

AGREEMENT

between the

TOWN OF TISBURY

and the

TISBURY POLICE UNION
MASSACHUSETTS COALITION OF POLICE
LOCAL 419

Effective July 1, 2018

Expiring June 30, 2021

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PREAMBLE

This Agreement made and entered as of this 1st day of July 2018 by and between the Town of Tisbury, Massachusetts acting through its Board of Selectmen (hereinafter referred to as the Town or Employer and the Tisbury Police Union Massachusetts Coalition of Police (MCOP) Local 419, AFL-CIO (hereinafter referred to as the Union) has as its purpose the establishment of harmonious relations, establishment of rates of pay, hours of work, and other terms and conditions of employment within the authority of law, providing for peaceful procedures for the resolution of differences and securing the efficient operation of the Tisbury Police Department.

ARTICLE 1 RECOGNITION

Section 1. In accordance with the certifications of the State Labor Relations Commission issued on December 18, 1979 in Case No. MCR-2924 and on July 31, 1990 in Case No. MCR-3969, the Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for the following bargaining units:

Unit A – All permanent police patrolmen (police officers) in the Town of Tisbury excluding all special police officers, all confidential, managerial, and all other employees.

Unit B – All full-time and regular part-time supervisory officers employed by the Tisbury Police Department, including the corporal, sergeant and staff sergeant and excluding the patrol officers, lieutenant and all confidential, managerial and other employees.

Section 2. The Employer shall not aid or abet, promote or finance, encourage or deal with any other labor group, organization, or individual which purports to engage in collective bargaining for employees covered by this Agreement or make any agreement with any such group which concerns wages, hours, or conditions of employment or persons covered by the Agreement, except as permitted by law.

Section 3. A written list of Union officers, stewards, bargaining committee representatives, and other representatives shall be furnished to the Chief of Police and Board of Selectmen following their designation or election, and the Union shall notify the Town of any changes as soon as they occur.

ARTICLE 2 EMPLOYER'S RIGHTS

Section 1. The Employer of the Town of Tisbury and its Board of Selectmen and Police Chief reserve and retain solely and exclusively all of their common law, statutory, customary, and inherent rights of municipal management as such rights existed prior to the execution of this Agreement as long as not inconsistent with the specific provisions of this Agreement.

Section 2. Except to the extent specifically abridged by the Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of the municipal management and shall have, without interference, control and supervision of the Tisbury Police Department. The Employer reserves and retains all powers, authority and prerogatives including, but not necessarily limited to, the right to direct and supervise employees of the Department including the assignment of overtime, to hire, promote, transfer, assign employees to positions and shifts within the Department, to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the mission of the Department, its budget, its organization, the number of employees to be utilized by the Department, the technology of the Department and its internal security practices, to determine the types of operations, methods and procedure to be employed, to discontinue procedures to be employed, to discontinue procedures or operations, or to discontinue their performance by employees covered by this Agreement, to determine reasonable standards of performance, to establish and change work schedules, shifts and assignments and otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.

Section 3. The Chief of Police may adopt reasonable rules and regulations for the operation of the Department and the conduct of its employees not inconsistent with the provisions of this Agreement.

ARTICLE 3 NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services including overtime service. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services (including performance or overtime), the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the Union nor on its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 4. The Employer shall have the right to discharge or otherwise discipline any employee who violates Section 1 above.

ARTICLE 4
JOB SECURITY AND DISCIPLINE

Section 1. The first twelve (12) months of continuous full-time employment following initial appointment or date of promotion shall be considered a probationary period. A permanent full-time employee covered by this Agreement with more than twelve (12) months of continuous active service shall not be disciplined or discharged except for just cause and for reasons given him in writing. The basic training period for a new employee shall not be counted as part of the twelve month probationary period.

Section 2. Discipline or discharge for a new employee or reduction in rank of a probationary promoted employee shall not be subject to the provisions of Article 5, Grievance and Arbitration, of this Agreement. Failure of an officer to successfully complete Police Academy Training shall be considered cause for dismissal. Such dismissal shall not be subject to grievance and arbitration. Failure of a promoted officer, during the probationary period, to successfully complete additional training per M.G.L. Chapter 41, Section 96B, Paragraph 2, if offered and available, shall result in the officer's demotion to prior or comparable rank, if such was held, without loss of seniority.

Section 3. The probationary status of a promoted employee shall relate only to the employee's new rank. During the probationary period the Town may remove the employee from the new rank, provided that the employee is returned to the prior or comparable rank from which promoted.

Section 4. Nothing shall limit the Town solely to reducing an officer's rank rather than disciplining, suspending or terminating an officer in accordance with the provisions of this Agreement.

Section 5. An employee shall have the right to be represented by a Union representative or by Union counsel or attorney at any disciplinary or other hearing conducted by the Employer. Any such hearing shall not be unduly delayed by the employee's inability to secure representation and the Employer shall be free to proceed upon reasonable notice to the employee.

Section 6. Each employee may request the Chief to review the contents of his/her personnel file from year to year following the anniversary date of his/her employment. The request must be submitted in writing to the Chief at least two days before the date of the desired review. Said review shall be conducted in the presence of the Chief or his/her designee. A reprimand or letter of counseling may be removed from an employee personnel file by the Police Chief or Personnel Director.

ARTICLE 5
GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as a dispute involving the interpretation, application, or alleged violation of the express provisions of this Agreement. No matter within the jurisdiction of a Retirement Board establishment by law shall be subject of grievance hereunder.

Section 2. The employee shall precede the filing of a grievance with a good faith effort to resolve the dispute with the Chief. Should such good effort not result in resolution, a grievance shall be processed in the following manner:

Step 1. The grievance shall be presented to the Police Chief in writing within ten (10) days of the occurrence, or failure of occurrence, of the incident upon which the grievance is based. The Chief will answer the grievance in writing within ten (10) days.

Step 2. If the matter has not been resolved at Step 1, the employee may request mediation by the Town Administrator to resolve the grievance. The Town Administrator or designee assigned by the Town Administrator shall make a good faith effort to resolve the grievance within fifteen (15) days. Should the good faith effort not result in a resolution satisfactory to the employee or Chief, the grievance shall proceed to Step 3 unless the timeframe is extended by mutual written consent.

Step 3. If the matter has not been resolved at Step 2, it shall be presented to the Board of Selectmen within five (10) days by the Town Administrator. The Board of Selectmen may schedule a hearing on the grievance and shall answer the grievance in writing within fifteen (15) days after presentation to the Board.

Step 4. If the matter has not been resolved at Step 3, it may be submitted to arbitration by the Union, and only the Union, within twenty (20) days after receipt of the written answer by the Board of Selectmen or within thirty (30) days after presentation of the grievance to the Selectmen, whichever occurs first. Submission to arbitration shall be accomplished by a letter addressed to the American Arbitration Association postage prepaid, with a copy to the Board of Selectmen.

The arbitrator shall be chosen from a panel under the rules of the American Arbitration Association. The cost of the arbitration shall be shared equally by the parties.

