

AGREEMENT

Between

TOWN OF CHATHAM

And

Chatham Sergeants and Patrol Officers Union  
M.C.O.P. Local 294, AFL-CIO

Effective

July 1, 2015

Expiring

June 30, 2018

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## PREAMBLE

The following contract, effective by and between the Town of Chatham, (hereinafter called the Town) and the Chatham Sergeants and Patrol Officers Union, M.C.O.P. Local 294, AFL-CIO (hereinafter called the Union), is designed to maintain and promote a harmonious relationship between the Town of Chatham and the employees covered by the Contract, in order that more efficient and progressive public service may be rendered.

## ARTICLE I RECOGNITION

The Town of Chatham recognized the Chatham Sergeants and Patrol Officers Union, M.C.O.P. Local 294, AFL-CIO as the exclusive representative and bargaining agent for all regular full-time police officers excluding the staff sergeant, lieutenant, deputy chief, chief and all other employees of the Town, pursuant to the State Labor Relations Commission certification in Case MCR-4762 Dated, August 30, 1999.

## ARTICLE II PAYROLL DEDUCTION OF UNION DUES

Pursuant to the provisions of the General Laws, Chapter 180, section 17A, Union dues shall be deducted monthly by the Town, 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 which the dues are deducted.

## ARTICLE IIA PAYROLL DEDUCTION OF AGENCY SERVICE FEE

**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 (30<sup>th</sup>) day of employment in the bargaining unit, or the effective date of this Agreement, whichever it later, each and every member of the bargaining unit shall pay 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 dispute before the State Labor Relations Commission 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.

**Section 3.** Notwithstanding the provisions of section 1 of this Article, the requirement of an agency service fee shall apply only to bargaining unit members hired on and after August 2, 1988 (the date of execution of the 1987-1989 Agreement); that is, incumbent unit members on August 1, 1988 who have not authorized union dues deductions may pay an agency service fee, but shall not be required to so pay as a condition employment.

### ARTICLE III MANAGEMENT RIGHTS

Subject to the express provisions of the Agreement, the Town and its Selectman and Police Chief shall retain the right and authority to manage the operations of the Police Department, including the right to direct and supervise the work force, the right to hire, assign, transfer, promote, demote, lay-off, discipline, and discharge employees; the right to determine the methods and means of operations and determine reasonable standard of performance; and the right to determine policy not inconsistent with the terms of this Agreement.

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

#### DRUG TESTING POLICY:

##### A. PURPOSE

To state the policy and guidelines for drug and alcohol use and testing for employees of the Chatham Police Department, ensuring a workforce free of employees who use illegal drugs, misuse prescription drugs and/or abuse alcohol.

##### B. POLICY

It is the policy of the Town of Chatham Police Department that employees provide and maintain a safe work environment, free of the use of illegal drugs and alcohol. It is agreed that the Town and the and the Union agree that sworn police officers are required to be drug and alcohol free in order to ensure the safety of the community, the safety of their fellow officers and to ensure their own safety. A police officer impaired by alcohol or drugs creates an unreasonable risk and threat of danger to all. Further, drugs and alcohol abuse impairs the health, well-being and effectiveness of the members of the police department and the organization as a whole. Illegal drug and alcohol abuse also reflect discredit upon the Town and the members of the police department. Therefore, the use of illegal drugs or impairment from alcohol will not be tolerated in the Chatham Police Department. The reasonable suspicion definition shall be used to require an employee to undergo drug or alcohol use testing. An employee who is reasonably suspected of drug or alcohol use shall be removed from active duty and placed on administrative assignment or leave and required to undergo drug and/or alcohol testing.

##### C. DEFINITIONS

1. Reasonable Suspicion - A belief based on objective facts and the rational inferences which may be drawn from such facts, or based on direct or reported observations from a

credible source that the particular employee is using or has used drugs or alcohol in violation of this policy.

2. Prohibited Drugs - Substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. ss812). These drugs include marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization shall be considered a prohibited drug and may be illegal.

3. Medical Review Officer - A licensed physician who has knowledge and medical training of substance abuse disorders, laboratory testing procedures, collection procedures and can verify positive or confirmed test results; and can evaluate an employee's medical history or relevant biomedical information.

#### D. PROHIBITED CONDUCT

In the event that an employee reports to work, or at any point in his or her work period, and gives the appearance or exhibits behaviors of, or where there are reasonable grounds for believing or suspecting an employee may be under the influence of alcohol or illegal drugs, as determined by the reasonable suspicion definition provided herein, the employee may be removed from duty and required to undergo drug and/or alcohol testing. The following conduct shall constitute an offense under this policy.

1. The possession, use, transfer, manufacture or sale of any illegal drug, or of a legal prescription drug obtained in an illegal manner.
  2. The possession upon the employees person or use of alcohol during working hours, or while using Town owned vehicles or facilities.
  3. Driving under the influence of alcohol or drugs while on duty.
  4. Reporting to work, or while being at work, with a blood alcohol level above 0.04, or impaired by drugs or alcohol.
  5. Abuse of validly obtained prescription drugs.
  6. Any employee arrested for a drug-related offense , whether on-duty or off-duty.
- Employees shall be required to notify the Chief immediately of such an incident.

#### E. CRIMINAL INVOLVEMENT

Any criminal investigation related to illegal drug involvement by employees shall be performed apart and separately from this contract item. This policy will not prevail over or prevent any criminal investigation or criminal charges should an employee commit a crime.

#### F. RESPONSIBILITIES OF EMPLOYEES

1. VALID PRESCRIPTIONS OF CONTROLLED SUBSTANCES - An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely, efficiently and productively. Should the employee have any questions or doubts in this circumstance, the employee may be required to contact the Chief or a member of the command staff to discuss the matter.

2. OBSERVATION OR KNOWLEDGE OF DRUG OR ALCOHOL USE - Any employee who makes direct observations of another employee suspected of using drugs or alcohol in the work environment shall be required to immediately notify a supervisor of the department. Supervisors shall make immediate notifications to the command staff and determine if an employee needs to be removed from duty based upon reasonable suspicion and within the parameters of this policy and submit a report of the facts to the Chief. In no case will any employee retaliate or harass another employee for reporting credible information or observations regarding drug or alcohol use.

#### G. PROCEDURES FOR DRUG TESTING EMPLOYEES

1. COLLECTION: An employee subject to drug testing, after reasonable suspicion has been established, will be directed in writing to report at a specified time to an approved testing laboratory facility. Collection of a urine sample and/or hair sample will be supervised by qualified medical personnel in accordance with the procedures established by the testing laboratory. A split sample will be retained. The samples will be properly sealed and labeled to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test shall be prepared to bring and produce their driver's license or state identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

2. PROCESSING: Urine samples will be initially screened by an Immunoassay or comparable screening test, with positive results confirmed by gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

3. REPORTING RESULTS: The test results will be reported verbally and in writing to the Chief or the person the Chief designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. the results of the drug test will be maintained in confidence by the Town and will only be disseminated on a need-to-know basis.

4. POSITIVE RESULTS: Before a positive result from a test is reported to the Town by the testing laboratory, the certified physician who interprets the results (Medical Review Officer) will consider whether the positive test result was caused by legal drug use, pursuant to a validly obtained prescription. The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results, then the test will be reported as "negative." The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the "positive" test result will be reported to the employer.

