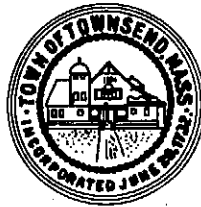


AGREEMENT BETWEEN
TOWN OF TOWNSEND MASSACHUSETTS



and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFSCME COUNCIL 93,
LOCAL 3470, POLICE UNION
7/1/2013 – 6/30/2016**

**FOR THE TOWN of TOWNSEND
Board of Selectmen:**

Sue Lizio
Carolyn M. Mord

Date signed: 2 / 11 / 14

FOR THE UNION:

Henry D. [Signature]
Kimberly M. [Signature]
[Signature]

Date signed: 2 / 10 / 14

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Agreement entered into by the Town of Townsend, hereinafter referred to as the employer or the Town, and AFSCME, Council 93 Local 3470, hereinafter referred to as the Union.

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or commonwealth law or statute, such provisions shall be considered null and void and shall not be binding on the parties hereto: In such an event the remaining provision of this agreement shall remain in full force and effect.

ARTICLE 1 - RECOGNITION

- 1-01 The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full time police officers who have satisfactorily completed the statutorily required basic police training academy.
- 1-02 The employer will not aid or abet, promote or finance any other labor group, organization, or individual which purports to engage in collective bargaining, or make any agreement with any such group, organization, or individual for the purpose of undermining the union or changing any conditions contained in this agreement.

ARTICLE 2 - EMPLOYMENT SECURITY

- 2-01 The employer agrees not to discriminate in any way whatever against an employee of the Police Department who is properly a member of the approved collective bargaining unit because he/she is a member of the union, or because they concern themselves, either personally or in concert with other members of the union, with any legitimate activity of the union, as long as it does not impede the efficient performance of the Police Department.

ARTICLE 3 - DUES & AGENCY RIGHTS

- 3-01 The employer agrees to deduct the union dues once each month from the pay of the employees who individually request in writing that such deductions be made.
- 3-02 The employer shall require as a condition of employment, during the life of this collective bargaining agreement, that an employee who chooses not to be a member of the union make payment of a service fee to the union as a contribution towards the administration of this agreement in accordance with the provisions of the M.G.L. C. 150E commencing on or after the thirtieth (30th) day following the beginning of his employment or the effective date of this agreement, whichever is later.
- 3-03 The Union agrees to indemnify the employer and hold it harmless from any and all claims of whatever nature relating to dues and agency service fee deductions which might arise following postage of the dues and fees by United States first class mail.

AUTHORIZATION OF PAYROLL DEDUCTION:

BY: _____
Name of Employee

TO: _____
Name of Employer

Effective _____, I hereby authorize you to deduct from my earnings each payroll period in the amount of \$ _____.

This amount shall be paid to the Treasurer of Local Union No. _____ and represents payment of my union dues.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of my employment.

ARTICLE 4 - MANAGEMENT RIGHTS

4-01 Except as modified any specific language of this agreement, the Town, the Board of Selectmen, and the Chief of Police reserve and retain all of the lawful powers and customary rights of municipal management. The rights retained include, but are not limited to the following: to hire, promote, assign and discipline employees, to abolish or create positions, to approve requests for vacations and personal days, to formulate and implement reasonable rules, regulations and policies for the operation of the Police Department, to determine the level of the work force, and to make all other decisions reasonable related to the efficient and orderly operation of the Police Department.

ARTICLE 5 - HOURS OF WORK

5-01 The work week will consist of the following: four consecutive days will be worked at eight (8) hours and thirty-five (35) minutes per shift each day. Then the following two (2) full days will be taken off. This is known as the four and two workweek, and it will average slightly over forty (40) hours per week, every six-week cycle.

5-02 Employees may end their shift as soon after completion of the eight (8) hours as they are released from duty by the Senior Officer on the shift. The decision to release shall be made on an officer by officer basis at the sole discretion of the Chief or Senior Officer on the shift.

5-03 The Chief has the option of assigning the Court Officer, the Detective, and the School Resource Officer to a work week of five (5) consecutive days worked at eight (8) hours per day, with the following two consecutive days off. In the event the Chief decides to change the shift of an officer assigned to any such specialty position from a so-called 4 & 2 shift to a so-called 5 & 2 shift, or vice versa, or the starting time to be worked as part of the shift assignment, the Chief shall provide

the officer effected by the change with prior notice of at least fourteen (14) days. The Chief has the management prerogative and discretion to make or eliminate, in whole or in part, all specialty duty assignments; provided, however, that if two officers are in the Chief's determination equally qualified for the specialty duty assignment, seniority will be the tie-breaking consideration, and provided further that any such determination by the Chief will be aggrieved only to the Board of Selectmen step of the grievance procedure and will not be subject to arbitration. The Chief will post notice of an available specialty duty assignment, together with the necessary qualifications for the position, at least fourteen (14) days prior to filling the position. Officers assigned to such specialty duties are still required to perform regular police officer duties as may be assigned by the Chief.

ARTICLE 6 - REST PERIODS

- 6-01 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- 6-02 Employees who are required by management to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 7 - MEAL PERIODS

- 7-01 All employees shall be granted a meal break during each work shift. Whenever possible, the meal period shall be scheduled one-half (1/2) hour at the middle of each shift. The officer will remain available during such period.