The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall have no power to alter, amend, modify, add to, or subtract from this Agreement.

Section 3. Failure by the Union to initiate and process a grievance in accordance with the time limits established in Section 3, shall be deemed a waiver of the grievance. The parties may agree in writing to extend any of the time limits specified in this procedure.

Section 4. Notwithstanding any provision of this Agreement to the contrary, any dispute

concerning the discipline or discharge of a probationary employee with less than twelve (12) months of continuous full-time service shall not be subject to the grievance and arbitration procedure.

Section 5. The occurrence or failure of occurrence of any incident prior to the execution date of this Agreement shall not constitute a violation of the Agreement and shall not be subject to grievance and arbitration.

ARTICLE 6 NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate in any way, including discrimination in training, job assignment, promotions, transfers, layoffs or discharge, against employees covered by this Agreement, because of race, religion, creed, color, national origin, sex, sexual orientation, age, or handicap that does not affect the employee's ability to perform the essential functions of the job.

Section 2. The Town and the Union recognize the right of employees to join or refrain from joining the Union, and to participate or not participate in union activity. Neither the Town nor the Union shall discriminate against any employee based upon membership or non-membership in the Union or participation or non-participation in union activity.

Section 3. No employee shall exercise responsibilities or authority in such a manner as to make submission to unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature a term or condition of employment within the Town. No employee shall engage in verbal or physical behavior of a sexual nature where such conduct has the purpose or effect of unreasonably interfering with an individual's work or performance or creates an intimidating, hostile or offensive environment.

Section 4. Any employee who feels that (s)he is being subjected to discrimination or harassment under this Article shall promptly notify both an official of the Union and the Board of Selectmen.

ARTICLE 7 SENIORITY AND LAYOFF

Section 1. Seniority shall mean an employee's length of continuous service with the Tisbury Police Department since his most recent date of appointment as a permanent police officer. Seniority shall be used to determine shift selection, vacation preference, and order of layoff and recall.

A seniority list shall be established and posted in a conspicuous place within the police station. A new list shall be posted annually on July 1st by the Employer.

Seniority shall not be affected by vacation, sick leave, military leave, injury time sustained while in the line of duty, or any other leave of absence agreed upon between

the Employer and the employees. Seniority shall not be affected by an employee's accepting appointment to a promotional position in the Department, serving in such a promotional position, and returning to his/her previous position.

Section 2. Employees having the same appointment date shall have their seniority determined by their academic score at the police-training academy with the higher scores being considered more senior. Where the employees attended different academies or different sessions of the same academy, the higher entrance examination scores will be used to determine seniority.

Section 3. The Employer shall have the right to determine the need to lay off employees and the number of employees to be laid off.

Section 4. Once the Employer has decided to lay off employees, it shall provide a two (2) week written notice of the layoff to affected employees.

Section 5. Layoffs shall be based on seniority as defined in Section 1 with the junior most employee laid off first and the senior most employee laid off last. The order of recall shall be inverse of the order of layoff, with the last employee to be laid off recalled first.

Section 6. Laid off employees shall have recall rights for a period of up to twelve (12) months from the date of layoff. A written notice of recall shall be sent to the employee's last known address (as provided by the employee to the Town). Employees wishing to return to work must notify the Town by telephone or letter within two (2) weeks of receipt of the recall notice at the employee's last known address and must return to work within four (4) weeks of said receipt of the recall notice. A failure to respond to the recall notice or return to work within the times specified herein shall terminate all recall rights.

Section 7. Laid off employees shall be paid all accrued wages and benefits due them under the Agreement and upon returning to work after a recall, shall be credited seniority for the period of layoff up to a maximum of twelve (12) months.

ARTICLE 8 HOURS OF WORK and SHIFT SELECTION

Section 1. The regular workweek for employees covered by this Agreement shall consist of five (5) days on duty and two (2) days off duty totaling forty (40) hours worked beginning at 00:00 hours on Sunday through 24:00 hours on Saturday as scheduled by the Chief of Police or his designee. Tours of duty shall include a one-half hour paid meal period taken when the workload allows. Employees must remain in the Town of Tisbury when taking their meal break. It is understood that in unusual circumstances an employee may be too busy to take his meal break. Days off shall be scheduled consecutively.

Section 2. The regular monthly work schedule shall be posted thirty (30) days in advance of the date when it is to take effect and shall specify the hours of work for each employee during that month. Changes in the monthly work schedule may be made as a

result of employee absences of more than three (3) days, emergencies, or other unusual circumstances. Where such changes are necessitated, employees will provide as much notice as possible.

Section 3. Employees are expected to report on duty in a condition ready to commence work immediately at the start of their shift.

Section 4. Shift Selection. The Chief of Police shall post the department work schedule indicating the available weekly shifts at least sixty (45) days in advance of the first week of April and October.

- a) Employees acting in their order of seniority pursuant to article 7 shall indicate their selection of shift from those available within fifteen (15) days following the posting of the schedule or forty five (45) days in advance of the tri-annual (4 months) shift selection, whichever is later. In the event that shift selections have not been completed within the prescribed time, the Chief shall assign patrolmen to the shifts as shall best serve the public interest. Shift picks will take effect on the following dates: January 1st, May 1st, and Sept. 1st.
- b) The Chief shall post the final shift assignments in accordance with the shift selections by seniority described in Section (a) on December 15th, April 15th, and August 15th. The Chief will post his final schedule fifteen (15) days in advance of the official change on December 1st, April 1st, and August 1st. The School Resource Officer, Detective, and probationary officers are scheduled at the Chief's discretion.
- c) In accordance with Article 5, any grievance concerning the assignment of shifts must be filed within five (5) days of posting of assignments in section (b) above.
- d) No provisions of this Article shall restrict schedule changes made pursuant to Section 2 of this Article, nor shall it prevent the Chief from changing an employee's shift where said change is necessitated by the maintenance of vacation coverage: maintenance of EMT coverage, long-term absence of an employee due to illness or injury, or the need to transfer based on performance or conflict with other shift personnel.

Section 5. It is acknowledged and accepted that a supervisory officer will be called or radioed during off-duty times by Department personnel, to answer questions or advise about a problem, on account of the supervisory officer's rank or expertise. Oral messages to such questions or requests are a responsibility of rank.

Section 6. Recall. Employees called back to work after having left their place of employment must report within thirty (30) minutes of said initial order to report, unless a greater period of time is agreed upon at the time of the initial order.

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.

Section 10. Except in an emergency situation, no employee shall be permitted to work more than sixteen (16) consecutive hours consisting of any combination of regular tours

of duty, overtime hours, court time, and paid detail hours. A minimum of eight (8) hours off-duty shall be required between an officer's regularly assigned shifts not including overtime, court time and paid details.