This section does not nullify the employee's responsibilities under section F 1. of this policy.

5. THE TESTING LABORATORY: The testing laboratory(s) facility shall be selected by the Town and shall be certified by the federal government. The Town will notify the union of the laboratory facility to be utilized if a collection procedure is warranted for an employee.

#### ARTICLE IV UNION MEMBERSHIP

The Town will advise the Union in writing of the name, address, and classification of each new bargaining unit employee. The Town and the Union recognize the right of the employees to join or refrain from joining the Union and neither the Town nor the Union shall discriminate against any employee based upon membership or non-membership in the Union or in any other way interfere with the rights of an employee to join or refrain from joining the Union.

#### ARTICLE V NO STRIKES

**Section 1.** It shall be unlawful for any employees to engage in, or encourage any strike, work stoppage, slowdown, or withholding of services by such employees. Any employees violating said provisions shall be subject to disciplinary action including discharge, subject to the provisions of this Agreement.

**Section 2.** The Union will not instigate or condone any such illegal action as specified in Section 1 and will take all necessary steps to stop such action and make every move to return the employees to work.

#### ARTICLE VI UNION OFFICERS

The duty authorized union officers or alternate whose names have been submitted to the Chief, shall have the following responsibilities and use of reasonable time during working hours without the loss of pay to perform such duties.

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing and are of routine nature. During contract negotiations the officer(s) and/or alternate will attend all sessions without loss of pay.
3. Where the officer or alternate is engaged in the investigation and/or presentation of a grievance or involved in the transmitting or messages and information, as specified in items 1 and 2 above, said steward or alternate shall first notify his superior officer on the

shift (where there is a superior officer working) that he is commencing Union business and the estimated time it will take him before returning to his regular shift assignments.

4. Union Business:

- a. The officer of the Union shall consist of a President, Vice President and Secy/Tres. The name of the officers will be submitted to the Chief of Police and Town Manager.
- b. An officer of the Union shall be allowed time off for investigation and presentation of grievances in accordance with the provisions of this Agreement and other routine union business with the Chief of Police or Town Manager. Such time off shall be without loss of pay or benefits. Notification shall be made to the OIC that he is commencing Union business and the estimated time it will take him before returning to his regular shift. Authorization for the aforementioned shall be at the sole discretion of the Chief of Police.
- c. Two Officers of the Union shall be allowed time off during contract negotiations without loss of pay or benefits. As in Section 2, notification will be made to the OIC.
- d. In lieu of MGL C146 S17D; two officers of the Union shall annually have leave of up to 2 days to attend the MASSCOP annual convention at no cost to the town. There is no requirement on the part of the Town to provide a vehicle, mileage or meals involving this attendance at the convention.

**ARTICLE VII**  
**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 the Agreement.

**Section 2.** Grievances shall be processed in the following manner:

**Step 1. Chief** The grievance shall be presented to the Chief in writing within fifteen (15) days of the occurrence or failure of occurrence, of the incident upon which the grievance is based.

**Step 2. Town Manager** If the matter has not been resolved in Step 1, it may be presented to the Town Manager or his designee with five (5) days after receipt of the written answer by the Chief or within fifteen (15) days after presentation of the grievance to the Chief, whichever occurs first.

**Step 3. Arbitration** If the matter has not been resolved at Step 2 it may be submitted to arbitration by the Union, and only the Union, with in twenty (20) days after receipt of the written answer by the Town Manager or his designee or within thirty (30) days after presentation of the grievance to the Town Manager or his designee, 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 Town Manager. The grievance shall constitute the sole and entire subject matter to be heard by the arbitrator.

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

**Section 3. Time Limits.** Failure by the Union to initiate and process a grievance in accordance with the time limits established in Steps 1 through 3 shall be deemed waiver of the grievance. Time limits may be extended by mutual agreement by parties in writing.

**Section 4.** No employee who has completed twelve (12) months of continuous service shall be disciplined or discharged without just cause. Discipline or discharge of an employee with less than twelve (12) months of service shall not be subject to grievance and arbitration procedure.

**Section 4A.** Satisfactory completion of a basic training program at a police academy (approved by the Commonwealth for basic training of police) is a condition of continued employment by the Chatham Police Department. The failure to satisfactorily complete such a program shall be a basis for termination and said termination, whether prior to completing the first twelve (12) months of continuous service or thereafter, shall not be subject to the grievance and arbitration procedure.

**Section 5.** Notwithstanding any contrary provisions of this agreement, a permanent employee who has served in his respective officer for a period of one year and who has served as a police officer in Chatham for a period of five (5) consecutive years who is removed from office or lowered in rank shall waive access to the grievance and arbitration procedure where he chooses to have said removal from office or lowering in rank reviewed by the district court pursuant to the provisions of Chapter 430 of the Acts of 1970.

## **ARTICLE VIII** **SENIORITY/LONGEVITY**

**Section 1A.** Longevity shall be defined as length of continuous service in the Chatham Police Department commencing with the date of appointment as a regular, full-time police officer.

**Section 1B.** Seniority shall be defined as the length of service within specific rank structure. This will begin with the highest rank position within the department and then through the most recent appointment. This will be indicated with the posting of departmental positions done on annual basis for examination.

In cases where two or more employees were appointed on the same date, seniority shall be based upon the alphabetical order of last names.

**Section 2.** All employees shall be hired on a twelve (12) month probationary period. During said twelve (12) month period, such employee shall be covered by the terms and provisions

of this Agreement, except that such employee may be discharged or otherwise disciplined and such discharge or discipline shall not be the subject of a grievance or an arbitration under the provisions of the Agreement nor any other similar procedure provided. Sergeants and Officers on probationary status shall be unable to bid shifts and their assignments are totally at the discretion of the Chief of Police.

**Section 3.** In the event of a lay-off, employees shall be laid off in the reverse order of their seniority status and shall be recalled in order of their seniority status.

**Section 4.** Seniority rights accrued to an employee under this Article shall be lost in the event of a break in his service with the Employer caused by any one of the following:

- (a) Voluntary quit;
- (b) Discharge for just cause;
- (c) Absence from work in three consecutive working days, without notice to employer;
- (d) Lay-off for lack of work for more than twelve (12) months;
- (e) Failure to return to work after the expiration of any leave of absence;
- (f) Failure to return to work within three (3) days after receipt of a registered or certified letter mailed to the employee at his last known address requesting employee's return to work. Employees must notify the Employer of intent to work upon receipt of said notice of recall.

**Section 5.** On July 1 of each year, the Chief or his designee shall post the seniority list on the Department bulletin board. A copy of said list shall be sent to the Union. Employees and the Union shall be barred from grieving or questioning placement on the seniority list after thirty (30) days from the date of the posting.

## **ARTICLE IX** **PROMOTIONS**

**Section 1.** Upon the Town's determination that there is a need to fill a vacancy for the position of Sergeant, and provided that the position has been funded by the Town, the vacancy shall be posted for a period of at least 15 days and filled within 90 days after the posting has ended. The procedure for applying for the position of Sergeant shall be posted with the vacancy announcement.