ARTICLE 8 - SENIORITY

- 8-01 Seniority will be defined as continuous years of service in the Townsend Police Department from the date of original employment as a full-time officer.
- 8-02 In case it is necessary to reduce the force, the least senior officer in the rank will be laid off first.
- 8-03 Seniority will be the basis for temporary upgrading to the next highest rank.
- 8-04 A seniority list will be posted on the bulletin board.
- 8-05 Seniority shall not be broken by vacation time, sick time, injury time sustained while on or off duty, unlawful suspension from duty, or if an officer is drafted in military service or called up into the Reserves or National Guard.
- 8-06 If a vacancy exists in a position within the bargaining unit and the Selectmen intend to fill such vacancy, the only factors in determining which (if any) employee will be promoted are the requirements of the position, performance, qualifications,

seniority, oral review board, written examination, personnel records and job experience.

- 8-07 Badge numbers will be issued in accordance with seniority with the lowest number being assigned to the most senior officer. In case of retirement, death or termination, the badge and badge number will retired.
- 8-08 Notwithstanding the provisions of the Family and Medical Leave Act (FMLA), an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of such leave.

ARTICLE 9 - SICK LEAVE

- 9-01 Employees shall accrue sick leave at the rate of one and one quarter (1 ¼) days for each month of continuous employment. Employees may accumulate up to a maximum of one hundred fifty (150) days of unused sick leave.
- 9-02 If an employee is required to submit medical evidence for a period of absence of less than three (3) days, he/she shall be so notified in writing. Such notification shall include the reason therefore. If such medical evidence is required, it shall be paid for by the Department insofar as the actual cost thereof is not covered by the employee's health insurance.
- 9-03 Each year three (3) sick leave days may be used in the case of serious illness of a parent, spouse or child where the presence of the employee is required. At the discretion of the Chief of Police, additional sick leave days up to a maximum of three (3) additional days may be used in case of a serious illness of a parent, spouse or child.
- 9-04 As of July 1, 2010, a sick bank shall be created in which sick days in excess of 150 days accumulated by any Union employee are placed. A committee of three (3), two (2) members as chosen by the Union and a management representative as chosen by the Police Chief, shall be responsible for granting sick time to an employee who is in need due to injury or illness. No more than a year's worth of sick leave may be granted to any one employee in a five-year period. It is understood that an employee must use all available sick, personal, and vacation time before he or she can be eligible for such sick time.

Family and Medical Leave Act

The Town abides by the terms of the Family Medical Leave Act of 1993 ("FMLA"). In accordance with the Action, the Town will provide eligible employees up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

- to care for an immediate family member (spouse, child or parent) with a serious health condition;

- to care for the employee's own serious health condition including pregnancy related disability.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves with in-patient care at a health care facility or continuing treatment by a health care provider.

To be eligible for leave under the new law, an employee must be employed by the Town for at least twelve (12) months and have worked at least 1,250 hours within the previous twelve (12) month period. The Twelve (12) month period for determining use of leave under the regulations will be calculated on a rolling calendar, commencing on the first days of leave.

Employee seeking to request time under FMLA or for additional information regarding this act should contact the Office of the Town Administrator.

Massachusetts Maternity Leave Act ("MMLA")

Female employees may also be eligible under MMLA as follows:

Whenever a female employee becomes pregnant, she shall furnish the Town with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. This leave shall commence with the birth of her child and extend for a period eight (8) weeks. The leave shall be granted for a newborn child, newly adopted child under eighteen (18) years of age, or a child under twenty three (23) years of age who is physically or mentally disabled.

(Note: If employee has accrued sick time, the sick leave benefits should run concurrent with the above leaves.)

- 9-05 Up to four (4) days of accumulated sick leave can be donated per member, per year, to another member/employee who is in need of this time because of injury or illness at the discretion of the Chief of Police.
- 9-06 Employees who take no sick leave for a three (3)-month period shall be credited with a sick leave incentive day in the form of a personal day which must be taken within the fiscal year in which it is earned, except for the day earned in the last quarter which may be carried over and used within the first quarter of the next fiscal year.

ARTICLE 10 - BEREAVEMENT LEAVE

- 10-01 In the event of the death of an employee's spouse, child, parent, parent-in-law, brother, sister, grandparent or grandchild, domestic partner, step parent, step child, family member for whom the employee is sole provider subject to proof of legal

guardianship, and any relative living in the employee's household the employee shall have leave with pay on all days he was scheduled to work within five (5) calendar days beginning with the day of the death. The employee may defer up to three (3) working days in order to attend to subsequent burial, memorial service, or other estate related issues.

Each employee shall receive up to two (2) working days with pay for the wake and funeral of a brother in-law, sister in-law, niece, nephew, aunt or uncle. Up to one (1) working day with pay shall be granted for the wake and funeral of a current employee working for the Town of Townsend.

ARTICLE 11 - VACATION

11-01 Vacation period shall be defined as a minimum of four (4) days taken consecutively; one to three (3) days vacation will be considered "Vacation Days".

11-02 Each employee shall be eligible for paid vacation time after six months of service with the employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually based upon the following schedule.

One Year: One week (5 working days)

Two Years: Two weeks (10 working days)

Five Years: Three weeks (15 working days)

Ten Years: Four weeks (20 working days)

Over Ten Years to Twenty-Five Years: One additional vacation day for each year over 10 years service up to a maximum of 5 weeks (25 working days) vacation after 15 years service.

Twenty-Five Years: One additional vacation day for each year starting at 25 years for a maximum of 6 weeks (30 working days) vacation after 29 years service.

11-03 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period.

11-04 Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period.

11-05 No more than one employee on each shift may be on vacation at any time. Vacation requests will be made and granted on the basis of seniority, subject to the approval of the Chief of Police, whose approval will not be unreasonably withheld.

