



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF LANCASTER

AND

**MASSACHUSETTS COALITION OF POLICE AFL-CIO,
LOCAL 203**

(Police Patrol Officers and Sergeants)

July 1, 2023, through June 30, 2025

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ARTICLE 1
RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment subject to negotiation pursuant to the General Laws of the Commonwealth of Massachusetts in the collective bargaining unit comprised of all regular full-time Police patrolmen and Sergeants of the Town including those certified by the MLRC in Case No. 2989.

ARTICLE 2
DUES DEDUCTION- AGENCY FEE

Section 1. Pursuant to the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws, the Town shall deduct Union dues or initiation fees (as certified in writing by the Union to the Town) for unit employees covered by this Agreement, upon employee-signed authorization (Appendix A). The Town shall transmit total withholdings to the Secretary-Treasurer of the Union or an authorized agent. Dues shall be deducted once per month in a pay period other than the pay period when health insurance deductions are made (this clause shall not apply when deductions are made on a weekly basis).

Section 2. By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Union, together with a list of employees who have authorized dues deductions. The employee may revoke the authorization for deductions at any time upon written request to the Town and by filing a copy of such withdrawal with the Treasurer of the Union.

Section 3. The Town shall incur no liability for loss of dues monies after deposit and forwarded to the Union in the United States mail.

Section 4. Although membership in the Union is not mandatory for any Lancaster Police Officer, benefits gained by the Union are accorded to all employees represented, therefore, an agency service fee equal to an amount which is proportionately commensurate with the cost of collective bargaining and contract and administration shall be paid to the Union by all non-union employees covered by this Agreement. At the election and upon signed authorization by the employee, said agency service fee shall be deducted from wages by the Town in accordance with Section 17G of Chapter 180 of the General Laws of the Commonwealth. 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.

No employee shall be obligated to pay Union dues or an Agency Service Fee until thirty (30) days after completion of his initial training at the Police Academy or school to which assigned.

Section 5. The Union shall indemnify and hold the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this article or in reliance of any assignment furnished to the Town.

ARTICLE 3

NON-DISCRIMINATION

Section 1. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

Section 2. Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate, or otherwise discriminate against any employee because of membership or lawful activity in advancing the interests or purposes of the Union, or non-membership or non-participation in such activity.

ARTICLE 4

RESPONSIBLE UNION- TOWN RELATIONSHIP

The Town and the Union recognize that it is in the best interest of parties, the employees, and the public that all dealings between them are to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels shall apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative for all employees and new hires covered by this contract. Their purpose is to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

ARTICLE 5

MANAGEMENT RIGHTS

Subject to this Agreement and applicable law, the Employer reserves and retains its regular and customary rights in the exercise of its function of management and in the direction and supervision of the Employer's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change job process; assign work and work to be performed; schedule shifts; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or funding; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in required skills; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Employer, acting through the Police Chief or their designee within the Police Department, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage, or precedent to manage and control the department.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget, and policy of the Department.
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them.
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility.
- to determine the methods, means and personnel by which the Department's operations are to be carried out.
- to manage and direct employees of the Department.
- to maintain and improve orderly procedures and the efficiency of operations; to hire, promote and assign employees.
- to transfer, temporarily reassign, or detail employees to other duties.
- to determine the policies affecting the hiring, promotion, and retention of employees.
- to establish qualifications for ability to perform work in classes and/or ratings.
- to lay off employees in the event of lack of work or funds.
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned.
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate.
- to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the rights, as well as any matter dealing with the administration of the Department, shall be final and binding.

By making this proposal during regular contract negotiations, or agreeing to discuss a subject, the Town does not waive its right to implement a change in a working condition where no contrary provision is included in the contract or where a matter of managerial prerogative is involved, so long as the Town meets its bargaining obligation, if any, over the decision and/or impact, in good faith to the point of either agreement or impasse.

It is understood and agreed by the parties hereto that the Employer does not have to rely on any collective bargaining contract with its employees as the source of its rights and responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Employer except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and

obligations or employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1 Definition

The Term "Grievance" shall mean a dispute concerning the application or interpretation of the terms of this collective bargaining agreement. A claim violation, misinterpretation, or misapplication of the rules and regulations, written policy, or others of the Massachusetts Civil Service Commission issued pursuant to its authority under Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

Section 2. Procedure

The Grievance Procedure shall be as follows:

Step 1. The employee and/or the Union shall present the grievance verbally or in form of a memorandum to the immediate superior officer not later than ten (10) calendar days following the date of occurrence. The supervisor shall attempt to adjust the grievance informally. A settlement of the dispute at this level shall not establish a precedent for the resolution of other or similar problems between the employee and his immediate supervisor.

Step 2. If a grievance is not settled at Step I, it may be presented to the Chief of the Police Department or his designee, provided that it is reduced to writing within ten (10) calendar days after the occurrence of the grievance. The Chief or his designee shall grant a meeting within five (5) calendar days from the date a grievance is presented. A grievance on behalf of any supervisory officer (e.g. Sergeant) may be presented initially at Step 2, provided that it is reduced to writing and presented to the Chief within ten (10) calendar days of its occurrence. The Chief or his designee must provide a written answer within five (5) calendar days from the date of the meeting between the Union and the Chief.