**Section 2.** Should the Chief decide to utilize an examination process for the position of Sergeant, including written, oral or skills assessment as one of the factors to be considered in determining qualifications for the position, the examination date, and any applicable reading list, will be posted at least 30 days, but not more than 45 days, prior to the examination. In the event that there are two or more applicants that have the same scores and equal abilities and qualifications, seniority shall be the determining factor in the appointment. Where no applicant is found to be qualified, the Chief may hire from outside the department. Examination scores will be posted in the department, and any applicant for the position may discuss his or her examination with, and have it reviewed by the Chief or his designee. The

examination procedure and scores shall not be subject to any grievance and arbitration provisions of the Agreement.

**Section 3.** Upon the Chief's determination that there is a need to fill any Special Assignment positions, including but not limited to, Staff Sergeant, Detective Sergeant, Detective, Court Prosecutor, Youth Officer, and Community Resource Officer, the Special Assignment position vacancy shall be posted for a period of at least 15 days and filled within 90 days after the posting has ended. Special Assignment positions are considered temporary appointments that serve at the discretion of the Chief and are not promotions. The procedure for applying for the Special Assignment position shall be posted with the vacancy announcement. The process of appointment of Special Assignment positions shall not be subject to any grievance and arbitration provisions of this Agreement.

**Section 4.** Notwithstanding the foregoing, a junior employee not selected over a senior employee for a Sergeant promotion or appointment to a Special Assignment shall not have access to the grievance and arbitration procedure.

## ARTICLE X HOURS OF WORK AND OVERTIME

### Section 1.

- (a) Hours of Work: Employees covered by this Agreement shall work the following tours of duty: The following reflect "Report for Duty/Prepared for Duty" time frames.

**0800-1600 (day tour)**  
**1600-0000 (evening tour)**  
**0000-0800 (night tour)**

The work schedule shall be a "4-2" schedule, (4 days on duty followed by 2 days off duty). Exceptions to the above tour hours and schedule may be made by the Chief because of special circumstance, or where reassignments are necessary to cover for absent employees. This particular situation pertains to the "swing" schedule for one of the Sergeants shifts.

The Shift rotation shall be on a three (3) month basis.

Employees shall be able to work up to but not more than seventeen (17) hours, including shifts, details, and overtime, in a 24 hour period. However, hours worked during emergency situations shall be at the discretion of the Chief.

Shift bidding will be done by departmental seniority. Bidding will be on a seniority basis with each officer being required to identify his/her first, second, and third choices. In the event of a position opening on any of the shifts due to injury, illness, or termination, etc. the Chief maintains the right to assign a member from another shift to fill vacancy for the remainder of the three (3) month rotation period. The Chief shall attempt to make such change without impacting the changing party's schedule to the best means possible.

Any changes that may need to be implemented regarding the coverage of the Department needs pertaining to the shift assignments shall be at the sole discretion of the Chief of Police.

(b) Sergeants and Officers on probationary status shall be unable to bid on shift assignments. Placement and assignments are totally at the discretion of the Chief of Police during probation; however the placement of probationary officers shall only affect the placement of non-probationary officers for no more than two (2) shift bids.

(c) Shift Bid. Effective the date of execution of this agreement, employee work shifts (day, evening, and night) shall be rotated four (4) times each year in accordance with the following schedule:

1. First part of December
2. First part of March
3. First part of June
4. First part of September

It is understood that sergeants may be rotated differently than patrolman to provide changes in shift supervision.

There shall be a conspicuously posted "work schedule", such schedule shall be posted at least 30 days prior to beginning date of such schedule. Shift bids will be distributed 60 days prior to the beginning of next bid and turned in for processing to the chief or his designee no more than 45 days prior to the bid periods start. Any changes in schedule shall be posted also. Two weeks notice shall be given to any Officer, covered by this agreement, when changing that Officer's schedule to correct for expected vacancies or shift coverage. However, should there be an emergency situation, as decided by the Chief, the Chief shall have the ability to adjust schedules to meet the needs of the Department.

(d) Court Prosecutor, Detective, Officer On Special Assignment

An employee regularly assigned as the Court Prosecutor, and/or Detective, or any Officer or Sergeant on Special Assignment, such as Community Resource Officer, Youth Officer, School Officer, Task Force, or other special designation, shall work a schedule consisting of a so-called "5/2, 5/2, 4/3" (A work cycle of five days of work followed by two days off, repeated twice, then four days of work followed by three days off).

(e) Transportation and Mileage Reimbursement: Officers shall be reimbursed for mileage to and from department approved training.

**Section 2:** The Chief reserves and retains his right to schedule employees with special assignments (such as by way of example and not limitation, the youth officer, community resource officer, school officer, court prosecutor officer, or any other special designation) on tours of duty and work schedules differing from those set forth in Section 1 of this Article.

**Section 3.** An employee called back to work outside his regular work schedule shall be compensated on an overtime basis with a three (3) hour minimum guarantee, except that is called in prior to his regular starting time, he shall be paid overtime only for that time worked in advance of said starting time and further, the minimum guarantee shall not apply to work beyond the regular quitting time.

When the employee is called back to work outside his/her regular work schedule, they shall be paid from the time of the call until they are cleared to leave by a commanding officer or until the end of the shift they were called back to fill. It is agreed that Officers shall expedite their arrival to the reporting location.

**Section 4a.** All authorized hours worked beyond the employee's regular tour of duty shall be compensated at time and one-half the straight-time hourly rate computed on the basis of one-fortieth (1/40) of regular weekly compensation provided. Overtime worked beyond the first fifteen (15) minutes shall be rounded off to the next one-half (1/2) hour, overtime worked beyond the first one-half (1/2) hour shall be rounded off to the next one-half (1/2) hour.

**Section 5.** Overtime shall be assigned and distributed on a fair and equitable basis by rotating the seniority list starting with the most senior employee. "Fair and equitable" shall require balancing out the overtime among the officers as closely as possible beginning with each shift bid period between January 1 and March 31, April 1 and June 30, July 1 and August 31, and September 1 and December 31. All employees will be considered to be at zero (0) hours at the beginning of each shift bid period. All employees overtime hours refused shall count as though they were worked. The Town may vary the overtime list rotation in those cases where the department is provided less than 24 hours notice of an intended absence.

In cases where the department is providing less than eight (8) hours, the Town may hold over an employee from the shift immediately preceding that shift on which an absence was reported. Where no employee on the shift going off duty volunteers for the holdover assignment, the least senior Officer shall be required to take the assignment. In cases where the department is provided with more than eight (8) hours of notice for an intended absence and no employee covered under this contract volunteers for the assignment, one of the four (4) most junior Officers shall be required to take the assignment in seniority based rotation with the least senior Officer first. Except in emergencies, employees may not work more than seventeen and one quarter (17.25) consecutive hours including their regular shift, overtime, court time, and detail work.

Court time will be treated under Article XI, separate and apart from overtime, and not included within "fair and equitable" distribution referenced herein.

**Section 6.** Employees attending basic training at a police academy shall receive their regular week's pay and no additional compensation irrespective of the number of hours spent in basic training at the academy.