- 11-06 Unused vacation will be paid to an employee when leaving the department, or in the event of the employee's death the unused vacation will be paid to his/her estate.
- 11-07 Vacation time is taken annually between July 1st through June 30th. Up to three (3) weeks unused vacation time may be carried over to the following fiscal year. Other unused vacation shall be forfeited.
- 11-08 Any employee who has used three (3) or less sick days in a fiscal year will be granted two (2) additional vacation days in the following fiscal year. Any employee who has used four (4) or five (5) sick days in a fiscal year will be granted one (1) additional vacation day in the following fiscal year. Vacation earned pursuant to this paragraph is earned for one (1) year only, and employees must qualify for such additional days on an annual basis.

ARTICLE 12 - HOLIDAYS

- 12-01 The following days, or days observed as such, shall be recognized as paid holidays:

New Years Day	Washington's Birthday
Patriot's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	

- A. All Union members receive eight (8) hours of holiday pay for all predetermined Holidays.
- B. If an employee works on a Holiday, the employee receives an additional days pay also consisting of eight hours for a total of sixteen (16) hours straight time for the day.
- C. If an employee works on the six "big" (Christmas, Thanksgiving, New Years Day, Independence Day, Labor Day and Memorial Day) holidays, the employee receives the eight (8) hours of holiday pay plus time and one-half (12 hours) straight time pay for the day.
- 12-02 If there are two officers scheduled to work on the same shift on a holiday and if the Chief determines that only one officer is required on that shift, then one officer may be permitted to have the day off. If both wish the day off, then senior officer will prevail. The officer who has the day off will be paid holiday pay only. The second time, the less senior officer will prevail and then the two will alternate. In the event of a conflict between officers, the decision will be based on the following order: rank, time in rank, time in service.

ARTICLE 13 - SALARY SCHEDULE

13-01 Employees shall be classified as Patrol Officers or Sergeants.

13-02 Shifts defined as follows:

As of July 1, 2010, shifts shall be defined as follows:

Day Shift:	0700 to 1535 hours
Second Shift:	1500 to 2335 hours
Third Shift:	2300 to 0735 hours

The day shift rate for patrolmen is as follows:

Years of Full-time Employment in Townsend	<u>July 1, 2013 to June 30, 2014</u>		
	Per Week	Per Hour	Per Year
Recruitment	\$828.40	\$ 20.71	\$ 43,077.
Over 1 year	\$863.60	\$ 21.59	\$ 44,907.
Over 2 years	\$992.80	\$ 24.82	\$ 51,626.
Thereafter	\$1026.00	\$ 25.65	\$ 53,352.

Years of Full-time Employment in Townsend	<u>July 1, 2014 to June 30, 2015</u>		
	Per Week	Per Hour	Per Year
Recruitment	\$884.80	\$21.12	\$43,930.
Over 1 year	\$880.80	\$22.09	\$45,802.
Over 2 years	\$1012.80	\$25.32	\$52,666.
Thereafter	\$1046.40	\$26.16	\$54,413.

Years of Full-time Employment in Townsend	<u>July 1, 2015 to December 31, 2015</u>		
	Per Week	Per Hour	Per Year
Recruitment	\$853.20	\$21.33	\$44,366.
Over 1 year	\$889.60	\$22.24	\$46,259.
Over 2 years	\$1022.80	\$25.57	\$53,186.
Thereafter	\$1056.80	\$26.42	\$54,954.

Years of Full-time Employment in Townsend	<u>January 1, 2016 to June 30, 2016</u>		
	Per Week	Per Hour	Per Year
Recruitment	\$861.60	\$21.54	\$44,803.
Over 1 year	\$898.40	\$22.46	\$46,717.

Over 2 years	\$1033.20	\$25.83	\$53,726.
Thereafter	\$1067.20	\$26.68	\$55,494.

13-03 The day shift rate will be paid to:

- A. Patrol officers working the day shift as their regular assignment.
- B. A patrol officer temporarily assigned to days.

13-04 The second shift rate is four (4) percent higher than the day shift rate:

<u>July 1, 2013 to June 30, 2014</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$861.60	\$21.54	\$44,803.
Over 1 year	\$898.00	\$22.45	\$46,696.
Over 2 years	\$1032.80	\$25.82	\$53,706.
Thereafter	\$1066.40	\$26.66	\$55,453.

<u>July 1, 2014 to June 30, 2015</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$878.80	\$21.97	\$45,698.
Over 1 year	\$916.00	\$22.90	\$47,632.
Over 2 years	\$1053.60	\$26.34	\$54,787.
Thereafter	\$1087.60	\$27.19	\$56,555.

<u>July 1, 2015 to December 31, 2015</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$887.60	\$22.19	\$46,155.
Over 1 year	\$925.20	\$23.13	\$48,110.
Over 2 years	\$1064.00	\$26.60	\$55,328.
Thereafter	\$1098.40	\$27.46	\$57,117.

<u>January 1, 2016 to June 30, 2016</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$896.40	\$22.41	\$46,613.
Over 1 year	\$934.40	\$23.36	\$48,589.
Over 2 years	\$1074.80	\$26.87	\$55,890.
Thereafter	\$1109.20	\$27.73	\$57,678.

13-05 The second shift rate will be paid to:

- A. Patrol officers working the second shift as their regular assignment.
- B. A patrol officer temporarily assigned to the second shift.

13-06 The third shift rate is 6.25% higher than the day shift rate:

<u>July 1, 2013 to June 30, 2014</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$882.80	\$22.07	\$45,906.
Over 1 year	\$920.40	\$23.01	\$47,861.
Over 2 years	\$1058.40	\$26.46	\$55,037.
Thereafter	\$1090.40	\$27.26	\$56,701.