Section 11. Shift Swaps. Employees may be allowed to swap regularly scheduled shift assignments subject to the approval of the Chief of Police based on the needs of the department. Employees shall request such shift swaps in writing in a format acceptable to the Chief of Police signed by all employees seeking to participate in the requested swap. The interval between the first swap and the last swap shall not exceed fourteen (14) days unless specifically permitted by the Chief at his sole discretion. Once the shift swap has been approved it shall be binding upon all parties. No shift swap which causes overtime or any other additional cost to the town shall be permitted. Swaps allowed only by like ranked officers. Officer originally assigned shift remains responsible for coverage.

Section 12. The Town reserves the right to use time clocks as a method of recording time worked. Prior to implementing a time clock system, the Town will meet with the Union to determine the amount of variance, if any, from the official shift start times and shift end times that time cards may be recorded without affecting compensation. It is understood that failure to agree upon said margin will not preclude implementation of the time clock system with reasonable margins. Employees will be required to use the time clock system at the beginning and end of meal breaks. Employees will be required to endorse their time card at the end of each pay period in order that their paycheck will be processed.

ARTICLE 9 VACATION

Section 1. Beginning with the first full month of employment following completion of the basic training period, all permanent full-time employees covered by this agreement shall be credited with one working day of vacation for each full month of employment up to July 1 following his or her first anniversary of employment, at which time (s)he shall be credited with fifteen (15) working days of vacation.

A permanent full-time employee shall be credited with fifteen (15) working days of vacation each subsequent July 1 until July 1 following his or her fifth (5th) anniversary of employment at which time (s)he shall be credited with twenty (20) working days of vacation.

A permanent full-time employee shall be credited with twenty (20) working days of vacation each subsequent July 1 until the July 1 following his or her tenth (10th) anniversary of employment, at which time (s)he shall be credited with twenty five (25) working days of vacation.

Use of vacation leave for emergencies shall be allowed upon reasonable notice.

Section 2. Vacation time so accumulated shall be taken at the convenience of the department in arrangement with the Chief for such time or times as shall best serve the

public interest. If a supervisory officer will be unavailable in the event of an emergency, he must ascertain that other supervisory officer will be available on-Island prior to making arrangements to take time off. Seniority shall be used to resolve vacation selection preferences where more than one officer requests the same vacation period. However, once an employee has selected a vacation period which has been approved by the Chief of Police, that vacation time shall not be rescinded unless an emergency is declared by the Board of Selectmen. Additionally, a more senior employee shall not be allowed to bump that individual.

Section 3. Vacation time not taken in one fiscal year may be carried over to the next fiscal year. It may be taken as earned. Employees shall not be allowed to accumulate in excess of thirty (30) working days vacation leave beyond June 30 each year and any excess days will be lost.

Section 4. No employee shall be permitted to waive vacation for the purpose of receiving double pay.

Section 5. Any permanent employee leaving any municipal service in good standing after giving the proper notice of at least two (2) calendar weeks of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation. Employees eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance to the Armed Forces, shall be paid an amount equal to the vacation allowance as earned and not granted.

Section 6. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued prior to the employee's death but which has not been granted.

Section 7. Absences on account of sickness in excess of the days authorized under the rules thereof may, at the discretion of the Chief and with approval of the Town Administrator, be charged to vacation leave.

Section 8. Employees' accrued vacation time will be posted on a monthly basis.

Section 9. Vacation requests shall be acknowledged in writing within three (3) days after submission. The use of up to five (5) consecutive vacation days from July first to September eight will be allowed.

Section 10. Personal days will be provided to employees as follows.

Personal Days

At the beginning of each fiscal year, July 1st, full-time employees shall be granted two (2) non-accruable days of paid personal leave during each fiscal year, to be used in that fiscal year.

ARTICLE 10 HOLIDAYS

Section 1: The following days shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts. On these days employees will be excused from duty without loss of pay except where the Town determined that the services of the employee are required to maintain essential Town services.

Christmas Eve Day	Labor Day
New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Patriots' Day Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Personal Day (Not to be taken between June 15 and September 15 inclusive.)

Any other day declared a holiday by the Board of Selectmen or the Governor of the Commonwealth.

ARTICLE 11 SICK AND INJURED LEAVE

Section 1. Employees covered by this Agreement shall be credited with one (1) sick leave day for each month of service up to a maximum accumulation of ninety-six (96) days. No sick leave credits will accrue while absent on leave without pay.

If and when the Town provides long-term disability insurance as a paid benefit, covering sixty percent (60%) of salary to age sixty-five (65) for sickness or injury (not compensated under MGL Ch. 41, Section 111F), sick days shall not accumulate beyond sixty-five (65) work days, coinciding with a ninety (90) day (calendar) waiting period for such insurance.

Officers having more than sixty-five (65) sick days accumulated shall not lose them under this provision.

Section 2. In the case of an emergency, an employee can request that up to three (3) days of accumulated sick leave credit to be used in the event of serious illness or injury and medical or dental appointments in the employee's immediate family. Immediate family shall be defined as self, spouse, children, stepchildren, mother and father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandparent-in-law, and grandchildren.

Section 3. Use of Sick Leave. Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury, exposure to a contagious disease, or a quarantine by public health authorities or

as provided in Section 2. Sick leave may not be granted for intentionally self-imposed injury, self-imposed illness, or self-imposed disability or for employee misconduct and such shall not be considered proper claim for leave under this section.

Section 4. An employee may be required to submit satisfactory proof of illness to the Chief prior to receiving sick leave pay when absent for three (3) or more consecutive days. The Chief may require that an employee out sick for three (3) or more consecutive days be examined by a Town designated physician. If a pattern of sick leave abuse exists, (e.g. being absent on scheduled workdays before and after days off or holidays), of which the employee has been warned, the Town may take appropriate disciplinary action following an investigation by the Chief or his designee.

Section 5. Sick leave not used at the time of death, retirement, or termination of employment under honorable circumstances shall be compensated at the rate of twenty-five percent (25%) for under 10 years of service, 50% for over 10 years of service, of the current value which shall be paid to the employee or his estate.

Section 6. An employee's accumulated sick time shall be posted monthly.

Section 7. At the beginning of each fiscal year, July 1st, full-time employees shall be granted two (2) non-accruable days of paid personal leave during each fiscal year, to be used in that fiscal year.

Section 8. Employees injured in the line of duty shall be compensated in accordance with the provisions of General Laws, Chapter 41, Section 111F, and shall not have deductions made from accumulated sick leave. Any dispute concerning injured leave shall be resolved under the applicable statute and shall not be subject to grievance and arbitration. In accordance with General Laws, Chapter 41, Section 111F, employees absent on injured leave shall not accrue sick leave or vacation time.

Section 9. Employees who are going to be absent due to sickness or injury may report their absence to the Chief of Police or his or her designee as much in advance of the start of their shift as possible. An employee shall not be eligible for paid sick leave unless this procedure is followed. Notification should include the length of anticipated absence and expected date of return. An employee should notify the Chief or his designee each day he or she is out of work due to illness or injury unless other arrangements have been confirmed with the Chief of Police or his designee.