**Section 7.** Effective on the signing of this agreement, in lieu of overtime pay, an employee may elect to take compensatory time, and such time may be accrued up to a maximum of forty (40) hours at one time. This time will be earned at the rate of time and one-half for each hour of actual work time, in lieu of an overtime cash payment. Officers shall be responsible for submitting a written form (Forms will be the departmental overtime form with adjustment for compensatory time) as is currently done for normal overtime each week. Employees shall be allowed to carry over compensatory time from fiscal year to fiscal year. However, the total hours shall not exceed 40 hours at any time. Compensatory time must be taken with the following provisions:

- (a) May be taken in .25 hour increments, subject to shift coverage and needs of the department.
- (b) May not be taken during the "blackout period" as described in Article XIV Section 4a of Vacation Time.
- (c) Shall cause no additional cost to the Town.
- (d) Notice of intent to take compensatory time shall be submitted to the Commander in Charge in writing.
- (e) Court time will not be inclusive within the compensatory time article, and failure to use time will be paid at fiscal year end.

## **ARTICLE XI** **COURT TIME**

**Section 1.** Any employee required to attend court on his off-duty time in the performance of his duty as a witness or in any other capacity, in any criminal matter, shall be entitled to time and one-half (1/2) his regular hourly rate for all time he is such attendance, but in no event less than three (3) hours of such pay, except that an employee on the 4:00 p.m. to midnight shift required to appear in court at 2:00 p.m. prior to his shift will only receive two (2) hours of time and one-half (1/2) pay. Notwithstanding the three (3) hour minimum referenced in the section, there shall be a four (4) hour minimum for trials only.

Notwithstanding the provisions of the foregoing paragraph, there shall be a four (4) hour minimum time and one-half (1/2) payment for employees who attend court in accordance with the other provisions of the Article, where such employees are regularly assigned to the last night shift and have actually worked that shift, and are required to attend court the same morning on which their shift has ended. Said four (4) hour minimum shall commence to run from the time the officer is due to report in court and the officer shall not be compensated for any lag time between the time his shift ends and the time he is due in court.

**Section 2.** Pay for court time under this Article shall be offset by any witness fee received by an employee.

**Section 3.** Employees attending court under this Article who are held over at court for the afternoon court session shall be paid a Ten Dollar (\$10.00) meal allowance.

**ARTICLE XII**  
**EXTRA PAID DETAILS**

**Section 1.** Paid detail shall be offered to Bargaining Unit Members prior to being offered to Special Officer, Reserve Officer or any other person, in accordance with the procedures of Section 2.

**Section 2.** Details will be assigned on a fair and equitable basis and detail hours shall be balanced as evenly as possible over the course of each year. The Town will rotate the complete roster unless an employee asks to be removed from the list for a minimum of thirty (30) days.

- (a) Detail hours worked and refused shall count toward total detail hours for purposes of fair and equitable distribution. Unanswered calls and answering machines or beepers that do not respond to a message or page immediately shall count as a refusal and as hours worked
- (b) Details known well in advance e.g., band concerts, can be filled in advance by calling the list as soon as the Department is aware of the need.
- (c) If a detail cannot be filled from the list (due to no answers and refusals), the Town can go outside the unit to fill the detail This shall apply to details arising on short notice, as well as those which the Department attempts to fill in advance, e.g., band concerts.

**Section 3.** An employee working a shift on a particular day shall only be allowed to work up to nine (9) additional hours as a paid detail in a 24-hour period.

Employees who accept a detail in advance must cover that detail, and any substitutions require approval by the Chief.

The Chief and the Union Officer(s) shall monitor details, overtime and court time in order to prevent the picking and choosing of assignments.

**Section 4.** The Chief reserved the right to determine whether particular work should be assigned as an extra paid detail or by way of regular assignments.

**Section 5.** Section 4 of this Article shall not be used to deprive employees of any available work nor to discriminate against any employee.

**Section 6.** Details shall be compensated at the rate of **\$50.00 per hour** upon ratification of this contract. With the exception of the Town of Chatham and Chatham Public School details, which shall have a three (3) hour minimum, all other details shall have a four (4) hour minimum payment. Where a detail involves state road work and state police are assigned at a higher rate than the Chatham rate, Chatham officers shall be paid at the higher state rate.

**Section 7.** Officers are required to report for all detail assignments at the agreed upon time and prepared for duty.

**Section 8a.** Utility details and others will be at the rate that is agreed upon within the Collective Bargaining Agreement. Hours worked above the normal four (4) hour minimum will be automatically rounded up to eight (8) hours.

**Section 8b.** Town detail assignments shall be those details that are paid directly by the Town of Chatham at the agreed upon rate of time and one-half (1/2) the officer's hourly rate. The Town of Chatham and the Chatham Public School details shall have a three (3) hours minimum. Any hours above the normal hour, will be rounded to the next higher hourly time span.

**Section 8c.** Non-Town Details (weddings, parties, etc.) shall have a four (4) hour minimum payment. Time worked beyond the four (4) hours will be rounded up to the next hour for purposes of compensation for details paid at Contract/Detail Rate.

**Section 9.** After Sick Leave, there shall be a period of 24 hours before and extra details or overtime shall be worked, unless this 24 hour period is waived by the Chief of Police. Clock starting at the end of the scheduled employee's tour that employee called in sick for.

The Town will continue to attempt to develop a procedure with other municipalities whereby Chatham Officer would be paid the detail rate for those municipalities when working a detail in those municipalities.

The Town reserves the right to institute an administrative charge of up to 10% of the paid detail billing and charge to users in pursuant to statute.

The Town will maintain a revolving fund subject to appropriation and the provisions of General Laws Chapter 44, section 53C.

**Section 10.** There shall be a weekly hour cap imposed that restricts any employee from working more than 17.25 hours per day and no more than 56 hours of additional overtime or detail work time, cumulative within a seven (7) day work period, usually started/ended on Sunday/Monday, (Work Week, Sun 0001 – Sat 2400). This restriction shall not be inclusive of Court Time or Emergency Circumstances as stipulated by the Chief of Police.

### **ARTICLE XIII** **HOLIDAYS**

**Section 1.** The following shall be recognized as holidays:

New Year's Day	Christmas
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving

And any other day declared a legal holiday by the General Court of Massachusetts or the Federal Government.

**Section 2.** Payment for the above holidays will be as follows: Within the first two (2) weeks of July of each year a lump sum of payment for holidays that fall between December 1<sup>st</sup> of the previous calendar year and June 30<sup>th</sup> of that year will be made to each officer eligible for the above-listed holidays. Any officer called in to work on a holiday that would normally be his regularly scheduled day off shall receive one and one-half (1 ½) times the regular hourly rate for all hours worked on said holiday, payable within the next weekly pay period.

**Section 3.** In order to receive holiday pay under this Article, an employee must work his normally scheduled shift before and after each holiday, and on the holiday if scheduled, unless the employee is on vacation or has been excused by the Chief on account of illness or injury or the Chief approved a swap (under Article XVII) of an employee's normally scheduled shift before or after the holiday or on the holiday, if scheduled.

**ARTICLE XIV**  
**VACATIONS**

**Section 1.** Employees covered by the Agreement shall be granted vacation as follows:

- 6 single After one year of service.....two vacation weeks (10 work days)
- 7 single After five years of service.....three vacation weeks (15 work days)
- 8 single After ten years of service.....four vacation weeks (20 work days)
- 9 single After fifteen years of service.....five vacation weeks (25 days)

One (1) vacation week shall include five (5) scheduled work tours of duty.

