

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF WATERTOWN
AND
WATERTOWN POLICE ASSOCIATION**

The Town of Watertown and the Watertown Police Association hereby agree, subject to appropriation by the Town Council, to one (1) year and three (3) year collective bargaining agreements effective July 1, 2009 through June 30, 2010 and July 1, 2010 through June 30, 2013, respectively, which shall contain the same terms and conditions as the parties' most recent agreement, except as modified by the following:

One Year Agreement:

1. Duration: July 1, 2009 through June 30, 2010
2. Quinn Bill: For the period of July 1, 2009 – June 30, 2010, and notwithstanding the provisions of the parties' July 1, 2009 – June 30, 2010 collective bargaining agreement that is to be executed, the parties agree that employees who were eligible to receive Quinn Bill benefits under G.L. c. 41, §108L for said period shall receive a retroactive payment of one hundred percent (100%) of the benefit that was applicable to them for that period, e.g. 25% master's, 20% bachelor's, 10% associate's, minus any amounts that were already paid to them by the Town for that same period.
3. Wages: 0%
4. All employees who receive Quinn Bill benefits for Fiscal Year 2010 shall be required to forfeit on a one time basis either five (5) vacation days or twenty (20) sick days from their accrued leave balances. The choice between the deduction of vacation days or sick days shall be the employee's, however, the deduction of vacation days shall occur over FY 2011, 2012 and/or 2013 and the deduction of sick days shall be made prior to the freezing of the employee's sick leave buyback amount set forth in paragraph fifteen (15) below. If an employee wishes, he/she may elect to have deducted a proportionate mix of vacation days and sick days with one (1) vacation day being equivalent to four (4) sick days.
5. All officers who are assigned to administrative positions/schedules (non-patrol positions), the three (3) first half shift officers and the traffic officer will be utilized four (4) shifts per year per officer during or in lieu of, in the case of the first half officers and the traffic officer, their regular work shifts to backfill vacancies that occur in other divisions of the Police Department as determined by the Chief or his designee, including vacancies in patrol or administrative officer. For the first half officers and traffic officer, one week's notice will be provided. Effective June 30, 2013, the number of shifts per year per officer will be reduced to three (3). In the event the Commonwealth fully funds its half of the Quinn Bill in any contract year, this provision shall not be applicable for the year in which the full funding is to be received by the Town.

Three Year Agreement:

1. Duration: July 1, 2010 through June 30, 2013.
2. Quinn Bill/Education Incentive:

Replace Article 4, Section A with the following:

“The parties agree to establish the Watertown Police Association Educational Incentive Plan. The Town will continue to pay the full level of education incentive benefits set forth in such program, as summarized below, to employees currently participating in the Quinn Bill education incentive program under G.L. c. 41, §108L as it existed as of July 1, 2009, as well as to employees employed prior to July 1, 2009 who had begun to accumulate credit hours for degrees in law enforcement, criminal justice or law prior to September 1, 2009. The percentages associated with the Watertown Police Association Educational Incentive Plan are as follows:

- 10% for an Associate’s degree in law enforcement or criminal justice, or 60 points earned toward a Baccalaureate Degree in law enforcement or criminal justice.
- 20% for a Baccalaureate Degree in law enforcement or criminal justice.
- 25% for a Master’s Degree in law enforcement or criminal justice, or a degree in law.

*Qualifying degrees and credits will be the same as applied by the Massachusetts Department of Higher Education for Quinn Bill benefits as of June 30, 2009.

Future employees who transfer from another department where they had been included in an education incentive program pursuant to M.G.L. c. 41, §108L and were eligible to receive benefits under same shall be eligible for this education incentive program.

The parties acknowledge that the Town has previously accepted the provisions of Chapter 835 of the Acts of 1970, as amended, (M.G.L. c. 41, §108L). The education incentive benefit being provided under this contract is not intended to be in addition to the benefits the officer may be eligible to receive under §108L. Those employees who are eligible for payment under both §108L and the Watertown Education Incentive Plan shall receive the higher payment to which they are entitled, but not both. In no case shall an officer be entitled to receive from the Town education incentive payments that exceed in total the amounts that are expressly set forth above.

For officers who do not meet the eligibility criteria set forth above or under G.L. c. 41, §108L, they shall be entitled to receive an annual education incentive benefit as follows:

- \$3,500.00 for an Associate’s degree in law enforcement or criminal justice, or 60 points earned toward a Baccalaureate Degree in law enforcement or criminal justice.
- \$7,000.00 for a Baccalaureate Degree in law enforcement or criminal justice.

- \$8,750.00 for a Master's Degree in law enforcement or criminal justice, or a degree in law."