Step 3. If the grievance is not resolved at Step 2, the Union may present the grievance to the Board of Selectmen, provided however, that the grievance has been submitted in writing within five (5) calendar days of receiving the answer in Step 2. The Board of Selectmen shall provide an answer within fourteen (14) calendar days.

Step 4. The Union or Town may bring an appeal from an unsatisfactory decision at Step 3 to an impartial arbitrator within fourteen (14) calendar days of the answer received in Step 3. The grievance shall be submitted to an arbitrator mutually agreeable to both parties. In the event that an arbitrator cannot be agreed upon, an arbitrator will be selected under the rules of the American Arbitration Association. The parties shall share the fees and expenses of the arbitrator equally. The decision or award of the arbitrator shall be final and binding to the extent permitted by and in accordance with applicable law specifically including Chapter 31 of Massachusetts General Law and shall not abridge or diminish any of the rights and obligations of the Civil Service Commission pursuant to said Chapter 31, and shall be limited solely to the application and interpretation of this contract, and shall not add to, subtract from, or modify such Contract. The arbitrator shall be urged to hold a hearing and submit his or her decision in a timely fashion.

Section 3. Union Majority

Any grievance of a majority of Union members and which concerns the misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at Step 3 of the Grievance procedure without resort to previous steps.

Section 4. Final Steps

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at Step 3 of the Grievance Procedure.

Section 5. Timelines

If the Town denies the grievance or fails to respond within any time limit prescribed at any step in the grievance procedure, the grievant and/or Union may invoke the next step of the grievance procedure. Time limits may be extended by mutual agreement of the parties. A grievance not initiated or moved to the next step within the time limits contained in this article shall be deemed waived. Failure of the Union to appeal a decision within the time limits 5 specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

ARTICLE 7

NO STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic, or otherwise), work stoppage, slowdown, or withholding of services in the form of a sickout or otherwise. The Union agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, withholding of services or sickout.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services, or sickout, the Union shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sickout, and shall refuse to recognize any picket line established in connection therewith.

Section 3. In consideration of the performance by the Union of its obligations under Sections I and II of this Article, there shall be no liability on the part of the Union or its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

Section 4. The Town may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article, provided however, that an issue of fact as to whether an individual has engaged in such activity may be subject to the grievance and arbitration procedures set forth herein.

Section 5. The Town agrees that during the term of this Agreement, it shall not lock out any employee covered by this Agreement.

ARTICLE 8
SENIORITY

Section 1. For the purpose of this Agreement, Departmental Seniority shall commence for each employee upon the date of his permanent assignment to their classification or rank in the Lancaster Police Department.

Section 2. For the purpose of Retirement, seniority shall accrue and be broken in accordance with the Civil Service Laws of the Commonwealth of Massachusetts, Chapter 31, and rules and regulations promulgated thereto.

Section 3. Any job classification within the Department represented by the Union will be filled in accordance with the Civil Service Laws of the Commonwealth of Massachusetts, Chapter 31, and rules and regulations promulgated thereto.

Section 4. All seniority date shall be posted in accordance with MGL Chapter 31

Section 5. For employees appointed before the removal of the Department from Civil Service, the Civil Service definition of seniority shall continue to apply for purposes of layoffs and any resulting demotions, and all other contractual purposes, except as may be provided otherwise in specific language in the parties current Collective Bargaining Agreement ("CBA").

Section 6. For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the date the employee was appointed to the position being filled. In the event two or more officers are appointed on the same date, seniority shall be determined by the original date of their application to the Town.

ARTICLE 9
LAY-OFF

If the Town finds it necessary to lay off employees, layoffs shall be implemented pursuant to Chapter 31 of the General Laws of the Commonwealth of Massachusetts, also known as the Civil Service Laws, and any rules and regulations promulgated thereto.

- a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal rights shall continue to apply.
- b. For employees appointed after the removal of the department from Civil Service, the term "layoff means a reduction in the number of positions due to a lack of work, lack of funds or abolition of position that results in the separation of employment of one or more employees.
- c. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees.

A laid-off employee shall have recall rights for a maximum period of five (5) years.

- d. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police.
- e. Prior to returning to work, a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results or such examination or investigation, the Chief of Police rescinds the offer of recall he shall provide the employee with a written statement of his reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.
- f. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town.
- g. Laid-off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs.
- h. Laid off employees who attend such Town- sponsored training sessions and/or courses, shall as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

ARTICLE 10

APPOINTMENTS

Section 1. Appointments

All appointments to the Lancaster Police Department as represented by the Union, including promotions to higher classifications, shall be in conformance with the Civil Service Laws of the Commonwealth of Massachusetts, Chapter 31, and rules and regulations promulgated pursuant thereto. The parties acknowledge that promotion procedures must be adopted to govern promotions to fill.

Section 2. Promotions

The parties acknowledge that promotion procedures must be adopted to govern promotions to fill vacancies which occur after the effective date of the removal of the department from Civil Service and/or after pending promotions have been completed. The Town proposes the attached promotions policy.