One (1) vacation week may include four (4) scheduled work tours of duty provided vacation leave shall commence on an employee's scheduled work tour following regular days off (the first tour of the employee's four (4) consecutive tours).

**Section 2.** Length of service for determining vacation entitlement shall be based upon departmental seniority. Vacations shall be scheduled between July 1<sup>st</sup> and the following June 30<sup>th</sup> and shall accumulate beyond June 30<sup>th</sup>. Any employee with over one year of service, with approval of the Chief of Police, may carry over up to one (1) week of vacation into the next fiscal year.

Employees with less than one (1) year of service on July 1<sup>st</sup> shall be entitled to nine (9) days of vacation if they commenced employment between the prior July 1<sup>st</sup> and December 31<sup>st</sup> and five (5) days of vacation if they commenced employment between the prior January 1<sup>st</sup> and June 30<sup>th</sup>.

**Section 3.** Upon termination of active employment, the employee shall receive payment on a pro-rata basis equal to the amount of vacation pay he would have received had the termination not occurred. If the termination is caused by death, such payment shall be made to the employee's estate.

**Section 4.** Vacation requests shall be submitted to the Chief or his designee, and scheduling of vacation is subject to approval by the Chief or his designee. Multiple requests for the same vacation period will be resolved on the basis of seniority as defined in Article VIII. In accordance with Article X, section 1(c) there will be no bumping of a junior employee which has made a vacation selection when a more senior employee swaps into the shift. Multiple requests for the same vacation week shall be resolved on the basis of seniority and all vacation scheduling is subject to the approval of the Chief. A senior employee, however, may not bump a junior employee who has previously selected the same vacation week(s).

**Section 4a.** The blackout period shall be the 4<sup>th</sup> of July parade from 0001 – 2359 hour and December 31 from 0800 hours to January 1 0800 hours.

**Section 4b.** The summer vacation period shall commence on June 15<sup>th</sup> and include the week following Labor Day.

**Section 4c.** During the Summer Vacation period, one person per shift may take vacation time, the vacation requests during the time frame MUST be taken in one week blocks only.

Individual Vacation days during his blackout period may be considered only in special circumstances, subject to approval by the Chief of Police.

**Section 4d.** Vacation Requests:

For two (2) weeks vacation, minimum two (2) weeks notice.

For one (1) week vacation, minimum one (1) weeks notice

For single days (1) vacation, one (1) days minimum notice

Additional notification time is recommended whenever possible.

Exceptions may be made with the approval of the Chief of Police.

**Section 5.** Single vacation days may be taken on holidays at the discretion of the Chief and as shift coverage and scheduling allows. During the former “blackout period” June 15<sup>th</sup> inclusive of Labor Day Weekend (A full vacation week must be scheduled. The dates of July 1<sup>st</sup> – July 8<sup>th</sup>; Labor Day Weekend and First Night exempted. There will be NO Vacation or Personal Leave allowed, except under special circumstances the Chief of Police may approve single Vacation or Personal Leave days.) Only one employee per shift will be allowed vacation days, with multiple requests resolved by seniority/rank as in Section 4 of this Article. First Night is inclusive of New Years Day “A” shift.

Employees shall be allowed to carry up to two (2) weeks of their vacation into the next fiscal year. Said vacation carry over shall not be cumulative. Employees that intend to retire shall be required to use one (1) week of the carried over vacation prior to retirement.

**ARTICLE XIV A**  
**PERSONAL LEAVE**

Employees shall be granted two (2) personal leave days with pay. Personal leave shall not be cumulative and may not be carried over into another fiscal year, except as provided under the last paragraph of this Article. Personal leave may not be taken on holidays or in conjunction with any other leave. Wherever possible, a five day minimal notice of personal leave shall be provided to the Chief. It is preferable notice be given with as much advance notice as possible. The leave will be approved unless the Chief determines that there are insufficient employees on the shift (due to other absences). Where there are multiple requests for the same shift and only one employee can be permitted leave, the earlier request shall be honored and requests received the same day will be resolved by seniority.

Effective upon ratification of this contract, an employee shall earn four (4) hours additional personal leave for each three (3) month period where no sick leave is used. This would allow for a maximum of (4) personal leave days in a fiscal year to be used within six (6) months of being earned. The earning of these additional days will be based upon calendar year (i.e. Jan 1<sup>st</sup> – May 31<sup>st</sup> and June 1<sup>st</sup> through December 31<sup>st</sup>).

**ARTICLE XV**  
**SICK LEAVE**

**Section 1.** Each employee shall be credited with sick leave at the rate of one and one-fourth (1-1/4) days for each month of service to a maximum of one hundred and seventy (170) days. Employees hired after the ratification of this contract can accrue to a maximum of one hundred and fifty (150) days.

**Section 2.** Sick leave shall be used only for the necessary absence of an employee as the result of his own sickness or injury, provided, however, should an emergency arise and a member of the employee's immediate family, as defined in Article XVI (Bereavement Leave), becomes sick or ill, and an employee may be excused from work for the purpose of rendering emergency assistance to the sick member of the employee's family. The Town may require a doctor's certificate substantiating that illness exists. Such absence shall be charged against such employee's accumulated sick leave.

**Section 2a.** After Sick Leave, there shall be a period of 24 hours before any extra details or overtime may be worked, unless the 24 hour period is waived by the Chief of Police.

**Section 3.** Any employee absent for three (3) days or more, may be required by the Town to submit satisfactory proof of illness prior to receiving sick leave pay.

**Section 4.** If a pattern of continuous sick leave abuse exists, of which the employee has been warned, the Town may take appropriate disciplinary action including, but not limited to, suspension or discharge.

**Section 5.** Employees who are going to be absent due to sickness or injury must provide at least two (2) hours' notice to the Department in order to be eligible for paid sick leave.

**Section 6.** Injuries arising out of and in the course of employment as a Town employee which necessitates absence from work, shall not be charged to sick leave but paid injured leave. Any injury resulting out of employment shall be paid in accordance with General Laws, Chapter 41, Section 111F.

Officers shall make immediate notification to the shift supervisor of any injury that takes place while on duty.

If medical attention is required, the officer will have the initial medical attention performed by a doctor of their choosing.

The officer shall be required to submit a detailed written report of how the injury occurred by the end of the shift. This requirement may be extended by the Chief of Police based on the seriousness or severity of the injury.

The officer shall be required to provide medical documentation to the department by the attending physician as soon as possible. The medical documentation shall include the ability or inability of the employee to perform their job, the extent and description of the injury, and an estimate of when the employee can be expected to return to work if placed on injury leave status.

If the Officer has been out of work due to the injury for more than twenty eight (28) calendar days, the Town may refer the Officer to a qualified physician of its choosing for a second opinion to assess the Officer's condition and suitability to return to work. Should there be a difference of opinion between the Town physician and the Officer's physician, then a third, independent physician, agreed upon by the Town and the Officer, shall render a binding determination on the status of the injury, and the Officer's ability to return to work.

