

AGREEMENT

between the

TOWN OF TISBURY

and the

TISBURY POLICE UNION
MASSACHUSETTS COALITION OF POLICE
LOCAL 419

Effective July 1, 2021

Expiring June 30, 2024

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If such employee does not report to said assignment in a period of thirty (30) minutes or the otherwise agreed upon time period without reasonable or just cause, he shall forfeit the call at the option of the Chief or his designee.

Said employee shall receive a minimum of three (3) hours pay at time and one-half his hourly rate regardless of the number of hours actually worked, subject to the restrictions below.

Notwithstanding the provisions of the prior paragraph, it is understood that the three (3) hour guarantee does not apply to the following:

- a) When an employee is called in early to work prior to starting time of his scheduled tour of duty and works continuously from the time he reports to his normal scheduled tour of duty, in which event, such employee shall receive overtime pay only for the actual hours worked prior to the commencement of such tour with a minimum payment of one (1) hour.
- b) When an employee performs service beyond the scheduled time for conclusion of his regular tour of duty due to exigencies of his workday (such as an accident, investigation, etc.), he shall be paid therefore only for such time actually worked.

Section 7. Overtime assigned to employees in the bargaining unit shall be distributed on a fair and equitable basis. Overtime refused shall be considered overtime worked for the purpose of this section only when the officer has been given eight (8) hours prior notice. Where there are insufficient volunteers to work overtime and, in the Chief's judgment, the needs of the Department require overtime service, employees may be required to perform overtime service.

It is understood that the fair and equitable distribution of overtime shall not prevent the Chief from assigning particular officers to particular situations requiring special skills (e.g. investigative work, photography, finger printing, etc.).


Section 8. The Department shall maintain a list of overtime hours worked or refused by employees, and such a list shall be posted in the police station. The Union or its agents shall have the right to examine such list at their option provided there is no interference with Department operations.

Section 9. Nothing in this Agreement shall interfere with the Employer's management right to assign work to temporary officers, part-time officers, seasonal or special officers as the needs of the Department require. However, bargaining unit employees shall be given the first opportunity to fill on an overtime basis shift openings caused by the absence of a permanent police officer who is absent due to sickness or injury for up to five (5) consecutive days in any particular instance. Said first opportunity to work overtime shall not apply to absences due to sickness or injury extending beyond five (5) consecutive days, nor to absences of permanent police officers caused by vacation, personal leave, compensatory leave or caused by any other circumstances. Further, said first opportunity to work overtime shall not apply retroactively prior to date of execution of this Agreement.

TOWN OF TISBURY
By its Select Board



Jeffrey Kristal, Chairman



Larry Gomez, Vice President

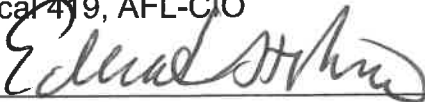


Roy Cutrer, Clerk


8/10/21

Date

TISBURY POLICE UNION
Massachusetts Coalition of Police
Local 419, AFL-CIO



Edward St. Pierre, President



Charles Duquette, Vice President



Andrew Silvia, Secretary

8/10/2021

Date

APPENDIX A
CLOTHING AND EQUIPMENT

UNIFORM & EQUIPMENT

- 4 Trousers, dark navy blue, no stripe.
- 3 Shirts, long sleeve
- 3 Shirts, short sleeve
- 1 Dress hat (five star style, round brim), navy blue, silver metal braid)
- 1 Rain, hat cover (reversible)
- 1 Service hat (navy blue ball cap with Department patch)
- 1 Name plate 2 ½" x ½", full last name. Silver, black lettering
- 2 Neckties, dark navy
- 2 Dark Navy blue, turtleneck or mockneck shirts or dickies
- 1 Navy blue sweater
- 1 Tie clasp with enamel MA State Seal, silver bar
- 1 Set of collar brass; silver T.P.D. 1 3/8" x ½"
- 1 Rain coat
- 1 Pair black boots.
- 1 Dark Navy Blue winter jacket
- 1 Dark Navy Blue light weight jacket
- 4 Badges (Dress hat badge. Shirt badge. Jacket badge. Wallet badge)
- 1 Silver whistle and Chain with Chain holder
- 1 Black Service holster for duty weapon
- 1 Black gun belt (Department approved style)
- 1 Garrison or Velcro underbelt
- 1 Black Double magazine pouch
- 4 Black belt keepers
- 1 Black cuff case with cuffs and key
- 1 Department Issued Firearm – Glock 22C
- 1 Black baton and holder
- 1 Hand gun cleaning kit
- 1 Firearms training ear and eye protection
- 1 Bullet resistant vest (Department Approved model)
- 1 Re-chargeable Flashlight and holder
- 1 Portable radio, charger and carrier
- 1 OC Spray and holder
- 1 Taser and holder
- 1 Citation holder
- 1 Duty bag or Briefcase
- 1 High-Visibility Cross Straps / Vest – traffic direction
- 1 Pair High-Visibility Gloves – traffic direction
- Motor vehicle law book and criminal law book
- Ammunition