Section 10. An employee may be required to provide a physician's certificate regarding his or her fitness to return to duty before the employee returns to work.

Section 11. If a pattern of sick leave abuse exists, of which the employee has been warned in writing, the Town may take the appropriate disciplinary action including, but not limited to, suspension or discharge.

ARTICLE 12 BEREAVEMENT LEAVE

Section 1. In the event of the death of a member of an employee's immediate family, he shall be granted leave without loss of pay, not to be charged to sick or vacation leave, to be taken at the time of death or funeral as follows:

- a) Up to three (3) working days for attending an on-Island funeral.
- b) Up to five (5) working days for attending an off-Island funeral.

Section 2. For the purposes of this Article, "immediate family" shall include spouse, children, stepchildren, mother and father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandparent-in-law, and grandchildren.

Section 3. Compensation shall be limited only to the time lost from the employee's normal straight-time schedule.

ARTICLE 13 FAMILY AND MEDICAL LEAVE

Employees shall be allowed up to twelve (12) weeks of unpaid leave in a twelve-month period in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 provided said leave is taken for the purposes expressed in the Act.

In addition, to the extent an employee has accumulated unused sick leave or accrued vacation benefits, such sick leave may be utilized at employee's option to pay for a portion or all of the leave requested where the purpose of the leave request is due to the employee's illness or at employee's option may use accrued vacation benefits to pay for a portion or all of the leave requested for any of the leave purposes specified in the Act, but said sick or vacation leave may be used in addition to 12 unpaid weeks of leave.

Further, where prior to the commencement of said leave, the employee requests the ability to return to work at less than full-time (rather than exhausting the twelve week maximum leave provided by the Act) and the Town agrees, the employee shall be permitted to return to work on a less than full-time basis.

ARTICLE 14 MILITARY LEAVE

Officers covered by this Agreement shall be entitled, during their annual tour of duty not exceeding fifteen days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore without loss of their ordinary remuneration as an employee or official of the Town and shall also be entitled to the vacation provisions of these policies. The foregoing provisions are in accordance with Massachusetts General Law Chap. 33, Sec. 59 and 59A.

ARTICLE 15 JURY DUTY

Section 1. Officers covered by this Agreement and called for jury duty shall be paid an

amount equal to the difference between their normal compensation and the court compensation excluding allowance for travel. The amount due the employee shall be certified by the Town Accountant upon the presentation of proper evidence of monies received for jury duty.

Section 2. If and when the provisions of Massachusetts General Laws Chapter 234A become applicable in Dukes County, the provisions of Section 1 shall no longer apply. Instead, employees shall receive their regular compensation for the first three (3) days of jury duty in accordance with the provisions of General Laws Chapter 234A Jury Duty.

Section 3. As a condition to receiving payment from the Town for the time spent on jury service, an employee must report to work if he is discharged from the jury service for the day during his or her regular working hours. Employees working evening shifts may be excused from working the night/morning prior to serving jury duty after providing notice.

ARTICLE 16 UNPAID LEAVE OF ABSENCE

Section 1. The Board of Selectmen after consulting with the Chief may at its discretion grant an employee's request for a leave of absence without pay for medical or other good and sufficient reasons. Such a leave, if granted, shall generally not exceed three (3) months, but additional leaves may be granted.

Section 2. An employee seeking a leave of absence shall submit a written request to the Chief of Police stating the reasons why a leave is requested, and how long a leave the employee is requesting. Such written request shall, except in the case of emergency, be submitted to the Board of Selectmen at least four (4) weeks prior to the date on which the employee wishes to start the leave.

The Board of Selectmen shall have discretion as to whether to approve a request for a leave of absence and as to the duration of any leave approved, and its decision shall not be subject to review by an arbitrator under this Agreement.

Section 3. An approved leave of absence of over three months duration except military leave will be considered a break in service and on return to work the employee shall have the same status of a new employee unless an extension of leave beyond the three months period has been authorized in advance of the extension. An employee on an approved leave, other than leave for military service, shall not accrue seniority or other benefits for any period beyond the first thirty (30) days of the leave. An employee on approved leave will not be entitled to any benefits but can continue group health insurance coverage by paying the full premium costs in advance on a monthly basis.

Section 4. An employee returning to work after an approved leave of absence of three months or less will be placed at that step of the salary schedule at which he or she was being paid prior to said leave of absence.

ARTICLE 17

HEALTH AND LIFE INSURANCE
AND
EMPLOYEE ASSISTANCE PROGRAM

Section 1. As of July 1, 2005 the Employer shall make available \$25,000 of group life insurance. Premiums shall be paid one hundred percent (100%) by the Employer.

Section 2. The Employer agrees to maintain its current level of group health and employee assistance benefits during the term of this Agreement. Premiums shall continue to be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employees who wish to participate.

Section 3. The Employer retains the right to change insurance carriers provided the level of benefits is not diminished.

Section 4. The Town may offer (on a voluntary basis) employees additional health plans (HMO, PPO).

ARTICLE 18
COMPENSATION

Section 1(a). Effective July 1, 2015 the annual and hourly compensation rates for each step shall be as shown in Appendix C under FY2019.

Section 1(b). Effective July 1, 2019 the annual and hourly compensation rates for each step shall be as shown in Appendix C under FY2020.

Section 1(c). Effective July 1, 2020 the annual and hourly compensation rates for each step shall be as shown in Appendix C under FY2021.

Section 2. Steps. Employees shall begin at Step 1, subject to Section 3 below, of the salary schedule and advance from step to step up to the maximum rate of pay by receiving a step increment effective at the start of the work week closest to one year from their respective dates of employment as permanent police officers and annually thereafter (e.g., Step 2 at 1 year, Step 3 at 2 years, and so forth). The Chief of Police shall evaluate the performance of each employee prior to when the employee is eligible for a step increment. Each employee shall complete a self-evaluation, using the same form as provided to the Chief, for discussion prior to final submittal of the Chief's evaluation to the Board of Selectmen. The evaluation/performance review shall be completed within 30 days to the employee's anniversary of hire date. Failure to complete the employee evaluation/performance review within the specified timeframe shall permit the Personnel Director and Selectmen to grant any scheduled increases retroactive to the anniversary date.

Section 3. Starting Step.

- (a) Trained Patrolman - A new employee who has completed the basic police training course, at the State Police Academy or elsewhere, prior to

employment by the Town may start at Step 2 or Step 3 at the sole discretion of the Town.

- (b) Untrained Patrolmen – Newly hired officers who have not attended the Police Academy will be paid at the top step of the "Special Police Officer" scale until graduation.
- (c) Academy Trained Patrolmen – Town trained Academy graduates start at Step 1 of the Patrolman scale.

Section 4. Holidays.

(a) Employees covered by this agreement shall receive eight (8) hours holiday pay calculated at the straight time rate for each of the days listed in Article 10.

(b) Employees regularly scheduled to work on any of the days listed in Article 10, or who are in attendance at basic training at any academy, shall furthermore be paid at the rate of one and one-half (1 ½) times the straight time hourly rate, except Christmas Day, New Year's Day, and Thanksgiving Day which will be paid at the rate of double time, for all hours worked.