<u>July 1, 2014 to June 30, 2015</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$900.40	\$22.51	\$46,821.
Over 1 year	\$938.80	\$23.47	\$48,818.
Over 2 years	\$1079.60	\$26.99	\$56,139.
Thereafter	\$1112.40	\$27.81	\$57,845.

<u>July 1, 2015 to December 31, 2015</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$909.60	\$22.74	\$47,299.
Over 1 year	\$948.00	\$23.70	\$49,296.
Over 2 years	\$1090.40	\$27.26	\$56,701.
Thereafter	\$1123.60	\$28.09	\$58,427.

<u>January 1, 2016 to June 30, 2016</u>			
Years of Full-time Employment in Townsend	Per Week	Per Hour	Per Year
Recruitment	\$918.80	\$22.97	\$47,778.
Over 1 year	\$957.60	\$23.94	\$49,795.
Over 2 years	\$1101.20	\$27.53	\$57,262.
Thereafter	\$1134.80	\$28.37	\$59,010.

13-07 The third shift rate will be paid to:

- A. Patrol officers working the third shift as their regular assignment.

B. A patrol officer temporarily assigned to the third shift.

13-08 If a patrol officer is held over to work overtime or is called back to work overtime, it will not change the base rates during such overtime.

13-09 The rate of pay for Sergeants will be fifteen (15) percent higher than for patrol officers.

July 1, 2013 to June 30, 2014

	Per Week	Per Hour	Per Year
Day Shift Sgt.	\$1178.80	\$29.47	\$61,298.
Second Shift Sgt.	\$1224.80	\$30.62	\$63,690.
Third Shift Sgt.	\$1252.40	\$31.31	\$65,125.

July 1, 2014 to June 30, 2015

	Per Week	Per Hour	Per Year
Day Shift Sgt.	\$1202.40	\$30.06	\$62,525.
Second Shift Sgt.	\$1249.20	\$31.23	\$64,958.
Third Shift Sgt.	\$1277.60	\$31.94	\$66,435.

July 1, 2015 to December 31, 2015

	Per Week	Per Hour	Per Year
Day Shift Sgt	\$1214.40	\$30.36	\$63,149.
Second Shift Sgt	\$1261.60	\$31.54	\$65,603.
Third Shift Sgt.	\$1290.40	\$32.26	\$67,101.

January 1, 2016 to June 30, 2016

	Per Week	Per Hour	Per Year
Day Shift Sgt.	\$1226.40	\$30.66	\$63,773.
Second Shift Sgt.	\$1274.40	\$31.86	\$66,269.
Third Shift Sgt.	\$1303.20	\$32.58	\$67,766.

13-10 The shift rate which will be paid to Sergeants will be determined the same way as for patrol officers (see 13-03A, 13-05A, 13-07A).

13-11 Any employee who has been temporarily assigned to assume the duty of officer-in-charge in the absence of the Police Chief and Lieutenant shall receive fifteen (15) percent differential pay from the time the employee assumes the duty until such time the employee is relieved of this responsibility.

- 13-12 Effective July 1, 2013, each employee who successfully completes all required certifications shall receive a lump sum stipend of Five Hundred (\$500.00) Dollars payable in a single check on June 30 of each fiscal year.
- 13-13 Effective July 1, 2013, employees agree to the use of electronic pay advices and mandatory direct deposit.

ARTICLE 14 - OVERTIME

- 14-01 Employees covered by this agreement shall be paid overtime at the rate of time and one-half (1-1/2) their regular hourly pay rate for work in excess of his/her normal work week. Overtime hourly rate of pay shall include the regular rate of pay plus additional compensation as defined by the F.L.S.A. statute. Examples of compensation included in regular rate of pay: longevity pay, educational bonus or incentives and any shift differentials. Uniform allowances are excludable from the regular rate of pay.
- 14-02 Whenever possible, all overtime shall be assigned to employees by a seniority basis that is equally distributed, with full time officers having priority to part time officers.
- 14-03 The distribution of overtime shall be governed by a list with senior officers appropriately listed. When an officer refuses overtime, their name goes to the bottom of the list. All employees shall be scheduled to work on shifts, and each shift shall have a regular starting and quitting time. Employees shall be given a reasonable notice of any change in their work schedule.
- 14-04 An employee, subsequent to working an overtime assignment, may request compensatory time off as ("comp time") in lieu of overtime pay under the following guidelines:
- A. Straight time comp time may be allowed within the same pay period.
 - B. Comp time at time and one-half the hours worked or pay at time and one-half time hours worked may be allowed for hours worked outside the same pay period.
 - C. Compensatory time shall be requested in writing prior to an employee working outside his/her regularly scheduled shift, however, the Chief of Police or his/her designee may waive this requirement.
 - D. Allowing compensatory time will be at the discretion of the Chief of Police or his/her designee. Eligible officers may accumulate up to 36 hours of compensatory time at any one time during the fiscal year.

- E. The decision on whether or not to grant compensatory time will be based on the best interest of the Townsend Police Department and the Town of Townsend.
 - F. Officers working the third shift shall receive overtime pay for hours worked, but shall not be eligible for compensatory time.
 - G. Officers working the first or second shifts shall have the choice, consistent with the provisions of Paragraphs A through E, of receiving overtime pay or compensatory time for overtime worked.
 - H. Officers may not carry compensatory time from one fiscal year to the next. In the last payroll of a fiscal year, payment commensurate with the value of the compensatory time shall be made to an officer unable to use the accumulated compensatory time earned but not taken during the fiscal year.
- 14-05 No officer shall work in excess of twenty-four (24) hours of overtime and/or overtime details in any four (4) day shift.
- 14-06 As of July 1, 2013, it is understood that "hours worked" in computing overtime shall include vacation pay and personal leave and shall not include sick leave and holiday pay when calculating overtime pay. One exception shall apply: if an officer has used any vacation pay, personal leave, sick leave, or holiday pay before being ordered in accordance with Article 16 then this time shall be factored into the overtime calculation for work in excess of the normal work week; this will not be the case should such time be used by the employee after being ordered in.