- a. *Purpose.* This policy applies to promotions for sworn personnel only. The Lancaster Police Department's commitment to developing employees to take on increasing levels of authority, responsibility and leadership is embodied in promotions. Eligible candidates have an opportunity to apply and participate in the promotion process as set forth in this policy. Promotions are based upon the merits of the individuals and their personal performance in the promotion process, and never on seniority alone or favoritism. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.
- b. *Policy:* It is the policy of this Department to recommend promotions based upon an employee's training, experience, credentials, and merit. The Select Board are the Appointing Authority. No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, their sex or sexual orientation, race, religion, nationality, or union membership.
- c. *Procedures:* Promotions of sworn personnel to the rank of Police Sergeant and Lieutenant are processed under the appointing authority through the Chief of Police and the Town Administrator, or their designee. Their duties shall include Posting written announcements of any scheduled promotional opportunities, coordinating with any companies or consultants contracted to participate in the promotion process (which shall be offered by a neutral third-party exam vendor unless otherwise agreed upon by both the Town and the Union,) protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location; and maintaining copies of active promotion lists.
 - i. The test will be scored (however that is done by the company utilized) and all officers who achieve a score of 70 or above will be placed on an eligibility list based on their score. The person at the top of the list will be determined by the highest score achieved on the exam. All Officers who achieve a test score of 70 or above shall be offered an interview.
 - ii. Interviews shall consist of at least three members; one shall be a Police Department Supervisor; one member shall be the Chief of Police and one member shall be the Town Administrator or their designee.
 - iii. There may be as many as five total members and a graded sheet will be kept by each interviewer and maintained with the Promotional materials.
 - iv. The same questions shall be asked to each candidate, including any written questions, or scenarios. All interviewers shall evaluate the response in a numbered grade and shall be kept as a matter of record.
 - i. The overall rating system shall consist of 80% written test and 20% interview.
 - v. Testing and scoring materials shall not be left unattended for any period. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Police Chief and/or Town Administrator, or another designee.
 - vi. Promotional materials shall be retained as required by law. These include interview questions and score sheets, Assessment Center questions, exercises, evaluations, and other related materials.

- d. *Notice:* The Chief or their designee, shall advise all affected personnel of an upcoming promotional exam no less than 180 days in advance of the test date by posting the notice in a prominent place and forwarding the notice to supervisors to be read at roll call. Officers out sick or injured, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be mailed a copy of the examination notice. A reading list of textbooks will be made available to all personnel at no cost to the Town. The uniform allowance can be used to purchase promotional material. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not consider law changes occurring less than 90 days prior to the exam.
- e. *Eligibility:* To be eligible for promotion to the rank of Sergeant, a candidate must be a permanent member of this Department with a minimum of 1 year of completed service as a full- time Patrol Officer or Detective.

To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent member of this Department with a minimum of 1 year of service as a Sergeant. In the event the Department does not have one or more candidates available, the Town may open the eligibility to the next lower rank.

If applicable, a written law exam will be pass/fail (a score of 70 is required to pass). Passing the exam will admit candidates to the next phase of the promotion process, which may include one or more of the following.

- f. *Assessment Centers.* The following criteria will be examined and weighed when considering promotional opportunities.

These include, but are not limited to:

- Candidate Interview. An oral board approved by the Town will conduct candidate Interviews. Interviews shall be conducted from a prepared list of questions and the board will rate responses.
- Candidate Selection. The Chief of Police shall make a recommendation for promotion from the list of eligible candidates based on the following criteria:
 - ✓ Job related experience.
 - ✓ Performance evaluation in their present position (including Dept. contributions).
 - ✓ Results of Assessment Center.
 - ✓ Attendance record.
- ✓ Supervisory evaluation of the employee's promotion potential.
- ✓ Sick leave record.
- ✓ Formal education.

ARTICLE 11

EMPLOYEE EVALUATIONS

Section 1. All members of the bargaining unit shall be evaluated annually on or about their date of hire, based on the criteria contained in the officer's job description, specific job- related goals, and the overall mission of the Department.

Section 2. It is agreed that the sole purpose of a performance evaluation is to enhance communication within the Department and to assess individual training needs.

Section 3. The shift/immediate supervisor will conduct the first level employee evaluation. The Chief of Police shall be the final evaluator of every unit employee. Employees may provide comments on the evaluation form with the evaluator present.

Section 4. Probationary employees will be evaluated in accordance with guidelines established through the Department's Field Training Program, when established.

Section 5. Employee evaluation files shall be maintained in a locked file in the Police Chiefs Office. A copy of all evaluation forms shall be provided to the Board of Selectmen. All forms shall be marked "CONFIDENTIAL".

Section 6. There shall be separate and distinct evaluations for Patrol Officers and Sergeants. Evaluation forms are attached to this Agreement as "Appendix C" and "Appendix D".

ARTICLE 12

DISCIPLINE

The employer may suspend, demote, or discharge any employee for just cause and in accordance with Civil Service procedures. Probationary employees are specifically exempt from the "just cause" requirement and may be discharged without cause.