Officers on injured leave will not accumulate any sick time from the point that they are determined to be unable to return to work. Officers who are determined to be unable to return to work shall accumulate vacation time for no more than one year while out of work on the same injury.

The above stipulations shall apply equally to reoccurring injuries.

**Section 7. Sick Leave Bank.** Employees in the bargaining unit shall each contribute one (1) of their personal sick leave days each July 1<sup>st</sup>, into a sick leave bank to be administered by a sick leave bank committee. **The sick leave bank committee shall consist of the following people:**

- 3 union members (1 of the 3 union members must be a Sergeant)
- The Chief of Police and a Designee of his choice

An employee who has exhausted all of his accumulated sick leave can make application to the committee for use of bank days in case of serious, long term illness, however, employees who have not had any personal sick leave days to contribute to the bank on July 1<sup>st</sup>, shall not be eligible to draw from the bank or that fiscal year.

A majority vote of the committee shall be necessary for the granting of sick leave bank days, and in making its decision, the committee shall review the employee's length of service, prior sick leave record, and facts surrounding the request.

The decision of the committee shall be final and binding and not subject to review under the grievance and arbitration procedure or any other procedure.

**Section 8.** Employees shall receive a statement of their accumulated sick leave days in July of each year, and the number of sick leave bank days shall be posted in July of each year.

**Section 9.** Employees shall be paid for twenty-five percent (25%) of their accumulated sick leave upon their death, retirement or voluntary separation after having completed five (5) years of service in the bargaining unit. After being paid for accumulated sick leave as specified in this section, twenty-five percent (25%) of the accumulated sick leave remaining may be donated to the sick leave bank established under Section 7 of the Article. Employees hired after the ratification of this contract shall not be paid for their accumulated and unused sick time upon their death, retirement or voluntary separation of service.

## **ARTICLE XVI** **BEREAVEMENT LEAVE**

Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:

Spouse or Child/Step Child  
Parent/Step Parent,  
Brother/Step Brother, Sister/Step Sister,  
Life partner up to five consecutive days.

Grandparent/Step Grandparent,  
Mother-in-Law,  
Father-in-Law, Sister-in-Law,  
Brother-in-Law up to three consecutive days.

Other relatives residing in the household up to one day.

The Chief shall have the ability, at his/her discretion, to allow bereavement time for the death of non-family members, up to one day.

Additional leave under this Article may be granted at the approval of the Chief.

**ARTICLE XVII**  
**SWAPS/SUBSTITUTIONS**

Subject to advance approval by the Chief of Police, or his or her designee, an employee shall be granted a swap for a shift on which he is able to secure another employee to work in his place.

This leave will be allowed, provided:

- (a) Such substitution does not impose any additional cost on the Town with regard to salaries or payment of wages;
- (b) The officer-in-charge of the shift in which the substitution shall take place be notified one day prior to its becoming effective except in case of an emergency when notification can be made on shorter notice;
- (c) Notice shall include the name of the substituting employee;
- (d) Neither the Department nor the Town is held responsible for enforcing any agreements between the employees.
- (e) Request will be made to a member of the Administration, Monday-Friday. Response shall be made to the employee within five (5) work days.
- (f) The posted work schedule shall reflect any such swaps, vacations, personal days or other changes in a manner consistent with ability and time maintenance.
- (g) Court, Detail, Vacation and other determining factors may impact the ability to approve such requests.
- (h) A whole shift rotation swap between two bargaining members of the same rank may be granted, at the complete discretion of the Chief. Such requests, and the reason for the request, must be submitted in writing to the Chief of Police for evaluation, and consideration.
- (i) Requests for shift swaps or substitutions must be in writing. The written request must clearly indicate the names of the personnel making the swap, and the exact dates, times and shifts that are being swapped or substituted.
- (j) Shift swaps or substitutions must be completed within the shift bid.

**ARTICLE XVIII**  
**OTHER LEAVES OF ABSENCE**

Leaves of absence without pay, for limited periods not to exceed one (1) year, may be granted by the Chief; such leave may be extended or renewed with the approval of the Chief. No such leave will be granted for purposes of taking another position outside the Chatham Police Department or for pursuing self-employment.

**ARTICLE XIX**  
**CLOTHING**

All uniforms and equipment deemed necessary by the Chief, including a light weight jacket, will be supplied for wearing and use to employees. The Chief shall determine the policy and manner in which uniforms and equipment shall be worn and used. Requests for uniforms shall be evaluated by the Chief, or the Chief's designee, and based upon the need for the item

and available funding, shall be supplied without delay. The department will reimburse each employee of the cost of duty footwear every two years in an amount not to exceed \$200; reimbursed upon receipt submission and approval by the Chief of Police or the Chief's designee.

**ARTICLE XX**  
**COMPENSATION**

**Section 1.** Effective July 1, 2015 employees covered by this Agreement shall be compensated in accordance with the following Bi-Weekly wage schedule:

		Fiscal 2016
Position	Step	Bi-weekly Amount
Officer	1	\$1760.84
	2	\$1823.29
	3	\$1882.79
	4	\$1954.53
	5	\$2028.99
	6	\$2106.29
	7	\$2186.53
	8	\$2269.83
	9	\$2356.09
Sergeant		\$2780.19

**Section 2.** The Sergeant's pay shall be based upon 16% in fiscal 2013, 17% in fiscal 2014 and 18% in fiscal 2015 above the patrolman's maximum Step.

**Section 3.** Employees shall advance from Step 1 to Step 2 upon satisfactory completion of basic training and graduation from an academy and shall thereafter receive additional Step increments up to the maximum rate for the position on their anniversary date of employment.

Employees who are hired having already completed basic training and graduation from an academy may be placed at up to Step 3 on the salary schedule based upon qualifications and experience.

**Section 4.** Any retroactive payments required under this Article or other provisions of this Agreement shall be made only to persons employed and on the payroll on the date of execution of this Agreement.

**Section 5.** Municipal Revenue Growth Factor: The Union COLA for any given fiscal year shall be determined by the Municipal Revenue Growth Factor (MRGF) based on actual receipts within the Town for the previous fiscal year. If the MRGF is less than zero% for that year, zero% will be recommended. If the MRGF is higher than 3% for that year, 3% will be recommended. If the COLA amount is recommended by the Town Manager and the Board of Selectmen, and subsequently approved at the annual Town Meeting, it takes effect on July 1<sup>st</sup> following the May Town Meeting. It is expected that the Municipal Revenue Growth Factor

will be certified in October of each year, and the Bi-Weekly wage schedule that will go into effect on July 1 of the following year will be available in October.

**Section 6. Detective Stipend:**

\$2,500 per year

**Section 7. Shift Differential:**

Each Officer or Sergeant who works the 0000 – 0800 shift shall be paid \$220.00 stipend per shift bid.