- Patrol gloves – black
- Rechargeable flashlight & holder
- Replacement flashlight batteries, portable radio batteries
- Reports holder / Clipboard
- Thermal underwear
- Training / Utility Clothing
- Winter gloves – black
- Winter hat or balaclava - black
- “Windstopper” pant liners

No weapon or item of uniform or equipment which is not listed in this appendix is authorized to be carried unless authorized by the Chief of Police. The Chief of Police may authorize the use of clothing allowance for the purchase of additional items not specifically listed herein.

Officers during their first year of employment will receive an initial issue of new or serviceable equipment. Said officers are not entitled to clothing allowance for replacement of uniform and equipment until the beginning of their second year of employment (end of probationary period). During that year officers will receive a pro-rata clothing allowance (i.e. end of probation May 30 of the year officer is entitled to 1/12th clothing allowance for the year (fiscal year) officer ends probation on June 30 is entitled 11/12th clothing allowance for the year. After said year, officer is entitled to full clothing allowance.

Officers promoted to rank of Sergeant or above shall receive an initial issue of new items listed under Supervisor Uniform & Equipment above.

All replaced items are the property of the Department and replaced equipment not being used by the officer, if still serviceable, shall be turned into the Department for the use of Special and Summer officers if appropriate. (This is especially important for leather gear and jackets).

The purchase of appropriate court attire (i.e. suits, sports coats, dress shirts, ties, dress shoes and dress slacks) for officers/ supervisors attending court while on duty is allowed.

At the time of an officer's separation from employment, the officer will return all non-clothing supplies to the Town that were purchased by the Town from the approved list.

APPENDIX B

INTERNAL AFFAIRS POLICY AND PROCEDURE (Outside the Contract)

The Chief of Police or his designee shall be responsible for responding to allegations of misconduct against the Department or its officers. The Chief of Police or his designee shall be responsible for recording, registering, and controlling the investigation of complaints against employees; supervising and controlling the investigation of alleged misconduct within the Department; and maintaining the confidentiality of internal investigations and records. Internal Affairs will be administered in such a way that the integrity of the Department is maintained through an internal system where objectivity, fairness and justice are assured by intensive and impartial investigation and review.

An Internal Affairs investigation is warranted on alleged or suspected violations of laws, ordinances, by-laws, Department rules, regulations, policies, procedures, and orders (verbal or written) whether (1) reported to a superior officer by other members of the Department; (2) initiated based on observation or suspicion by a superior officer; or (3) resulting from a citizen complaint (including prisoner complaint) of alleged police misconduct.

The Police Chief or his/her designee is obligated to investigate any and all such complaints whether received in person, by letter, by telephone, or anonymously. To that end, the following complaint procedure will be utilized to ensure fairness and impartiality.

Complaint Procedure

1. A standard complaint form will be used to record all complaints against Police Department personnel, whether initiated by a citizen, from within the Police Department, or by another governmental agency.
2. The complaint report form will include, wherever possible:
 - a. Date and time of complaint report.
 - b. Name, address and phone number of the complainant.
 - c. Name, address and phone number of any witnesses to the incident being reported.
 - d. Name, rank, badge number or description of the employee against whom the complaint is made.
 - e. Date, time and location of the reported incident.
 - f. Complainant's description of the incident resulting in the complaint.
 - g. Signature of complainant.
 - h. Signature of parent or guardian if complainant is a minor.
 - i. Name, rank and signature of Department employee receiving complaint report.

