid holidays, employees shall have worked their last scheduled day immediately before and the first scheduled day immediately after the holiday, except in those instances where an employee is verifiably absent due to illness.

Section 3: Employees will receive eight (8) hours pay at their straight time rate in addition to their regular weekly pay, for each holiday in Section 1. Officers who actually work said holiday, would get an additional eight (8) hours pay at straight time. Payment will be made in the next weekly paycheck following the week of said holiday.

ARTICLE 9
SICK LEAVE

Section 1: Definition: Sick leave, as used in this Article, shall be defined as "absence from work without loss of pay because of injury or illness".

Section 2: Amount: Sick leave shall accumulate at the rate of one and one quarter (1 1/4) days per month. If such sick leave allowance is not used in any fiscal year, it may be accumulated to an unlimited amount.

Section 3: Reporting: When an employee finds it necessary to be absent from duty because of illness or injury, he/she shall report the fact to the department head or designee at least one (1) hour prior to his/her scheduled tour of duty.

Section 4: Exclusion: Self-imposed injury or injury or illness resulting from the recreational use of alcohol or drugs, shall not be considered a proper claim for sick leave under this section.

Section 5: Prolonged Absence: Employees who are absent because of injury or illness may be required to present a physician's certification to the Department Head stating the reason for and length of absence.

Section 6: Family Illness: Employees are entitled to use up to a total of five (5) sick days per year for illness of members of the immediate family. For the purpose of this article, immediate family shall be defined as mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandparent, grandchild or any other family members living in the employees household.

Section 7: Convalescent Location: An employee signed out on sick leave for three (3) or more consecutive days shall notify the department head of his whereabouts if other than his home address.

Section 8: Sick Leave Affidavit: All employees claiming sick leave pay will be required upon returning to work to fill out a sick leave affidavit, as shown in Appendix A attached hereto. The parties agree that the Sgts. shall be furnished with copies of the Affidavit.

ARTICLE 10
BEREAVEMENT LEAVE

In the event of death in the immediate family of the employee or spouse of employee, the employee will be allowed paid leave at his/her regular rate for up to three (3) working days between the date of death and the date of internment, provided that such days are days that the employee would have worked. Said leave shall not be chargeable to the employee 's sick leave.

For the purpose of this Article, immediate family shall be defined as mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandparent or grandchild.

The employee shall file written request on a form provided by the Town documenting the relationship and the time required.

ARTICLE 11
PERSONAL LEAVE

Section 1: Amount: Full time employees who have completed their probationary period will be entitled to three (3) personal days with pay for a calendar year.

Section 2: Notice: Except for emergencies, the employee will give reasonable notice in writing to the department head when requesting a personal day of leave. For the purpose of this Article, a reasonable notice is defined as three (3) calendar days.

Section 3: Approval: All requests for a personal day of leave must have the approval of the department head or his designee.

Section4: Personal Leave Day: A paid day of personal leave shall be paid in the same manner as if the employee had worked.

Section 5: Non-Accumulation: Personal days are not cumulative and must be taken within the calendar year earned.

ARTICLE 12
INDEMNIFICATION

Indemnification protection in accordance with Chapter 4 1, Section 100 of the Massachusetts General laws shall be provided.

ARTICLE 13
LEGAL REPRESENTATION

The Town will accept the cost of the legal fees for membership to the Massachusetts Police Association Legal fund.

ARTICLE 14
DETAILS

Detail pay rate will be set according to the Orange Police Union Contract.

ARTICLE 15
DURATION

This Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect until and including June 30, 2010. Furthermore, this Agreement shall then be automatically and successfully renewed from year to year thereafter, unless notice in writing of a desire to terminate or modify this Agreement, is given by either the Sergeants or the Town to the other party ninety (90) days prior to the expiration.

EXECUTED this 1st day of July 2007.

For the Board of Selectmen:

Richard P. Sheridan, Chair

Steven E. Adam, Vice Chair

Robert F. Andrews, Clerk

For the Sergeants:

Sgt. John F. Bartus

Sgt. Robert H. Haigh Jr.