**ARTICLE XXI**  
**LONGEVITY**

**Section 1.** Employees shall receive a longevity benefit based upon their years of service to be paid on their anniversary date of hire as follows:

Upon completion of six (6) years of service	\$250
Upon completion of seven (7) years of service	\$300
Upon completion of eight (8) years of service	\$350
Upon completion of nine (9) years of service	\$425
Upon completion of ten (10) years of service	\$500
Upon completion of eleven (11) years of service	\$600
Upon completion of twelve (12) years of service	\$700
Upon completion of thirteen (13) years of service	\$800
Upon completion of fourteen (14) years of service	\$900
Upon completion of fifteen (15) years of service	\$1000
Upon completion of sixteen (16) years of service	\$1100
Upon completion of seventeen (17) years of service	\$1200
Upon completion of eighteen (18) years of service	\$1300
Upon completion of nineteen (19) years of service	\$1400
Upon completion of twenty (20) years of service	\$1500
Upon completion of twenty-one (21) years of service	\$1600
Upon completion of twenty-two (22) years of service	\$1700
Upon completion of twenty-three (23) years of service	\$1800
Upon completion of twenty-four (24) years of service	\$1900
Upon completion of twenty-five (25) years of service	\$2000

Employees hired after the ratification of this agreement shall have the following longevity schedule:

Upon completion of 10 years of experience	\$300
Upon completion of 11 years of experience	\$300
Upon completion of 12 years of experience	\$300
Upon completion of 13 years of experience	\$300

Upon completion of 14 years of experience	\$300
Upon completion of 15 years of experience	\$400
Upon completion of 16 years of experience	\$400
Upon completion of 17 years of experience	\$400
Upon completion of 18 years of experience	\$400
Upon completion of 19 years of experience	\$400
Upon completion of 20 years of experience	\$500
Upon completion of 21 years of experience	\$500
Upon completion of 22 years of experience	\$500
Upon completion of 23 years of experience	\$500
Upon completion of 24 years of experience	\$500
Upon completion of 25 years of experience	\$1000

**Section 2.** Years of service in any Town of Chatham department prior to being employed as a police officer shall be counted toward years of service for police longevity purposes. Fractional years of service in other Town of Chatham departments shall not be counted towards police longevity.

**Section 3.** The longevity payment shall be a pro-rated on a one-twelfth (1/12) basis based upon the number of months worked in the year. Absences of less than thirty (30) days shall not result in a pro-rated reduction.

**ARTICLE XXI A**  
**POLICE EDUCATION INCENTIVE**

The parties acknowledge that, effective July 1, 2001, the Town adopted M.G.L. Chapter 41, Section 108L (Quinn Bill) by the annual Town Meeting in May 2001.

Article XXI A. Upon acceptance of M.G.L. Chapter 41, Section 108L, in 2001, the provisions of the law have been incorporated into the Collective Bargaining Agreement together with the following paragraphs:

(A) Effective on July 1, 2001, contingent upon adoption by Town Meeting, the Town will pay education incentive pursuant to M.G.L. Chapter 41, Section 108L, commonly known as the "Quinn Bill." The Town shall make payment due under the Quinn Bill in 26 equal payments on a bi-weekly basis in accordance with the eligibility as determined by the Board of Higher Education. In the event the Board of Higher Education determines a police officer is not eligible for certification and M.G.L Chapter 41, Section 108L or is eligible at a lower percentage rate than he/she has been paid, the officer shall repay the Town any payments to which he/she was not entitled. The Town and the officer will meet to determine a repayment schedule not to exceed six (6) months.

(B) Effective July 1, 2001 payments made pursuant to M.G.L. Chapter 41, Section 108L shall be included in the base pay for overtime calculations.

(C) Effective July 1, 2011 the Town of Chatham agrees to pay each eligible bargaining unit employee 100% (One Hundred Percent) of the Education Incentive payment equal to 100% of the Quinn Bill (M.G.L. Chapter 41, Section 108L) to all employees currently participating in the Quinn Bill Education Incentive program as it existed as of July 1, 2009, as well as to employees employed prior to July 1, 2009 who had begun to accumulate credit hours for degrees in law enforcement, criminal justice or law prior to September 1, 2009.

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

If the Quinn Bill (M.G.L. Chapter 41, Section 108L) is replaced, repealed or amended by the Commonwealth of Massachusetts or the Town of Chatham revokes acceptance of said statute the Town of Chatham agrees to continue to pay each bargaining unit employee currently participating in the program 100% of the education incentive they are currently receiving.

(D)(1) Effective July 1, 2011 in return for Section E the Union agrees not to file a lawsuit against the Town of Chatham or seek retroactive payments from the Town of Chatham regarding the Quinn Bill (M.G.L. Chapter 41, Section 108L) during the time period from July 1, 2009 thru June 30, 2011.

For officers hired after the ratification of this contract, and beginning with fiscal year 2014, the following Education Incentive applies:

- 1) The Town of Chatham will authorize an Education Incentive payment of \$5,000 per year for officers with a bachelor's degree or better from a nationally accredited higher education institution in the following concentrations, Criminal Justice, Public Administration, Law, Psychology, or Sociology.
- 2) A bachelor's degree in another concentration that has a significant connection with police work, at the discretion of the chief, can also be considered for the \$5,000 Education Incentive annual payment.
- 3) Higher level degrees or multiple degrees are not consideration for any additional payments above the \$5,000 Education Incentive annual payment.
- 4) Payment shall be made on the first pay period of the new fiscal year commencing in July of each year.

## ARTICLE XXII OFFICER-IN-CHARGE DIFFERENTIAL

Any police officer assigned by a superior officer to work as an OIC/Supervisor for a tour of duty shall be compensated with an additional **\$50.00** per tour.

**ARTICLE XXIII**  
**INDEMNIFICATION**

Indemnification of employees covered by this Agreement shall be in accordance with the provisions of General Laws, Chapter 41, Section 100.

**ARTICLE XXIV**  
**MILITARY LEAVE**

Employees shall be granted military leave in accordance with the provisions of General Laws, Chapter 33, Section 59.

**ARTICLE XXV**  
**MATERNITY LEAVE**

When an employee becomes pregnant, she shall furnish the Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to work so long as her physician certifies that she is able to continue work without endangering her health or that of the unborn child and provided neither the quantity or quality of her work will be diminished. If the employee desires maternity leave, such leave shall be granted for a period not to exceed one (1) year.

When the employee returns to work following a maternity leave, she shall be reinstated to her former rank with past seniority.

**ARTICLE XXVI**  
**MISCELLANEOUS**

**Section 1. Bulletin Boards.** The Town shall provide the Union with bulletin board space at the Police Department for posting of notices concerning Union business activities

**Section 2. Access of Premises.** Union business agents and officers, whose names have been provided to the Town in writing, will be allowed to enter the Police Department for the purposes of investigating grievances so long as reasonable notice is provided to the Chief and there is no interference with department operations.

**Section 3. Physicals.** The Town may require an employee to take a physical at any time. Where such general physical is required by a Town-designated physician, the Town shall pay the costs thereof.

**Section 4. Complaints in Personnel File.** Formal complaints filed with the department which have been investigated and cleared under established departmental procedures shall be removed from the employee's personnel file. Where a negative letter (as distinguished from formal complaints) is placed in the personnel file, the employee shall have the right to attach his position and response to said letter and place it in the personnel file.

**Section 5. Rules and Regulations.** All employees will be provided with a copy of Department rules and regulations. Pursuant to General Laws, Chapter 150E, this Agreement shall supersede any conflicting rules or regulations. The rules on grooming shall allow for wearing of mustaches with specifications for keeping neat and trim.