- A. Employees appointed prior to the removal of the Town from Civil Service shall retain their right to appeal discipline imposed under M.G.L. c. 31, § 41 to the Civil Service Commission. Again, with the POST commission this is all changing.
- B. After the revocation of the Civil Service statute, the Town and the Union agree that the "just cause" standard under M.G.L. c. 31, § 41 and the procedures applicable under that section, as interpreted by the Civil Service Commission and the Commonwealth's appellate courts, shall continue in effect for employees who have completed a probationary period of one (1) year performing the full duties of a sworn police officer.
- C. After the appointing authority decides on a disciplinary action under §41 (whether it is their action, or a decision on appeal of a departmental suspension), the Union, but not an individual employee, will have thirty (30) days to invoke arbitration by notifying the Town Administrator in writing and specifying in said notice the basis of the appeal.
- D. Within ten (10) days after receipt of said notice, the Union shall file a Demand for Arbitration with the American Arbitration Association. The Arbitrator shall apply the same "just cause" standard set forth in M.G.L. c. 31, § 41.

ARTICLE 13

HOLIDAYS

The Town recognizes, and all full-time employees shall be entitled to, the following days as paid holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

ARTICLE 14

SAFETY AND HEALTH

Section 1. The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.

Section 2. Safety is a concern for the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of safety on the part of all employees to provide for their own safety, their fellow employees, and the general public.

Section 3. At the discretion of the Chief of Police, union members will be allotted thirty (30) minutes per shift to exercise in the fitness center of the Police Station

ARTICLE 15

WORK WEEK/ OVERTIME

- A. The work schedule for all employees will be made out and posted at least one (1) month in advance for major scheduling issues resulting in manpower challenges or in any circumstance where the Chief determines it is necessary to meet the safety requirements of the Town.
- B. The normal work- week shall be worked as four (4) consecutive days of eight (8) consecutive hours immediately followed by two (2) consecutive days off.
 - i. The Chief may assign a Detective, School Resource Officer, Court Officer, or other officer to work a five and two schedule; however, the Chief may include in any job description for such positions that he/she retains the right to make periodic adjustments in hours or assignments as the chief sees fit. (By way of example, a School Resource Officer may have their schedule changed when school is on vacation.)
 - ii. When the chief has assigned an officer to a 5-2 schedule, he/she will earn one (1) day off per month, in addition to other sick, personal, and vacation accruals.
- C. The payroll week will be seven (7) consecutive calendar days from Sunday through Saturday. Pay checks, however, may be issued weekly and if the Town Treasurer deems it appropriate, be in the form of electronic payments only.
- D. Certain payroll weeks shall consist of four (4) working days for a total of thirty-two hours and others will consist of five (5) working days for a total of forty (40) hours. In order to provide the same base pay each pay period; weekly pay will be calculated as an average pay equal to forty (40) hours times hourly rate.
- E. All overtime hours mentioned in this contract, unless otherwise specified, will be calculated as those hours actually worked each work week in excess of the Officer's regular scheduled and compensated hours.

F. Overtime at the beginning or end of a shift will be calculated as follows:

0-15 minutes = no overtime

16-60 minutes = 60 minutes overtime

G. Officers in the recruit training school shall work a five (5) day week or whatever schedule the school or academy deems appropriate. They shall be paid as student officers per (not members of the bargaining unit), and shall not be eligible for overtime or travel time incurred while attending school, whether on a day or overnight basis. The Town will not be required to pay overtime and/or travel time to any police officers assigned to any training program whether on a day or an overnight basis.

H. Officers who are required to attend in-service training schools which duration is measured on a weekly basis shall serve a five (5) day on, two (2) day off work schedule or such other schedule as is appropriate in accordance with the school schedule.

I. In the event a shift must be filled for any reason, and there is no public safety reason why it must be filled by only certain officers, said shift shall be offered to full-time officers in accordance with a list based upon hours. If no full-time officer is willing to accept, the opportunity shall next be offered on a similar rotation basis to all part-time officers. However, if there are no readily available volunteers or part-time officers, the chief or designee may order the next available officer in the rotation. Full-time officers shall be given the right of first refusal for all open shifts prior to reserve officers being contacted.

J. In the event a full-time regular police officer is unavailable to work an assigned shift or scheduling difficulties fail to provide a regular full-time officer to work a designated shift, the Chief of Police will offer that shift or tour of duty to another full-time regular police officer. The Chief shall accomplish this assignment of overtime from a list of all full-time regular police officers that shall be offered the overtime work on a system of rotation. It is the intention of the parties that each shift throughout the term of this Agreement shall be staffed by at least one full-time regular police officer and overtime will be utilized to accomplish this goal. It is further agreed that for the purpose of this paragraph, the Chief of Police will be considered a full-time regular police officer.

ARTICLE 16

VACATION LEAVE

Section 1. Permanent full-time employees are entitled to vacation each year on the following basis:

Less than twelve (12) months service as of July 1st: one (1) day of vacation for each five (5) weeks of service from date of hire to July 1st up to a maximum of ten (10) days.

- After one (1) year of service through four and one-half (4 ½) years of service: Ten (10) days.
- After four and one-half (4 ½) years of service and through nine and one-half (9 ½) years of service: fifteen (15) days.
- After nine and one-half (9 ½) years of service: twenty (20) days.
- After twenty (20) years of service: twenty-five (25) days.