(c) Employees may elect a compensatory day off in lieu of the holiday pay under (a). Where no election is made, employees will receive cash payment for holidays worked and not worked and shall receive no compensatory time off.

Section 5. Employees who elect to receive compensatory time off under Section 4 (c) in lieu of overtime payment for holidays under Section 4 (a) shall:

1. exercise their election by written notice to the Chief on or before January 1 for the next fiscal year;
2. have their election govern holiday pay for all holidays under Article 10 in the next fiscal year;
3. not be allowed to carry over compensatory days earned under this Article in one fiscal year into the next fiscal year;
4. be precluded from scheduling a compensatory day off where granting same would result in more than two (2) employees being absent from the Department on the day as a result of vacation leave, training course, or other compensatory time off.

Section 6. Holiday pay under Section 4 is subject to the following provisions:

1. Where the holiday is a scheduled work day, the officer must work that day as well as the regularly scheduled tour of duty next preceding and following the holiday.
2. Where the holiday is a scheduled day off, the officer must work the regularly scheduled tour of duty next preceding and following the holiday.

Section 7. Overtime. All authorized hours worked beyond forty (40) shall be compensated at time and one-half the straight time hourly rate shown in Appendix C. For the purposes of this section, hours worked shall include time off scheduled seven (7) or more days in advance under Article 9, Vacation, and Article 11, Section 2, Sick Leave. (see Art 19 Section 1, paragraph 1, last sentence. Same exact language) Officers working a "straight time" overtime shift due to sick or vacation time not scheduled in advance may opt in writing, prior to payroll submission, to retain the sick or vacation time to be used at a later date and be paid 40 hours straight time. No changes will be allowed after payroll has been processed.

Section 8. Recall. Employees called back to work after having left their place of employment, shall receive a minimum three (3) hours pay subject to the restrictions in Article 8, Section 6.

Section 9. Court Time. Employees covered by this agreement shall receive a minimum three (3) hours pay for appearance in any court of the Commonwealth as a witness for the government in a criminal matter or criminal or civil hearing of an administrative nature before a magistrate or other government official (e.g. Registry of Motor Vehicles hearing) during other than normal working hours. Employees required to standby for court shall receive a minimum three (3) hours of standby pay. Employees placed on standby who appear in court will be paid for actual time on standby and/or in court with a combined three (3) hour minimum.

Section 10. Travel Time. Employees attending voluntary "off-island" training shall be paid three hours of straight time to cover any and all travel time regardless of actual time spent traveling. Travel hours shall not count as hours worked for purposes of calculating overtime.

Section 11. Education Incentive. An employee holding one of the following degrees in criminal justice, psychology, forensic science, sociology, a law degree, or social science associates degree, which included 30 credit hours of criminal justice courses or a bachelor's degree, which included 60 credit hours of criminal justice courses shall be paid the indicated additional compensation as a percentage of base pay, but only for one of the degrees listed.

Associate's Degree:	<i>Six percent (6%)</i>
Bachelor's Degree:	<i>Eleven percent (11%)</i>
Master's Degree:	<i>Thirteen and one half percent (13.5%)</i>

Other criminal justice degrees that are law enforcement related as determined by Chief and Personnel Director. Payments are non-cumulative.

Section 12. Shift Differential.

Effective July 1, 2015 employees assigned to work the evening shift or night shift and who actually work said shift shall be paid an hourly differential as follows:

Evening Shift	\$3.00	4pm to midnight
Night Shift	\$3.50	Midnight to 8am

Section 13. Longevity. Effective July 1, 2015, employees covered by this Agreement shall be paid a longevity payment and it shall be considered a part of base pay for overtime, retirement, or any other purpose, based on their anniversary date of service with the Town. Said payment shall be in accordance with the following schedule:

Ten (10) years or more employment as of July 1 -	\$1.00/hr
Fifteen (15) years or more employment as of July 1 -	\$1.50/hr
Twenty (20) years or more employment as of July 1 -	\$2.00/hr

Section 14. Detective Stipend. Effective July 1, 2015 the officer assigned to the Detective position will be paid an annual stipend of \$5,000.00

Section 15. Basic Training. Notwithstanding any provision of the Agreement to the contrary, any employee attending their basic police training course (or additional training per M.G.L. Chapter 41, Section 96B, Paragraph 2), at the State Police Academy or elsewhere, shall receive regular weekly compensation while in such attendance and irrespective of the number of hours required, including any overnight hours and travel time, shall not receive any overtime compensation.

Section 16. In-Service Training Officers shall re-qualify with the duty firearm twice annually (six months). Ammunition will be provided by the Town. Said re-qualification will be part of the regular workweek or on an overtime basis as determined by the Town. Officers must qualify with the assigned weapon and ammunition. The Town may require employees to report for a maximum of five (5) days or forty (40) hours of in-service training each year with compensation. Paid time for firearms certification shall be limited to eight (8) hours per weapon per year.

Section 17. Emergency Medical Training.

License fee and training shall be paid by the Police Department for the Employees who wish to maintain this certification.

Section 18. An employee shall receive additional compensation of five percent (5%) of his/her base rate of pay when serving as a Field Training Officer under Article 30.

Section 19. Officer-in-Charge (OIC) Stipend The senior patrol officer in charge of a shift shall receive an OIC differential in the amount of \$3.00 per hour.

ARTICLE 19 PAID DETAILS

Section 1. All Details. Extra work details shall be posted as far in advance as possible in a conspicuous place within the police station. Paid details will be equitably and impartially distributed among the officers pursuant to a chart wherein the officer with the lowest number of detail hours who is on his day off shall be given first opportunity to work and, if none is available, to other officers. Detail refusal shall be counted as detail hours worked except where there was less than eight (8) hours notice of said detail. For purposes of determining the fair and equitable distribution of details, new lists of detail hours worked shall begin on the first of both July 1 and January 1 of each year.

A new employee will be assigned the lowest number of paid detail hours worked among active employees for purposes of initial placement on the detail list. All employees who shared in paid detail opportunities prior to this Agreement shall continue to share in their fair and equitable distribution.

The Town will pay for all details, Town or third party, in the immediately following payroll, but details will not be accepted from third parties who do not reimburse the Town promptly, unless paid in advance. The Town will identify to every officer each detail for which payment is made.

A four (4) hour minimum will be paid for any detail canceled with less than two hour's notice. The Town reserves the right to institute an administrative charge of up to ten (10) percent on all paid detail work, to be paid by persons other than Town agencies purchasing the detail service.

Section 2. Town Detail. The paid detail rate shall be at time and one-half for Town departments with a minimum of four (4) hours per detail for the term of this Agreement.

Where a Town detail exceeds eight (8) hours, the officer shall be paid at one and one-half times the officer's time and one-half rate for the hours worked beyond eight (8).