ARTICLE 15 - OVERTIME CALL IN

- 15-01 When an officer is working his or her shift and is due to be relieved by another officer, but for some reason or other the officer due in calls the chief or his designated representative to inform him/her that he/she is not coming in to work, the officer on duty shall have the option of working the extra eight (8) hours, or four (4) hours, or none of it, but in no event will any officer work in excess of twenty-four (24) hours of overtime within a four (4) day work shift. If the officer refuses any part or all of the shift, the Chief or his designated representative shall telephone the most senior officer etc. This shall be considered a shift worked for the purpose of rotation. At no time will a reserve, part time or auxiliary officer be called in, until all full time officers are called first. A reasonable effort shall be made by the Chief or his/her designated representative to reach the senior officer first, etc.

ARTICLE 16 - CALL BACK WAGES

- 16-01 "Call-Back" applies to situations in which an employee is called back to work directly for the Police Department and shall not include working for other organizations.

- 16-02 If an employee is called back to work, he/she shall be paid at the rate of time and one-half his/her regular hourly rate for all time worked that is outside of the employee's normal work week. In the event the call back does not continue into the employee's regularly assigned shift, he/she shall receive a minimum of four hours pay at time and one-half his/her regular hourly rate. Regular hourly rate of pay is defined as the regular rate of pay plus additional compensation as defined by the F.L.S.A. statute.

ARTICLE 17 - COURT TIME

- 17-01 An employee who is required to be in attendance at any court hearing (including hearings before the Registry of Motor Vehicles or other government agencies) as part of their duties at a time when they are not scheduled to be on duty shall receive additional compensation at the rate of one and one half (1 ½) times their regular hourly rate.
- 17-02 Such compensation will include necessary time in traveling to the hearing and back.
- 17-03 In no event shall the employee receive less than four (4) hours pay.

ARTICLE 18 - GRIEVANCE PROCEDURE

18-01 Definitions

- A. A "grievance" is a claim by an employee or the union that there has been a violation, misinterpretation, or misapplication of specific terms of the agreement.
- B. "Days" shall mean all days except Saturday, Sunday and Holidays.

18-02 Step 1

- A. The aggrieved employee, with or without the union steward and/or representative shall present the grievance to the Chief in writing within five (5) days of the incident upon which the grievance is based or within five (5) days after the grievant knew or should have known of the incident. The Chief shall adjust the grievance at once or within three days, schedule a hearing that will be held no later than fourteen (14) days after the date of scheduling and after said hearing shall respond in writing within five (5) days of the hearing.
- B. When a grievance is filed by an employee without the union steward or representative, the local union chairman shall be notified and if a hearing is to be held he/she may designate a representative who shall be given the opportunity to be present at this time. Whether or not the union avails itself of this right, the disposition of this grievance shall not be inconsistent with the terms of this agreement.

18-03 Step 2

If no satisfactory resolution is forthcoming from the Chief within five (5) days after said hearing, the employee may appeal in writing to the Board of Selectmen within five (5) days. The Board of Selectmen shall respond within ten (10) days after receipt of the written appeal.

18-04 Step 3

If the grievance has not been settled by Step 2, either party may refer it to arbitration within fifteen (15) days of the disposition or the time for responding under Step 2. If an arbitrator cannot be agreed upon, the parties will submit the matter to the American Arbitration Association for selection in accordance with its procedure. The decision of the arbitrator, within the scope of his authority, shall be final and binding on the parties: provided that the arbitrator shall have no power to modify, amend or alter the agreement, the expense of the arbitrator shall be born equally, by the parties.

18-05 Miscellaneous

- A. The above procedure shall not apply to temporary employees who have been continuously employed by the employer in the same position for less than nine (9) months.
- B. By agreement of both parties, a meeting will be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting.
- C. Failure to file a grievance within the specified time or failure to appeal to the next step of the procedure within the specified times shall constitute a waiver on the grievance.
- D. In case the employer fails to meet the time limits defined above, the grievance shall proceed to the next step.

ARTICLE 19 - DISCIPLINE & DISCHARGE

19-01 Disciplinary action or measures shall include only the following: Oral reprimand, written reprimand, suspension and discharge.

19-02 Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibility as an employee.

19-03 If the employer has reason to reprimand an employee it shall, when possible, be done in a manner that will minimize embarrassment of the employee before other employees or the public.

19-04 Notice of suspension shall be given in writing.

19-05 The employer will not discharge an employee except for just cause.

- A. Before discharging an employee the employer will first suspend the employee for five days.

- B. The employer will notify the employee and his steward in writing of such suspension and that the employee is subject to discharge.
- 19-06 Any disciplinary action against an employee may be grieved upon the bases of an alleged violation of the contract. A copy of step one grievances are to be sent to the Selectmen's office.
 - A. In the case of suspension or discharge the grievance shall immediately go to the Third Step.
- 19-07 In the event that an arbitrator determines that an employee who has successfully completed his nine month probationary period has been unjustly suspended or discharged, the arbitrator shall have the authority to provide full relief, whether full back pay, partial back pay, or otherwise.

