

**SIDE LETTER OF AGREEMENT BY AND BETWEEN
THE TOWN OF FOXBOROUGH AND
THE FOXBOROUGH POLICE ASSOCIATION, MASSCOP LOCAL 379**

WHEREAS, the Town of Foxborough (“Town”) is a municipality organized under the laws of the Commonwealth of Massachusetts;

WHEREAS, the Foxborough Police Association, MassCop Local 379 (“Union”), is the exclusive bargaining representative pursuant to G.L. c. 150E for uniformed members of the Foxborough Police Department;

WHEREAS, due to the current public health emergency regarding Coronavirus and its related disease, COVID-19, the increased workload of Foxborough police officers has severely limited the ability of police officers to utilize vacation leave;

WHEREAS, pursuant to the collective bargaining agreement between the Town and the Union, any vacation not used in a fiscal year is forfeited on June 30th of that year;

WHEREAS, the potential forfeiture of vacation leave due to the COVID-19 pandemic would be an unjust outcome under these circumstances; and

WHEREAS, the Town and Union (the “Parties”) wish to temporarily amend their collective bargaining agreement as it relates to annual vacation buyback and compensate employees for vacation leave that cannot be utilized due to the COVID-19 Pandemic;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree to the following:

1. Vacation Buyback: The Town agrees to a temporary, one-time amendment to the parties’ collective bargaining agreement to compensate bargaining unit members for unused accrued vacation time for Fiscal Year 2020, regardless of their years of service with the Foxborough Police Department. Such compensation shall be paid at the current rate of pay for vacation shifts. The employees and number of shifts eligible for such compensation are listed on Attachment A of this Agreement.
2. Non-Precedential: The parties agree that this Agreement shall apply only to the instant matter and shall not, either in whole or in part, serve as precedent in any other matter or dispute with the Town. Furthermore, this Agreement shall not create a precedent in any other matter between the parties. No party hereto shall introduce this Agreement into any other case for any reason at any time except to enforce its terms.
3. Voluntary Execution: The Parties acknowledge that they have thoroughly read this Agreement, that they understand it, and that they are entering into it on their own free will.
4. Severability: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts,

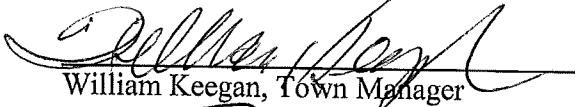
terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.

5. Interpretation and Enforcement of Agreement: This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and may be enforced only in and by the courts located in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over this matter.

6. Completeness of Agreement; Integration: This Agreement, executed in duplicate and each copy of which shall be considered an original, contains all of the terms and conditions agreed upon by the parties with reference to the subject matters contained herein. Except as set forth herein, no other agreement, oral or otherwise, will be considered to exist or to bind any of the parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and any of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be supplemented, rescinded, waived, modified or amended, except by a written instrument signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

For the Town of Foxborough:

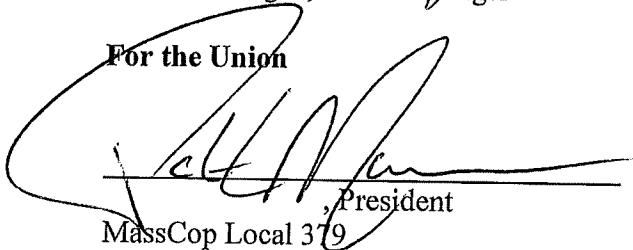


William Keegan, Town Manager

6/15/2020

Date

For the Union



President
MassCop Local 379

6-4-2020

Date