For point of definition, one week of vacation is equivalent to five (5) scheduled workdays.

Section 2. Insofar as possible, each employee shall be granted a minimum of two (2) weeks of his

earned vacation during the period beginning June 1st and ending September 30th of each year. Each employee, according to seniority in their classification, shall choose such vacation times. Vacation requests will be submitted by April 1st and confirmed by April 15th of each year.

Section 3. During a specified vacation period, no employee shall be required to work a regular tour of duty for himself or another employee.

Section 4. An employee may elect to take their vacation a day at a time, subject to the approval of the Chief or their designee, which may not be unreasonably withheld. At least twenty- four (24) hours' notice must be given to the Chief when requesting his approval for a day or night's vacation. Officers shall request vacation leave in a timely manner. When the weekly work schedule is posted, leave requests indicated on the schedule shall be considered granted and a senior officer shall not be permitted to displace another officer from the schedule.

Section 5. An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of his own, or by entrance into the armed forces, shall be paid for any unused portion of his vacation allowance earned in the vacation year up to the last day worked on a prorated basis during which/ such dismissal or entrance into the armed forces shall occur up to the time of the employee's separation from the payroll.

Section 6. Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the employee for Town insurance purposes in an amount equal to the unused vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 7. An employee who retires on or after January 1st in any calendar year will be paid for any prorated vacation earned for that fiscal year, less any vacation taken during the ~~fiscal~~ year of retirement.

ARTICLE 17

SICK LEAVE

Section 1. Employees shall have available thirteen (13) days' sick leave each fiscal year accrued on the basis of two hours per week. Sick leave not used in any fiscal year shall accumulate from year to year to a maximum for two hundred and forty (240) days. All union members hired after July 1, 2008, shall accumulate a maximum of one hundred and twenty (120) days.

Section 2. Whenever a holiday falls on a day an officer is regularly scheduled to work and that officer is legitimately ill on that day, they shall be entitled to utilize sick leave but shall only receive pay for the holiday.

Section 3. Light Duty Assignments

1. In the event that an officer has been injured on duty, the Chief of Police at their discretion may require that officer perform certain light duties. A Town designated physician shall examine and evaluate each injured officer and then confer with the officer's own physician to determine whether the officer can perform the specified light duty assignments. Should they disagree, a neutral physician shall be designated to oversee the matter that is agreeable to both, and that person will examine the officer to make a final determination relative to the officer performing the specified assignment(s). Pending receipt of the neutral physician's determination, the officer shall continue to be granted leave without loss of pay for that period. The cost of the neutral physician shall be borne equally by the Union and

Town.

2. Light duty assignments shall consist of making and answering radio and telephone calls, filing, making warrant checks, completing reports, providing arrest information, processing arrest forms and other duties of similar nature as assigned. Light duty assignments shall also consist of preparing and presenting special programs for schools, clubs, and civic organizations. All light duty assignments will take place during the daytime.
3. Upon the officer's return to work, following any sick leave absences greater than four (4) consecutive workdays, the officer may be required to undergo a medical examination to determine fitness for work. A physician of the officer's choice, should that be desired, may examine the employee at the employee's cost.
4. If the appointing authority or Chief of Police has reason to believe that sick leave is being abused, the appointing authority or Chief of Police may require the officer to submit satisfactory medical evidence. Failure to produce such evidence within seven (7) days of such request may, at the discretion of the appointing authority, result in denial of sick leave for the period of absence.

ARTICLE 18 **OTHER LEAVES**

Section 1. Types of Leaves

Each officer shall be entitled to three (3) personal days per fiscal year. Officers may also accumulate up to forty (40) hours of compensatory time, which may be re-accumulated as time is used, but shall never exceed one hundred (100) hours taken within one fiscal year. Compensatory time may be used at the officers' discretion with the approval of the Chief, which may not be unreasonably withheld. Compensatory time shall be used in four (4) hour increments.

Section 2. Restrictions

The benefits as set out in the preceding paragraph are subject to the following restrictions:

- The benefits are not to be taken on a statutory holiday.
- Officers have the right of first refusal to cover overtime triggered by personal leaves.
- Officers seeking leave under this section shall notify the Chief or supervisor no less than four (4) hours prior to their scheduled shift.

ARTICLE 19 **PAID DETAILS**

Section 1. Town Details, Schools, Town Hall and Meetings

- A. The rate of pay shall be at one and one-half times (1½x) the hourly rate of the employee involved.
- B. If said details or special details are cancelled due to inclement weather or for any reason without proper notice to the Police Department, said officer accepting said detail or special detail, shall receive a minimum of four (4) hours pay at the hourly rate.
- C. The minimum guarantee shall be four (4) hours.