ARTICLE 20 - EXTRA DETAILS

- 20-01 There are two types of details available to officers of the Police Department: Town details, which are details paid by the Town government bodies including the Water Department and School District, and outside (private) details, which are paid by all other groups, individuals, corporations, or organizations including contractors hired by Town government bodies. The rate of pay for Town details shall remain the overtime rate as determined in accordance with the FLSA. The rate of pay per hour for outside details will be **\$48.00** per hour.
- 20-02 On all extra details there will be a guaranteed minimum of four (4) hours.
- 20-03 On outside details officers will be entitled to a full eight hours of pay in those cases where they return after a meal break and are dismissed early. Officers will be paid time and one-half the detail rate for all hours worked in excess of eight hours on outside details, except for details paid for by the Town, the Water Department, and the School District.
- 20-04 The assignment of extra detail work will be distributed equally among full-time officers.
- 20-05 The Town agrees to establish a revolving fund of monies according to Chapter 44, Section 53C of the Massachusetts General Laws, and pay the Police Officers the following pay day for any details worked subject to the availability of funds in such revolving account.
- 20-06 Retired Townsend, full-time officers with police powers who are in good standing and not on medical disability shall be allowed to work police details. They shall have seniority over reserve officers in the determination of detail assignments.

20-07 It shall be the policy of the Town to require use of officers for all extra detail work done in Town. This requirement will apply to State agencies having projects involving extra detail work in Town to the extent as allowed by State law.

20-08 Consistent with current practice, the Police Chief will make patrol cars available when the situation merits for extra detail work done by officers.

ARTICLE 21 - MAINTENANCE OF EQUIPMENT

21-01 The employees shall bring to the attention of the employer in writing any equipment not in safe or healthful condition. Any equipment not in safe or healthful condition thus brought to the attention of the employer shall be taken out of service until it is repaired or replaced. In this way, the employer shall maintain all equipment operated or used by the employees in a safe and healthful condition.

ARTICLE 22 - CLOTHING, EQUIPMENT & TRAINING ALLOWANCE

22-01 The Town agrees to reimburse officers for expenditures of clothing and equipment in each fiscal year as follows: \$1,100.00 for FY 11, \$1,150.00 for FY 12, and \$1,200.00 for FY 13.

22-02 The Town agrees to reimburse first year officers for expenditures for clothing and equipment in the amount of **\$500.00 over the existing clothing allowance.**

22-02 The Town agrees to reimburse the Detective an additional **\$800.00** for expenditures of court attire above what the employee would otherwise be qualified to receive.

22-03 Any change in uniform will be paid for by the Town.

22-04 In order to qualify for reimbursement, clothing and/or equipment must be from a list issued by the Chief, or approved in advance by the Chief, which approval shall not be unreasonably withheld.

22-05 All employees shall submit original receipts for clothing and equipment reimbursements. Exemptions due to irregular or extraordinary circumstances may be allowed at the discretion of the Town Accountant.

22-06 The Town agrees to waive the repayment of the police academy training fee provided that the officer signs a written agreement with the Town that if they do not continue employment with the Town of Townsend for at least **eighteen (18) months**, they will reimburse the Town the fee on an eighteen month prorated basis.

ARTICLE 23 - IN-SERVICE TRAINING

23-01 Definition of In-Service Training shall be any training conducted by the employer regardless of time duration, other than recruit training.

- 23-02 The employer agrees to provide a reasonable amount of time during regular working hours to permit employees to keep abreast of any changes in law and procedures and to provide an In-Service Training program for this purpose.
- 23-03 The employer agrees to make available materials which it has which will permit employees to keep abreast of changes in law and procedures.

ARTICLE 24 - HEALTH & WELFARE

- 24-01 The employer agrees to provide Blue Cross/Vital Insurance Protection Plan 2000 (V.I.P. 2000) or any other insurance plan offered by the Town of Townsend, and, further, agrees to pay 85% of the cost.
- 24-02 The employer agrees to offer the same health insurance plans as provided to other eligible employees.
- 24-03 The employer agrees to reimburse the employee the total sum of **\$150.00** per year, payable on or about the first week of July and January in equal sums of **\$75.00**, toward membership in an established facility at a health and fitness program with the approval of the Chief of Police. The employee must submit a receipt of the original payment along with documentation of a minimum of 70% attendance for a period of twenty-six (26) weeks based on three (3) visits per week.
- 24-04 Subject to appropriation at Town Meeting, the Town will hire an experienced health care consultant to estimate the present and future costs to the Town of contributing to retirement health care premiums of Town employees, including those of the Police Union.

ARTICLE 25 - DRUG AND ALCOHOL TESTING

- 25-01 Scope
All members of the bargaining unit are subject to the provisions of this Article.
- 25-02 Definitions
All terms used in this Article shall be construed in accordance with the Definitions published by the United State Department of Transportation
- 25-03 Prohibited Alcohol and Controlled Substance Related Conduct
- a.) Reporting for duty and/or remaining on duty while having a blood alcohol concentration greater than 0.00 and/or while testing positive for any controlled substance. Any employee called back for overtime after having left work may decline the overtime without being subject to discipline if he believes that he would violate this prohibition by reporting back to work, and so informs the employer. Employees who are taking over the counter and/or prescription drugs which may produce a positive test result are expected to inform the employer of their use of such drugs at the time the prescription is first given by their doctor or when they begin to use the over the counter drugs.
 - b.) Possessing alcohol and/or controlled substances while on duty.

- c.) Consuming alcohol or using any controlled substance while on duty, including at lunch or during breaks.
- d.) Refusing to submit to an alcohol and/or controlled substance test required by the post-accident, random, reasonable suspicion and/or follow-up testing requirements contained in Federal and/or State regulations and/or this Article and/or to cooperate with or follow the instructions of the person(s) designated by the Board to administer any such test.
- e.) Using alcohol within eight (8) hours of an accident and/or prior to undergoing a post-accident alcohol test, whichever comes first.