Replace Article 4, Section B with the following:

"Payments under Section A above shall be made weekly and shall be included in the base pay for computing injured pay, sick pay, vacation pay, holiday pay and night shift and weekend differentials. Education incentive benefits shall be considered by the Town as regular compensation for pension and retirement purposes."

Delete Article 4, Section C

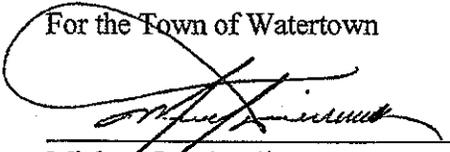
3. Wages:

- a. July 1, 2010 – 0%
- b. July 1, 2011 – 2 ½ %
- c. July 1, 2012 – 2 ½ %

- 4. Change due dates for all payments currently due on the first pay day in July and the first pay day in January to "by the end of the second full week in the month of July" and "by the end of the second full week in the month of January", respectively.
- 5. Forty (40) hour annual in-service training obligations will be met by employees on an on-line basis so as to eliminate overtime costs associated with such training.
- 6. Fifteen (15) minutes to be added to the beginning of each shift with no additional pay. It is understood that the addition of the fifteen (15) minutes will not affect the rate calculation for contractual overtime or other contractual benefits.
- 7. ARTICLE 10 – ASSOCIATION CONVENTION
Change "four (4)" to "three (3)".
- 8. ARTICLE 19, STEP 3 – GRIEVANCE PROCEDURE
Insert the words "within thirty (30) days thereafter" after the word "may" in the first sentence of the second paragraph.
- 9. ARTICLE 29, SECTION C – SICK LEAVE BUYBACK
All officers to be frozen at their sick leave buyback dollar amount calculated as of June 30, 2010, unless less than \$4,000.00, in which case they will be capped at \$4,000.00. Officers hired into the Department on or after July 1, 2010 to be capped at \$4,000.00.
- 10. ARTICLE 30, SECTION B – BEREAVEMENT LEAVE
Insert new sentence at end of section as follows:
"Officers utilizing bereavement leave shall not be eligible to work overtime or details until the calendar day that follows the last shift for which bereavement leave was taken."

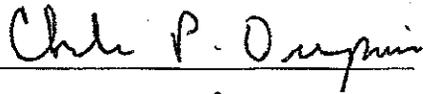
11. Officers hired on or after July 1, 2010 shall be required to wear Department issued vest at all times while on patrol.
12. Cell phone use policy as proposed by Town.
13. Civilians to assist Department with licensing work. This provision is intended to free bargaining unit members up to perform more traditional police functions and shall not be used as a means of eliminating bargaining unit positions. This does not replace the position of detective clerk.
14. All officers to be paid Quinn Bill/education incentive/longevity on weekly basis.
15. Details: Effective upon implementation of the CBA, increase detail rate to \$40.00. Effective July 1, 2011, increase detail rate to \$41.00.
16. Uniform allowance to be increased by \$150.00 on 7/1/11 and \$150.00 on 7/1/12.
17. Effective July 1, 2010, officers hired on or before July 1, 2010 shall be eligible to receive their 5th week of vacation beginning with the 1st day of their 17th year of service with the Department, instead of the 21st year.
18. Lateral hires – After three (3) years continuous employment with the Town, lateral hires will be credited with the number of years of service that they served in full-time police officer positions in other towns, but solely for the purpose of calculating the amount of their annual vacation leave allotment.
19. Longevity to be increased by \$300.00 at all years of service levels on 7/1/10, by \$300.00 on 7/1/11 and by \$300.00 on 7/1/12. (As is presently the case, officers who are eligible to receive an education incentive payment are not eligible to receive a longevity payment or any increases thereto.)
20. To the extent that the amount of Quinn Bill reimbursement funds that the Town received from the Commonwealth in FY 2009 was less than what the Town paid to eligible employees for the relevant period, the Town agrees that it will not seek to recover any overpayments that were made to employees for said period.
21. Details: Effective upon implementation of the CBA, increase premium for hours worked over 8 hours from \$5.00 to \$10.00.
22. ARTICLE 14, SECTION G
Effective upon implementation of the CBA, increase 80 hours to 84 hours and revise language throughout section to make it clear that the hour measurements are based on hours billed/paid as opposed to hours physically worked.

For the Town of Watertown

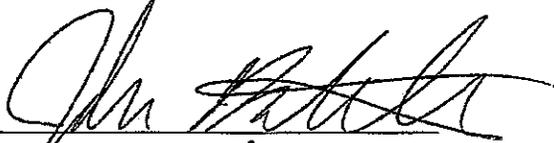

Michael J. Driscoll, Town Manager

Dated: 11/09/2010

For Watertown Police Association,


Chris P. O'Connell


Michael N. Martin


John F. Kelly


Keith Velazquez

Dated: 11-8-10

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