Section 3. Third Party Details. The rate of pay for all third party details shall be \$55/hr. Where a third party detail exceeds four (4) hours the minimum pay shall be eight (8) hours. Where a third party detail exceeds eight (8) hours, the officer shall be paid at one and one-half times rate for those hours worked beyond eight (8).

Section 4. Hospital Details. The rate of pay for M.V. Hospital details shall be \$80/hr

Section 5. This Article in no way restricts the right of the Chief to determine that certain work should be covered by regular assignment rather than a paid detail.

Section 6. Mandatory overtime and court time shall supersede paid detail assignments in all respects.

Section 7. Detail rate changes are effective upon date of signing by both parties and are not eligible for retroactive payment.

ARTICLE 20 MISCELLANEOUS

Section 1. No moneys shall be expended under any provision of this Agreement unless and until an appropriation has been made thereof.

Section 2. Each year's funding of this Agreement must be approved by an Annual Town Meeting. In the event Town Meeting fails to appropriate sufficient funds for any particular year of this Agreement, the parties shall re-negotiate for that year. As used in this Article, the term "Town Meeting" shall include any required override ballot question.

Section 3. Should any provision of this Agreement be found illegal by a court of competent jurisdiction said provision shall be deemed null and void and the remaining provisions of the Agreement shall remain in full force and effect.

Section 4. Mileage Allowance. Effective with the date of execution of the final agreement, employees authorized to use a personal motor vehicle on Town business shall receive a mileage allowance permitted by the Internal Revenue Service. Employees using their personal motor vehicle on authorized Town business shall maintain a mileage log indicating point of departure and destination with number of miles traveled. The mileage log shall be submitted to the employee's supervisor on a weekly basis. Mileage reimbursement shall not include use of a personal motor vehicle for traveling to and from work.

Section 5. Access to Records. Personnel records shall be considered confidential and access to records shall, unless circumstances dictate otherwise, be limited to the Board of Selectmen, Town Administrator, Chief of Police or person as authorized by the Selectmen, Town Administrator, or Chief of Police on a need to know basis. Any adverse material which could affect an officer's employment with the Town will be shown to the employee before being placed in his personnel file. Any other material which could affect an officer's employment will have a copy placed in the employee's "hot file" at the Department prior to being placed in the employee's personnel file. The employee shall sign the material to indicate that he has seen same, but not to indicate agreement with the contents of the material. Any employee may upon request to the employee's appointing authority have access to review his/her personnel file. The employee's review of his/her employment records shall be in the presence of the Selectmen, Town Administrator or Chief of Police. The employee may request copies of any material contained therein provided he pays for the reasonable cost thereof.

Section 6. Animal Complaints. Except for emergencies and animal related noise complaints, police officers will not be required to handle complaints which would ordinarily go to the animal control officer.

Section 7. Evaluation of Superior Officers. Patrolmen who so choose shall evaluate superior officers on an annual basis in March of each year using an evaluation form provided by the Town. Such evaluation form shall be filled out individually and confidentially by each patrolman without consultation with any other individual, and the

completed form shall be provided only to the superior officer so evaluated and to the Chief of Police.

Section 8. Antibacterial soap and proper precautions should be made available to all employees pertaining to blood borne viruses.

Section 9. The town shall reimburse employees for the cost of maintaining a license to carry firearms issued by the Commonwealth of Massachusetts.

Section 10. Employees shall receive diversity training on an annual basis.

Section 11. Maternity Leave. An employee, upon request, shall be granted up to eight work weeks of unpaid maternity or paternity leave in accordance with M.G.L. Chapter 149, Section 105D (as amended by St. 2014, c.484). Such leave will run concurrent with any leave taken pursuant to the Family and Medical Leave Act.

a) Light Duty. A female employee's pregnancy shall be considered a "temporary disability". All reasonable accommodations shall be made to provide the pregnant employee with "light duty" assignments as deemed appropriate. Female employees who shall become pregnant shall not be required to accept an assignment to "light duty" if they are physically able to safely perform their current duty assignment. Assignment to "light duty" shall be granted at the request of the pregnant employee and accompanied by documentation from the pregnant employee's physician that such "light duty" is recommended. Pregnant employees assigned to "light duty" shall continue to receive normal promotion and pay increases and her retirement benefits shall not be affected.

b) Firearms Qualifications. As both the exposure to the noise and the chemicals released by the firing of a firearm may be harmful to a developing fetus, pregnant employees covered by this agreement shall not be required to attend firearms qualification during the term of their pregnancy. The female employee may be required to complete firearms qualification upon her return to "full duty" status. Cautionary consideration shall also be given to female employees who are breast-feeding.

c) Uniforms. Pregnant employees covered by this agreement and assigned to "light duty" shall have the option of wearing a departmental uniform, civilian clothing, or a specifically designed "maternity" uniform which closely represents the standard departmental uniform.

d) Return to Duty. Female employees shall not be permitted to return to "light duty" assignment following the birth of their child unless such "light duty" is medically necessary and such necessity is appropriately documented by the female employee's physician.

ARTICLE 21 CLOTHING AND EQUIPMENT

Section 1. Within twelve (12) months of employment the town shall supply each new

employee covered by this Agreement with a complete initial issue of the required uniform and equipment as per Appendix A.

Section 2.

(a) Subsequent to the first twelve (12) months of employment and each year following the initial year of employment, employees shall have the replacement of articles of uniform and equipment covered by a Department voucher system. Articles being replaced shall first be turned into the Department for inspection.

(b) There shall be an allowance for uniform replacement, cleaning, repair, and maintenance in the amount of \$1,100 per fiscal year.

(c) Officers assigned to the motorcycle unit will be provided 1 motorcycle helmet, 1 pair of motorcycle boots, 2 pairs of breeches and 1 set of eye protection. Initial issue will not be deducted from patrolman's annual clothing allowance.

Section 3.

(a) Articles of uniform and equipment requiring replacement under the voucher system must meet Department specifications.

(b) Officers who have exhausted their uniform voucher funds shall be required to maintain their uniform from their own funds where necessary should their uniform and equipment be found deficient.

Section 4. Full reimbursement shall be made for fitted body armor, as long as it is used regularly. The type of body armor purchased must be approved by the Chief of Police and must meet Department specifications.

Section 5. The Chief shall approve a list of the articles of uniform and equipment required by the Department, along with their specifications, and said list shall be made known to the employees. The Chief will also inform employees of the vendors who carry uniforms and equipment which meet Department specifications. (See Appendix A).

Section 6. The Chief shall establish a written cellphone policy or adopt existing town policy for use of cellphones assigned and provided to all cruisers and for cellphones provided to employees assigned to the Drug Task Force and Detective Assignment.

ARTICLE 22 PAYROLL DEDUCTION OF UNION DUES

Section 1. Union Dues. Pursuant to provisions of the General Laws, Chapter 180, Section 17A, Union dues shall be deducted by the Town monthly, from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within thirty (30) days after the month in which the dues are

deducted.

Section 2. Such authorization may be withdrawn by an employee by giving at least sixty (60) days notice, in writing, to both the Town and the Union Treasurer.