25-04 Required Testing

All bargaining unit members are required to submit to drug and alcohol tests under any of the following circumstances:

- a.) All new employees prior to performing any duties on their first day on the job.
- b.) Any employee operating a motor vehicle involved in an accident while on duty which resulted in a fatality and/or the issuance of a citation and/or criminal complaint to said employee for a moving traffic violation arising out of said accident.
- c.) Any employee directed to take such a test as a result of any random testing program mandated by Federal and/or State regulations and/or this Article.
- d.) Any employee about whom the Police Chief, Police Lieutenant, and/or any other person or person(s) designated by the Police Chief has a reasonable suspicion that said employee has and/or is violating the prohibitions set forth in this Article.
- e.) All tests conducted pursuant to this section will be done by a person(s) and/or facilities designated by the Board of Selectmen at the Town's expense. An employee may have a Union Representative present during the test if he/she so desires, provided that no test shall be delayed more than two (2) hours as a result of said request.
- f.) Failure by a unit member to submit to an exam required by this section within two (2) hours of being ordered to do so and/or to cooperate with or follow the instructions of the person(s) designated by the Board to administer any such test will be deemed to be insubordinate unless such requirements are waived in writing by the Board of Selectmen or its designee.

25-05 Results of Prohibited Conduct

- a.) Any member of the bargaining unit may be disciplined, subject to the applications of just cause principles, up to and including discharge for engaging in conduct prohibited by this Article.
- b.) In addition to any discipline which may be imposed, no employee may continue to work if found to have a blood alcohol level greater than 0.00 and/or if found to be under the influence of a controlled substance. Any such employee will be immediately relieved of duty without pay until he/she passes a "return to duty" test for alcohol with a blood alcohol level of 0.00 and/or test negative for controlled substances.

- c.) "Return to Duty Tests" for alcohol and/or controlled substances will be conducted by a person(s) and/or facility designated by the Town at the expense of the Employee.
- d.) In addition to a "return to duty" test, as a condition of continued employment, any such employee shall also be evaluated by a substance abuse professional designated by the Town and complete any assistance program designated by said professional. The cost of said evaluation and/or program shall be born by the Employee.
- e.) Any employee who has engaged in conduct prohibited by this Article shall be subject to random unannounced drug and/or alcohol tests for twelve (12) to sixty (60) months following such prohibited conduct. Said tests will be conducted by person(s) or facilities designated by the Town at the Town's expense.

25-06 The employer will continue the Employee Assistance Program at its current levels throughout the term of this Agreement. Should either party wish to modify the employee assistance program, they may reopen this provision upon thirty (30) days written notice to the other.

ARTICLE 26 - SHIFT CHANGES

26-01 Whenever there is a shift change as a result of addition of personnel, or whenever there is a shift change due to illness, death, retirement, school attendance, or termination, it will be posted on the bulletin board to give officers a chance to bid on the open shift. If no such officer bids on it, the Chief will assign the lowest senior officer to such shift, and then post this open shift for bid. Bids shall be awarded based on seniority, first by rank and second on time in rank.

26-02 There will be a switch back only if both officers agree in writing before the switch and it will be for a minimum of a three-month period. The Chief has the option of approving any shift changes.

ARTICLE 27 - SCHOOLING

27-01 Any schooling required by the employer or state law shall be paid for by the employer, including expenses.

27-02 If an employee is required to attend on a day when he/she is not scheduled to work he/she shall be paid at the rate of one and one half (1 ½) times his or her regular hourly rate including necessary travel time.

27-03 The Chief may reassign an officer's daily shift schedule in order for the officer to attend in-service training without the Town having to incur overtime costs.

ARTICLE 28 - PERSONAL LEAVE

28-01 First year employees may have one (1) day per year cumulative for the purpose of transacting or attending to personal, business or household matters.

- 28-02 Each employee upon completion of one year of service may have four (4) days with pay per year, non-cumulative, for the purpose of transacting or attending to personal, business, or household matters.
- 28-03 Written notice of intention to take such leave shall be filed with the Chief at least twenty-four (24) hours in advance except where this much notice would be impossible.

ARTICLE 29 - CAREER EDUCATION INCENTIVE

- 29-01 Any full-time employee who successfully completes, pre-approved by the Chief of Police, education courses in Law Enforcement or Related Fields (including courses that are required or necessary to attain a degree in Law Enforcement, Criminal Justice, Sociology, Psychology, Human Services or Municipal Management) will be paid an annual incentive stipend not to exceed \$2,500.00 for each semester credit according to the following:

1st year to 5th year officer:	\$20.00 per credit hour
Officers over 5 years:	\$25.00 per credit hour

Documentation of credits and grades must be submitted no later than December 31st for payment to be made July 15th of the following year.

- 29.02 As the Town has accepted the provisions of the police career incentive program, M.G.L. c. 41, § 108L (the so-called Quinn Bill), such program shall take effect in fiscal year 2002. Officers may be entitled to benefits under either Section 29-01 or this Section 29-02, but not both. The Union acknowledges and agrees that the Town shall not be responsible for more than fifty percent (50%) of the career incentive payments to be made to eligible employees. In the event the Commonwealth of Massachusetts fails to appropriate funds sufficient to pay its fifty percent (50%) share of the career incentive payments as specified in M.G.L. c. 41, § 108L, the Town shall compensate all eligible officers, who are active Police Union employees as of July 1, 2010, for the full Quinn amount without regard to the Commonwealth's reimbursement to the Town of its share. For any officer hired after July 1, 2010, the Town shall not be responsible for payment of any share of the Commonwealth's portion of the career education incentive. Quinn Bill payments will be made to certified officers in two lump sum payments, one in July and the other in January. (The Annual Town Meeting vote of May 1, 2001 on Article 5 accepted the provision of M.G.L. c. 41, § 108L.)