Section 2. Other Details

- A. The Police Detail rate will be the equivalent of the pay of a police sergeant Overtime rate, plus \$1.00.
- B. Emergency Detail Rate. Union members will receive an additional \$5/hour above the normal detail rate. ASAP is defined as Detail requests with less than 60 minutes notice.
- C. If said detail or special detail is cancelled due to inclement weather or for any reason without proper notice to the Police Department, said officer accepting said detail or special detail, shall receive a minimum of four (4) hours pay at the detail rate in effect at that time (Ref: Section A). "Proper notice" is defined as not less than two hours prior to the start time of the scheduled detail.
- D. The minimum guarantee shall be four (4) hours. All details in excess of four (4) hours but less than eight (8) hours shall be billed as eight (8) hours. If the officer leaves their post prior to the end of the detail, the detail shall be paid only for actual ~~the~~ hours worked.
- E. Time worked in excess of eight (8) hours shall be paid at one and one-half times (1½x) the hourly rate provided.
- F. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of service in the Town to ensure public safety. Therefore, notwithstanding any regulations or guidelines to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, employed on a paid detail basis, in all instances where there is a street opening or any work to be done in a public or at any public function in Town. The Chief shall have discretion to determine the number of officers assigned to any such instance necessary to maintain public safety.
- G. Non-Town details, between the hours of 6:00 pm and 6:00 am, shall be paid at the applicable private detail rate plus an additional \$10.00/hr.; non-Town details, between the hours of 6:00 pm Friday and 6:00 am, Monday shall be paid at the applicable private detail rate plus an additional \$10.00/hour.
- H. An administrative surcharge of ten percent (10%) shall be paid to the Town by the party paying for detail or special detail. This administrative surcharge shall not be reflected in any payments to the employee working the detail.
- I. All paid details shall first be offered to unit members on a rotating basis in accordance with a roster maintained at the Police Station. Bargaining unit members shall be offered all available details regardless of scheduled shift. Details shall be filled in the order in which they are received. It is the goal of the Department that in-town details are filled by Lancaster officers.
- J. Definition: The term "Detail" shall mean any non-municipal function, public or private, requiring additional manpower in addition to the officers assigned to the regular shift, to include but not limited to any type of construction work or road work in which the safe flow of traffic is interrupted.
- K. Retired police officers are permitted to perform paid details. Officers will be assigned details in the following order of priority: Full-time, retirees, part-time/reserve.

ARTICLE 20

EDUCATIONAL INCENTIVE

Section 1. The Town shall pay for tuition and costs of materials for any training courses taken by the employee that are mandated by the Commonwealth of Massachusetts for police officers at the discretion of the Chief of Police.

Section 2. Effective July 1, 2015, each employee shall receive an additional payment annually, paid in the first paycheck of each new calendar year after one year of service or when the following has been met:

Master’s Degree in an approved Program	\$5,000
Bachelor’s degree in an approved Program	\$4,500
Associate degree in an approved program	\$3,500

**Officers within their first (1st) year of employment with the Town shall receive their educational incentive pay upon the successful completion of their probationary period.*

Section 3. Payments made under Section 2 shall be at the request of the employee upon such verification as the Town may reasonably require.

Section 4. Officers, as required by the Chief of Police, shall undertake training.

ARTICLE 21

UNIFORM ALLOWANCE

The Town shall provide a Uniform Allowance equal to \$1,500 annually, per employee, to purchase the employee's uniform and equipment. Payments will be made in two installments of \$750.00 each. The first payment shall be included in the first paycheck of the Fiscal Year and the second shall be included in the first paycheck of the Calendar Year. If an employee should leave the Town’s employment on or before the first of the Fiscal or Calendar year, they will not be entitled to uniform pay or any disbursement of funds under this section.

Employees are expected to utilize these funds to maintain their professional attire and equipment as needed or required. Officers who report to work in or with outdated, soiled, ripped or otherwise unkempt clothing or equipment may be subject to disciplinary action.

Effective 7/1/23	Uniform Allowance paid consistent with former CBA dated 7/1/20 – 6/30/23.
Effective 7/1/24	\$1,500 total as outlined above.

ARTICLE 22

TRAVEL EXPENSE

The Town shall reimburse an employee for the use of their private automobile at the rate other Town employees are reimbursed, currently the IRS rate. In addition, should the Town of Lancaster increase the mileage allowance for any other Town employee, it shall without further negotiation, increase the allowance under this

Article to the same amount. Union members will also be allowed reimbursement of meals at the same rate as all other municipal employees.

ARTICLE 23

WAGES

Section 1. Base Wage Increases

The following officer increases to base wages shall apply:

- Effective January 1, 2024. 3%
- Effective July 1, 2024. 4%

Section 2. Patrol Wages.

Permanent Patrolmen shall be paid according to the following hourly rate of pay:

Effective Date	Level 1	Level 2	Level 3	Level 4	Level 5
Jan. 1, 2024	\$27.83	\$29.52	\$30.45	\$31.89	\$32.47
July 1, 2024	\$28.94	\$30.69	\$31.65	\$33.14	\$33.77

Persons appointed to positions shall be paid at the starting rate, provided however, the Appointing Authority may authorize compensation at a higher rate on the basis of exceptional qualifications or a lack of qualified applicants available at the starting rate of pay.

Section 3. Acting & Permanent Sergeant Compensation

Upon the appointment of an officer to the position of Acting Sergeant, he/she shall receive a salary equal to one-half (1/2) the difference between the maximum salary for a Patrolman and the maximum salary for a Permanent Sergeant. This provision shall only apply when an officer is appointed to the position of Acting Sergeant and not when occasionally required to perform such duties.