Section 3. The sum which represents such monthly Union dues shall be certified to the Town Treasurer as constituting such by the Treasurer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such a deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town Treasurer from the Treasurer of the Union.

ARTICLE 23 PAYROLL DEDUCTION OF AGENCY SERVICE FEES

Section 1. Pursuant to General Laws Chapter 150E, Section 12 as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the execution date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an Agency Service Fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said Agency Service Fee shall be deducted monthly.

Section 2. The Union agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the Division of Labor Relations or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws Chapter 150E, Section 12 or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE 24 STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 2. The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or provision and the rights and obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 25 SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unrestricted right and opportunity to present demands and proposals with respect to any subject matter not covered or referred to in this Agreement. Matters which are not covered by this Agreement are deferred until the next period of negotiations.

ARTICLE 26 CONTRACT NEGOTIATIONS

Section 1. All employees, covered under this agreement, serving as members of the negotiating committee, for the purpose of instituting all hours, wages and conditions of employment, shall be allowed reasonable "time off", to negotiate the agreement, with pay, and without being required to make up such time. The negotiating committee shall be limited to not more than three members of the bargaining unit, no more than one of whom shall be on paid duty while serving on the negotiating committee.

Section 2. The Shop Steward or his designee shall be allowed reasonable "time off" with pay, and without having to make up such time, to seek and settle all grievances, and to protect the interest of the bargaining unit. In addition, the same shall apply with providing any law enforcement officer with union representation, when the officer is under investigation or interrogation.

Section 3. Any employee exercising the duties under sections 1 and 2 above shall do so in full communication with the Chief of Police or his designee, and in consideration of the public safety requirements of the department.

Section 4. Any and all violations of this provision shall be deemed grounds for filing a grievance, in accordance with the grievance procedure, as outlined in the collective bargaining agreement. The final disposition shall be binding upon all parties.

ARTICLE 27 ALLOWANCE FOR MEALS AND LODGING

When an employee is required to travel on behalf of the Town for more than four hours off-Island or to attend a business/professional meeting, the meals allowance, including gratuity, shall not exceed \$10.00 for breakfast, \$15.00 for lunch, \$25.00 for dinner, and economy rates for overnight accommodations. However, if any meal or lodging is part of a meeting or conference package, the cost shall be paid in full, but not substitutions therefore. In all cases, reimbursement shall be made only against actual receipts.

ARTICLE 28 LABOR MANAGEMENT COMMITTEE

Section 1. Up to three (3) members of management designated by the Town and up to three members of the bargaining units designated by the Union shall meet as a Labor Management Committee the second Tuesday in July, October, January and April for

purposes of discussing matters of mutual concern including the administration of this Agreement, personnel policies and practices and safety issues.

Section 2. One week before the scheduled meeting, each side shall present the other with a written agenda of topics for discussion. Where no agenda is submitted, the meeting shall be cancelled.

Section 3. The Committee shall have no power to bargain collectively or amend the terms of this Agreement or to make any binding recommendations on the Town.

ARTICLE 29 PHYSICAL EXAMINATIONS

Section 1. In the second year of this Agreement, the senior half of the employees in the unit shall receive a physical examination by a medical doctor or clinic. In the third year of this Agreement, the junior half of the employees in the unit shall likewise receive such a physical.

Section 2. The physical examination shall be paid for the Town, to the extent not covered by the Town's group health insurance program. Each employee shall be paid his/her regular rate of pay for the time involved in taking the physical examination, as time actually worked (at overtime rate, if applicable). If the physical examination is conducted off-Island, the employee shall be paid for his/her travel time and shall be reimbursed for reasonable travel expenses.

Section 3. The physical examinations shall be performed at Cape Cod Hospital, Falmouth Hospital or Martha's Vineyard Hospital, at the Town's option. Copies of all resulting reports and recommendations shall be given only to the employee and his/her personal physician. The medical doctor or clinic shall provide the Chief of Police with a statement of the employee's general health. The Town shall insure that these medical records remain as confidential personnel records.

Section 4. If the report of the medical doctor or clinic indicates any conditions which may affect an employee in the performance of his/her duties, the doctor or clinic shall also recommend to the employee a program of remedial action with a timetable appropriate to the condition and the employee. The doctor or clinic shall work with the employee and the employee's personal physician regarding the appropriateness of the program and timetable so as to correct the condition.

Where the employee's own physician is unable to agree with the report or the initial medical doctor or clinic, the two doctors shall agree on a third physician who shall provide a third and final assessment and remedial program if deemed necessary. It is the employee's obligation to follow through on the medically prescribed program. An employee may use any accrued sick leave, vacation leave, or personal leave to compensate for any unpaid leave of absence granted under this section for the purpose of medical treatment as prescribed by a physician.

Section 5. The Town will reimburse employees for the cost of individual memberships in

health and fitness or weight-control programs and facilities during the term of this Agreement to the extent actually used.

Section 6. Employees hired after the execution of this Agreement shall receive biennial physicals and the Chief of Police shall receive the same report as those for pre-employment physicals.

ARTICLE 30 FIELD TRAINING OFFICERS

Section 1. The Chief of Police may appoint Field Training Officers from among the employees as needed. Such Field Training Officers shall train and supervise new permanent employees on a one-on-one basis under a program developed by the Chief. The Chief shall file an appointment slip for the appointed FTO which shall identify the dates and hours that shall be served in such capacity along with submittal of payroll time sheets.

ARTICLE 31 RETROACTIVITY

Only bargaining unit employees on the payroll as of the date of execution of the final agreement shall receive any retroactive adjustments called for by the agreement.

In order to be eligible for any retroactive payment under this Agreement, an employee not only must have been employed at the time of the specified increase, but must also be employed on the date this Agreement is ratified and confirmed by the Town Meeting. Notwithstanding the foregoing, any employee covered by this agreement who may be retired or disabled during the term of this agreement or while negotiation for a successor agreement are underway shall be entitled to all of the terms and benefits hereunder.

No retroactive adjustments shall be paid for third party details performed under this agreement prior to its execution by the Union.

Travel time shall not be retroactive for "off-island" training completed prior to ratification of this agreement by both parties.

ARTICLE 32 DURATION

This Agreement shall be effective as of July 1, 2018 and shall continue in full force and effect until and including June 30, 2021.

On or after December 1, 2020, either party shall notify the other of its intention to commence bargaining for a successor agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

The terms of this Agreement shall continue beyond June 30, 2021 in the event no new Agreement is reached prior to that date and shall continue in full force and effect until such time as a new Agreement is reached.

This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.