ARTICLE 30 - LONGEVITY PAY

- 30-01 At five (5) years of service, computed and paid at the anniversary date of employment thereafter, each full time permanently employed employee shall receive an annual bonus of **\$500.00**. At ten (10) years of continuous service, the annual bonus shall be increased to **\$750.00** per year. At fifteen (15) years of

continuous service, the annual bonus shall be increased to **\$1,000.00** per year. At twenty (20) years of continuous service the annual bonus shall increase to **\$1,250.00** per year. This payment will be made as a single payment in a separate check.

ARTICLE 31 - CIVIC DUTY LEAVE

31-01 Employees required to serve on jury duty will be granted a leave of absence with pay for time lost from their regular work schedule due to said requirement. Employees receiving a summons for jury duty shall notify the Chief as soon as possible after receipt of said summons. Employees shall reimburse the Town any monies received for service on jury duty while they are in a paid leave status.

ARTICLE 32 - STRIKE/LOCKOUT

32-01 It is understood and agreed that the services performed by the officers included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said services. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 33 - GUN PERMITS

33-01 All police officers shall be required as a condition of employment to be eligible to receive a valid, unrestricted Massachusetts license to carry firearms. In the event an officer would be temporarily disqualified (e.g., because of the issuance against the officer of a temporary 209A order), the officer may be reassigned by the Chief to administrative duties if the Chief determines that such sufficient duties are available. If such duties are not available, the officer will be required to take an unpaid leave of absence during the period of temporary disqualification, provided, however, that the officer may utilize accrued paid leave benefits including sick leave during such leave of absence.

ARTICLE 34 - PROBATIONARY PERIOD

34-01 The probationary period of nine months does not start to run until the officer's successful completion of the statutorily required basic police training academy. The probationary period shall be extended by the number of days an officer is

absent from duty. The Chief will provide the officer with a written notice as to any extensions of the probationary period.

ARTICLE 35 - SHIFT SWAPS

35-01 The swapping of shifts between bargaining unit members shall be permitted subject to the following conditions and limitations:

1. Shifts are swapped by police officers of equal rank.
2. A request for a shift swap shall be in writing and shall specify the reason why the swap is necessary, and the other officer and shift involved with the swap.
3. A request for a shift swap must be made at least 24 hours advance. The Chief may waive this notice requirement.
4. Shift swaps are not to be used to continuously alter assigned day to day shift schedules.
5. Shift swaps do not impose any additional cost to the Town.
6. The Town is not responsible in any way for enforcing shift swap agreements between officers.
7. Shift swaps must be completed within the six-week work cycle, provided, however, that if the Town Accountant mandates a shorter period of time, then shift swaps must be completed within such period as is mandated by the Town Accountant.
8. There shall be no more than ten (10) swaps requested per officer per fiscal year. Officers shall be allowed swap shifts for special events such as weddings, birthdays, and other special events that are mutually agreed on by the officer and the Chief. The Chief will keep a master list of who is swapping with whom and when they are swapping. If it is determined that an officer is abusing this privilege, the officer will no longer be allowed to take advantage of this privilege.
9. The Chief or his designee has the sole discretion to authorize shift swaps and to waive any of the conditions and limitations set forth above. The Chief's exercise of such discretion shall not be subject to the grievance procedure.

ARTICLE 36 - SPECIALITY POSITIONS

Detective

36-01 The Chief of Police will assign the Detective position. The position will be based on the officer's time with the department (although seniority will not prevail), specialized training, case management skill, overall job performance and any additional job-related qualifications that the Chief feels should be included.

36-02 In the event the Detectives position is eliminated due to downsizing, he/she will return to the patrol function and will be able to bid shift based on seniority. The officer that held the Detectives position would have first right of refusal in the event the position is activated again.

36-03 The work week for the Detective shall consist of four (4) consecutive days working and two (2) full days taken off. The Chief may change this schedule if he determines that a different schedule will be beneficial to the Town of Townsend.

School Resource Officer

- 36-04 The officer assigned to the School Resource Officer ("SRO") position will work in that position Monday through Friday during the school year. The SRO's position is a unique one which requires flexible hours to attend school functions, meetings, sporting events, etc. Any hours worked outside of his/her normal 7:00A.M. to 3:00P.M. shift will be used for time off during holiday and vacations. The preferred time to take these accrued hours would be during normal school vacations and holidays, not to include the summer vacation.
- 36-05 In the event there is a delay of school or a snow emergency day, the SRO will have time off without it being deducted from accrued time, vacation time or personal time.
- 36-06 The SRO will not abuse the position to attend events and meetings at which he/she is not needed for the purpose of gaining additional accrued time. The SRO position will not be used by the schools in lieu of hiring officers for details. Any detail at the school, i.e., sporting events and other school functions, will continue to be awarded on strict seniority basis as in the past.
- 36-07 During the summer months when the school is not in session, the SRO will work Monday through Friday on a regular administrative schedule.

ARTICLE 37 - DURATION

- 37-01 This agreement between the Employer and the Union shall become effective **July 1, 2013** and shall continue in full force and effect to **June 30, 2016**.
- 37-02 Either the employer or the union may give written notice ninety (90) days prior to the duration date to the other that it desires to amend this Agreement. During the negotiations of such proposed amendments, the terms of this Agreement shall remain in full force and effect. Should either party to this Agreement send a notice as described above, this Agreement shall be considered to have automatically renewed for one (1) additional year.