	<u>January 1, 2024</u>	<u>July 1, 2024</u>
<u>Acting Sergeant</u>	<u>\$35.18</u>	<u>\$ 36.59</u>
<u>Permanent Sergeant</u>	<u>\$37.89</u>	<u>\$ 39.40</u>

Section 4. Working out of Grade Compensation

Any officer acting as Chief of Police for more than three (3) consecutive days shall receive the next highest above his current rate of pay in the grade in which he/she is filling, retroactive to the first day.

Section 5. Shift Differential Compensation

Second Shift: Any officer working the hours defined within the second shift (1600 to 2400) shall be paid the following additional amount:

Effective January 1, 2024	\$.60/hour	\$292
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Effective July 1, 2024 \$.65/hour \$584

Third Shift: Any officer working the hours defined within the third shift (2400 to 0800) shall be paid the following additional amount:

Effective January 1, 2024 \$1.10/hour \$584

Effective July 1, 2024 \$1.20/hour \$1,168

Section 6. Officer-in-Charge Compensation

The Chief of Police shall designate a Sergeant to post and maintain a schedule of officers for patrol shifts. The Sergeant will make every effort to ensure supervision on all shifts. If a supervisor is not assigned to a shift, the senior officer shall be considered the Officer-in-Charge (OIC). In the event the senior officer refuses to accept the OIC designation, the next senior-most officer on that shift shall be offered the designation. In the event no bargaining unit member on a particular shift accepts the OIC designation, it shall not be offered to a Reserve Officer. The Dispatcher shall be notified of the Officer-in-Charge and the name shall be entered on the shift log. The OIC will be responsible for all activity on the shift and shall be compensated at the Acting Sergeant's rate of pay.

Section 7. Stipends

The following positions, as assigned by the Chief of Police, shall be awarded an annual stipend, payable on January 1st of each calendar year, in the following denominations:

Detective	1 Position	\$ 1,250 Annually
Firearms Instructor	2 Positions	\$ 500 Annually, Each Officer
Taser Instructor	2 Positions	\$ 500 Annually, Each Officer

Officers shall be required to possess all certifications and MPTC Instructor Training Standards in order to be eligible to receive a Stipend. Officers must be assigned the role, as outlined above, within Lancaster’s Police Department to be eligible for Stipend pay.

Section 8. Fitness Standard Pay

All appointed Union Officers who successfully pass the current MPTC entry standards as outlined by and through the Recruit Academy (ROC) ‘Entry-Level Fitness Standards’ shall be entitled to an annual bonus pay equal to two hundred and fifty dollars (\$250) payable as a lump sum within the first paycheck immediately following the Town’s ‘Officer Fitness Practicum’ administered by the Chief of Police or their designee.

Effective September 1, 2019, all students entering any MPTC-authorized or hosted full time recruit academy are required to pass an MPTC fitness test comprised of the following four (4) events:

1. One Minute Pushups (dynamic strength)

	FEMALE	MALE
AGE 20-29	13 (20)	26
AGE 30-39	9 (15)	20
AGE 40-49	7 (10)	15
AGE 50-59	(9)	10
AGE 60 +	(3)	

It is agreed that the standards listed by MPTC and ROC may be subject to change should those entities opt to

amend their officer training standards. If/When the standards are amended, the Union shall be notified in writing by the Chief and given an additional sixty (60) days before a new *Officer Fitness Practicum* commences.

Section 9. Other Compensation Provisions

All forms of compensation will be made via direct deposit; payments to multiple accounts is permitted.

ARTICLE 24

SHIFTS

Section 1. Shift Bidding

Work shifts shall be bid and awarded on a seniority basis. The bidding and awards shall take place two (2) times each year on or about January 1 and July 1.

Section 2. Mutual Shift Exchange

All full-time employees will be allowed to exchange shifts provided it can be done at no cost to the Town and no reduction in manpower for the particular shift. Prior approval of the Chief of Police shall be required in each instance where the officer wishes to exchange shifts. When an officer accepts a mutual swap shift and fails to report to duty due to sickness, the accepting officer will be charged eight hours sick leave. A Reserve Officer may then fill the shift.

Section 3. Day Shift Supervision

The Supervisor regularly assigned to the day shift (Monday through Friday) shall be a permanent uniformed officer. A Supervisor, for the purposes of this section, shall include an Acting Sergeant, Sergeant, Acting Chief, Chief, or other superior officer.

ARTICLE 25

MISCELLANEOUS PROVISIONS

Section 1. Federal & State Laws

In the event any-federal or state law conflicts with the provisions of this Agreement, the provisions(s) affected shall no longer be operative or binding upon the parties, however, the remainder of the Agreement shall continue to be in full force and effect. This Agreement and each of its provisions are expressly made subject to Massachusetts Civil Service Law, Chapter 31, and in no way are intended to, nor do they in any manner reduce, lessen, diminish, nor impair the rights and obligations of the Civil Service Commission as set forth in said Chapter 31 of the Civil Service Laws of the Commonwealth of Massachusetts. The provisions of this Agreement are further subject to and are governed by all applicable existing and future laws and regulations and amendments of the Civil Service Laws, which are deemed applicable to this Agreement.