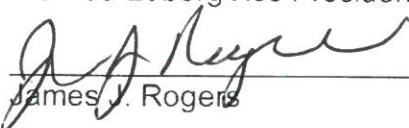
TOWN OF TISBURY
By its Board of Selectmen



Tristan R. Israel, Chairman



Melinda Loberg Vice President



James J. Rogers

6/26/2018

Date

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



President



Secretary

06/14/2018

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 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

SUPERVISOR UNIFORM & EQUIPMENT

- 2 Gold Badges – Jacket & Shirt
- 1 Gold Badge – Dress Hat
- 1 Gold Badge – Wallet or ID Holder
- 2 Gold Collar Rank Insignia
- 1 Gold Nameplate with rank and full last name
- 1 Gold Chain & whistle
- Rank Insignia Patches for shirts & jackets – black w/ royal blue

BICYCLE OFFICER

- 1 Bicycle helmet (Uniform style)
- 1 Black sneakers (Uniform style)
- 1 Pair Bicycle Long pant (Uniform style)
- 1 Pair Bicycle Shorts (Uniform style)
- 1 Windbreaker jacket (Uniform style)

OPTIONAL EQUIPMENT AND CLOTHING

Following are approved for purchase by officers for duty use after the first year of employment and termination probationary period. They may be purchased out of Clothing allowance:

Authorized weapons qualification badge. See senior firearms trainer for model number and ordering information. Authorized EMT badge or First Responder Pin, to be worn over firearms badge. Such other awards and badges as may be authorized by the Department.

- 1 pair black rubber wet weather shoe or boot covers
- 1 briefcase or duty bag
- Badge Wallet or ID Holder
- Boot Socks
- Court Attire
- Dark Navy blue coveralls (forensic / crime scene use)
- Dark Navy blue earmuffs
- Dark Navy blue fleece jacket
- Dark Navy blue scarf
- Ear Protection – firearms training
- Eye Protection / Sunglasses
- Fanny pack holster or other off-duty / undercover holster for duty weapon
- Folding knife or multi-tool and carrier for duty use
- Handcuff Case for Plainclothes Duty
- Lapel/Shoulder Microphone for portable radio
- Magazine Case for Plainclothes Duty
- MPTC / MPI Approved Police Text Books

- 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.

While every effort will be made to obtain the name and signature of the complaining party, it is understood that internal investigations must proceed even where the complainant is or desires to be anonymous. When proceeding on such complaint, as with all complaints, the Chief or his/her designee responsible for the internal investigation must ensure that the rights of the employee who is the basis of the complaint are fully protected. Every complaint report form will be given an identifying number so that its processing can be carefully monitored. Where a complainant refuses to sign a complaint, a notation to that effect will be made on the complaint form.

Unless it will impede the Department's internal investigation, the employee will be shown a copy of the complaint, even where it is necessary to excise the name of complainant.

In the absence of extenuating circumstances, internal investigation of complaints should be commenced immediately and should be completed within 30 days. Following completion of the investigation, a report shall issue within thirty (30) days. Before a Department employee is questioned or directed to submit a report regarding a complaint, the employee shall be issued a written statement of the allegations and the employee's rights and responsibilities relative to the investigation. Unless the investigation would be hampered, the name of the complainant, if known, will be given to the employee.

At the conclusion of the internal investigation, a full report shall be prepared by the Chief or his designee which report shall include the original complaint form; statements from the complainant or witnesses; statements or reports submitted by the employee under investigation; a summary of the evidence gathered; any mitigating circumstances; an evaluation of the complaint and statement as to whether the charges contained therein were:

1. Valid and supported by sufficient evidence;
2. Unsustained because of inadequate or insufficient evidence;
3. Unfounded as the allegations were baseless and without foundation or;
4. Unjustified or unwarranted as the actions of the accused Department employee were in compliance with law or in accordance with Department policy and procedure.

The results of an internal investigation may lead to a criminal complaint; a Department disciplinary hearing; or a clearing of the charges made with an official exoneration in writing to the employee.

PATROLMEN SUPERIOR OFFICERS
SALARY SCHEDULE
FY 2019 - FY 2020 - FY 2021

SERGEANT		
FY 2019(2%)		
STEP	ANNUAL	HOURLY
1	\$ 80,972.64	\$ 38.78
2	\$ 83,874.96	\$ 40.17
3	\$ 86,902.56	\$ 41.62
4	\$ 90,034.56	\$ 43.12
5	\$ 93,270.96	\$ 44.67
6	\$ 96,632.64	\$ 46.28
7	\$ 100,098.72	\$ 47.94
8	\$ 103,690.08	\$ 49.66
9	\$ 107,448.48	\$ 51.46

SERGEANT		
FY 2020(2%)		
STEP	ANNUAL	HOURLY
1	\$ 82,601.28	\$ 39.56
2	\$ 85,545.36	\$ 40.97
3	\$ 88,635.60	\$ 42.45
4	\$ 91,830.24	\$ 43.98
5	\$ 95,129.28	\$ 45.56
6	\$ 98,574.48	\$ 47.21
7	\$ 102,103.20	\$ 48.90
8	\$ 105,757.20	\$ 50.65
9	\$ 109,599.12	\$ 52.49

SERGEANT		
FY 2021(2%)		
STEP	ANNUAL	HOURLY
1	\$ 84,250.80	\$ 40.35
2	\$ 87,257.52	\$ 41.79
3	\$ 90,410.40	\$ 43.30
4	\$ 93,667.68	\$ 44.86
5	\$ 97,029.36	\$ 46.47
6	\$ 100,537.20	\$ 48.15
7	\$ 104,149.44	\$ 49.88
8	\$ 107,866.08	\$ 51.66
9	\$ 111,791.52	\$ 53.54

PATROLMEN		
FY 2019(2%)		
STEP	ANNUAL	HOURLY
1	\$ 69,801.84	\$ 33.43
2	\$ 72,328.32	\$ 34.64
3	\$ 74,917.44	\$ 35.88
4	\$ 77,610.96	\$ 37.17
5	\$ 80,429.76	\$ 38.52
6	\$ 83,311.20	\$ 39.90
7	\$ 86,297.04	\$ 41.33
8	\$ 89,408.16	\$ 42.82
9	\$ 92,623.68	\$ 44.36

PATROLMEN		
FY 2020(2%)		
STEP	ANNUAL	HOURLY
1	\$ 71,200.80	\$ 34.10
2	\$ 73,769.04	\$ 35.33
3	\$ 76,420.80	\$ 36.60
4	\$ 79,156.08	\$ 37.91
5	\$ 82,037.52	\$ 39.29
6	\$ 84,981.60	\$ 40.70
7	\$ 88,030.08	\$ 42.16
8	\$ 91,203.84	\$ 43.68
9	\$ 94,482.00	\$ 45.25

PATROLMEN		
FY 2021(2%)		
STEP	ANNUAL	HOURLY
1	\$ 72,620.64	\$ 34.78
2	\$ 75,251.52	\$ 36.04
3	\$ 77,945.04	\$ 37.33
4	\$ 80,742.96	\$ 38.67
5	\$ 83,687.04	\$ 40.08
6	\$ 86,672.88	\$ 41.51
7	\$ 89,784.00	\$ 43.00
8	\$ 93,020.40	\$ 44.55
9	\$ 96,382.08	\$ 46.16