Section 2. Union Business

One (1) employee designated by the Union shall be granted reasonable time off to conduct Union business, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay and not exceed five (5) days per contractual year but shall be considered as time worked for the purpose of determining step increases, if any, and other benefits due said employees. The Union further agrees that the Town shall not be required to pay time and one-half to any employee required to fill in for said employee during his absence due to Union business. No Union representative on duty shall suffer a loss in pay while attending any Union-Town Meeting. The Union agrees that the provisions of this Article will not be abused, and the Town agrees that requests for time off for Union business shall not be unreasonable denied.

Section 3. Amendments

Any provision of this Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this agreement represents the full Agreement of the parties on all matters which are negotiated, or which could have been subjects of negotiation. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 4. Leaves of Absence

The Chief may recommend leaves of absence without pay for any reasonable purposes for a limited period, however, not to exceed three months. Thereafter, such leaves may be extended or renewed up to a maximum total period of one (1) year. All such leaves shall be subject to review and approval of the Board of Selectmen.

Section 5. Military Leaves

All employees who are in the National Guard or in the Armed Forces Reserve will be paid the difference between their regular pay and their military pay for up to fifteen (15) working days per year for any time spent on temporary duty.

Section 6. Bereavement Leaves

Up to four (4) days paid leave shall be granted by the Chief to an employee for any workdays missed due to the death of a close family member as defined by the Family Medical Leave Act (FMLA). Union members will receive a funeral day, with pay, for the death of a family member outside of the FMLA designation.

Section 7. Court Time

Any member of the bargaining unit who attends any session of Court in his capacity as a police officer at a time when he would not be regularly scheduled to be on duty shall be paid at time and one-half. A minimum guarantee of four (4) hours pay at time and one-half shall be granted in all cases where the time was less than four (4) hours except in the case where the four hour period overlaps with a scheduled shift at which time the officer will be paid according to the regular schedule during shift time.

Section 8. Group Life Insurance

The Town will furnish all members of the bargaining unit with Twenty Thousand Dollars (\$20,000.00) Life Insurance and Forty Thousand Dollars (\$40,000.00) Accidental Death Coverage on or off duty. Upon the employee's retirement, the Life Insurance will be reduced to One Thousand Dollars (\$1,000.00) and the Accidental Death Coverage will be discontinued.

Section 9. Health Insurance

For employees hired prior to 7/1/11, the Town's contribution to all health insurance plans shall Eighty Percent (80%) The Town's contributions to all health insurance plans shall be Seventy Percent (70%) for those hired after 7/1/11.

Section 10. Residency

Employees are not required to live within the boundaries of the Town of Lancaster but shall be required to live within fifteen (15) air miles of Lancaster Town Hall. An employee shall also be required to have a telephone in their residence and the number maintained on a list at the Police Station.

Section 11. Town agrees to pay for bargaining unit members' MA License to Carry a Firearm.

Section 12. Town agrees to pay for any mandated or approved (by the Chief) trainings that any member is required to attend.

Section 13. The Department, on a voluntary basis, will train and provide a less than lethal force option, specifically Tasers.

ARTICLE 26

RULES AND REGULATIONS

Section 1. The parties agree that they will meet to discuss implementation of new rules and regulations for the Police Department, subject to the parties' respective bargaining obligations under M.G.L. c. 150E.

Section 2. The Rules and Regulations of the Lancaster Police Department are those set forth in the "Manual of Rules and Regulations".

ARTICLE 27

STABILITY OF AGREEMENT

Section 1. The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the Town or the Union to future performance of any such term or condition, and the obligations of the Union or the Town to such. Future performance shall continue in full force and effect.

Section 2 The provisions of this Agreement supersede any conflicting or inconsistent rule or other regulation promulgated by the Department. In the event that any mandatory statute(s) (as distinguished from Permissive Statutes) relating to the members of the Police Department, provides or sets forth benefits or terms in excess of or more advantageous to the employee than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.

Section 3 Notwithstanding any other provisions of this Agreement to the contrary, it is expressly understood and agreed that an employee governed by this Agreement may bring to the attention of the Board of Selectmen through the grievance procedure all matters which fall within the scope of working conditions and work practices. A grievance filed under this shall not be subject to Step 4.

ARTICLE 28

SAVINGS CLAUSE

If any Article of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE 29

TERM OF AGREEMENT

This Agreement shall be in effect **July 1, 2023**, and shall continue in force through **June 30, 2025**, except as otherwise provided herein.

In the event negotiations begin for a modification of this contract and the parties fail to reach an agreement on or before the current expiration date, the contract shall remain in effect until a successor agreement is reached. IN

#END

WITNESS WHEREOF, the Agreement has been executed this ____ day of **December** in the Year **2023**.

FOR THE TOWN OF LANCASTER

**FOR THE UNION, MASSACHUSETTS
COALITION OF POLICE, LOCAL 203**

Kate Hodges, Town Administrator

Union President

FOR THE POLICE ADMINISTRATION

Union's Designated Lead Negotiator
(if different)

Chief Everett Moody