**Section 6.** No monies shall be paid under this Agreement for any cost item during any particular fiscal year unless and until an appropriation has been made for said cost item for the year in question. Where insufficient appropriation is made for the year in question, the parties will return to the bargaining table and resume negotiations for that fiscal year.

**Section 7. Vaccinations.** The Town shall pay to have each employee receive a Hepatitis B series, Rabies series, as well as the necessary Booster shots if necessary.

**Section 8. Performance Evaluation Procedure.** Upon the signing of this agreement, employees will be subject to a written annual performance evaluation process as determined by the Chief of Police. It is agreed that the Chief of Police will establish a committee that will include at least one union member to assist in developing the criteria for the performance evaluation process. It is further agreed that the performance evaluation process will include an appeal provision for the employee should there be a legitimate discrepancy brought to the Chief's attention. The discrepancy must be submitted in writing from the employee to the Chief of Police within five (5) days after the employee has received his or her evaluation. It is further agreed that employees will have step increases subject to satisfactory evaluation score up to step 5, and employees hired after the ratification of this agreement shall have all annual step increases subject to a satisfactory evaluation score.

**Section 9a. Health Insurance.**

- (a) Full-time employees and regular part-time employees working at least twenty (20) hours per week may elect to participate in the Town's group health insurance program the Town shall contribute 70% toward the health insurance premium and the employee shall contribute 30% towards this cost. Employees hired after the ratification of this contract eligible for the Town's group health insurance program shall contribute 35% toward the health insurance premium, and the Town shall contribute 65% towards this cost.
- (b) It is understood that the Town does not have absolute control over insurance programs offered and available nor can it control levels of benefits and other changes made by insurance providers in the group plan. Therefore, the Town shall be free to change carriers, as well as make changes in existing group programs, where such changes are imposed in the group by the carrier. It is agreed that the Insurance Advisory Committee (IAC) shall be the body that evaluates and makes recommendations regarding changes to benefits plans offerings. The Union has representation on the IAC.
- (c) The Town will meet with the Union to discuss the impact of changes imposed on the group by the carrier in an effort to explain available options (if any) including a change in the carrier, but this shall not delay the changes over which the Town has no control.

**Section 9b. Flexible Spending Account.** The Town agrees to provide a flexible spending account at no cost to each full-time regular and part-time employee covered by this Agreement.

**Section 10. Fitness Standards.** It is agreed that officers hired after July 1, 2006 shall be required to perform a physical fitness test annually. This physical fitness test will be based primarily on the "Cooper Standard", developed by the Cooper Institute. Officers hired prior to this date shall be provided with the opportunity to take the physical fitness test, but the test shall not be required.

The test shall be administered and monitored by members of the police department, chosen by the Chief of Police.

The Officers who pass the physical fitness test shall be compensated with a stipend according to their number of years on the Chatham Police Department. Any Officer who takes the fitness test but fails, including Officers hired after July 1, 2006, will not be penalized for the failure. The compensation shall be as follows:

<u>Years on the Job:</u>	<u>Stipend</u>
1-5	\$500.
6-10	\$1000.
11+	\$1500.

All of the test category qualifications must be met in order to qualify for the stipend benefit. The physical fitness test standards are as follows:

<u>Test Battery</u>	<u>Qualification Requirement</u>
1.5 Mile Run	14:36 (Minutes:Seconds)
300 Meter Run	63.0 (Seconds)
IRM Bench Press	.64 Females / .82 Males (percentage of body weight)
Push ups	28 (Number of ) Knee style push ups allowed for Females
1 Minute Sit ups	30 (Number of)

**Section 11. Year Round RESERVE Police.** The parties agree that the Town may hire and utilize Reserve Police Officers. These individuals will be hired under a process determined by the Chief of Police. These personnel shall be utilized for cruiser patrol; detail assignments or other activities/assignments at the discretion of the Chief. The Town and the Chief of Police agree that full time employees shall be given the right and opportunity of first refusal for any cruiser shifts (overtime) and detail assignments before assigning a Reserve Officer to that assignment. It is further agreed that there shall be no guarantee of work assignments or schedule (except for Main Street walking beat) for these Reserve Officers.

**Section 12. Paternity Leave.** Up to two days leave will be allowed the father on the birth or adoption of a child, which leave may be charged to any accumulated sick leave time, personal leave time, or vacation time.

**Section 13. Light Duty.**

1. Employees who have sustained injuries in the performance of their duty, while on duty, shall be handled in accordance with M.G.L. Chapter 41, Section 111F, unless specified in this agreement.

2. Any employee receiving injured in the line of duty benefits under M.G.L. Chapter 41, Section 111F and is capable of performing limited or light police department related duties may volunteer to serve at the Chief of Police's discretion to temporarily perform in a light duty capacity. In no case shall the light duty assignment be permanent. Light duty assignments shall cease immediately upon any employee being approved by a physician to return to full duty. It shall be required that an employee who has volunteered to perform light duty shall be examined by a certified physician of the Town's choosing first, at the Town's expense. The Town appointed physician shall take into consideration the employee's recuperation requirements. Only upon the Town appointed physician's written documented approval to perform light duty shall the employee be scheduled for light duty work.

Section 3.1 Upon a Town appointed physician's documented approval to perform light duty, the employee shall report to the Chief forthwith for their assignment and work schedule. The Chief shall determine a reasonable work schedule for the employee. However, if the work schedule presents a legitimate hardship on the employee due to already existing family care needs, or pre-registered attendance of college courses, an alternative schedule shall be developed by the Chief that considers those two factors. The burden of proof for a hardship shall be on the employee.

Section 3.2 All light duty assignments will be at the discretion of the Chief, providing that the assignment is related to the needs and operations of the Chatham Police Department. These duties may change from time to time depending on the needs and requirements of the police department and at the discretion of the Chief. However, in no case will the light duty work assignment be unrelated to police department work or operations.

Section 3.3 Employees on long term sick leave may voluntarily request in writing to the Chief to be placed on a light duty status. At the Chief's discretion, this request may or may not be granted. The Chief, as part of the decision, may request the employee provide a physician's documented approval for such light duty work, at the employee's cost.

Section 3.4 Any employee assigned by the Chief to light duty status shall comply with all the requirements set forth in this article or be subject to the disciplinary process. The decisions

made by the Chief in accordance with this article shall not be subject to the grievance or arbitration process.

**Section 14.**

At the discretion of the Chief of Police, officers may be placed on Administrative Duty based on the situation.

**ARTICLE XXVII**  
**STABILITY OF AGREEMENT**

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

**Section 2.** Failure of the Municipal 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 Municipal Employer or the Union to future performance of any such term or provisions and the rights and obligations of the Union and the Municipal Employer to such further performance shall continue in full force and effect.

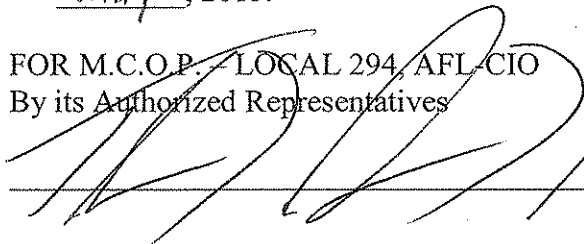
**ARTICLE XXVIII**  
**DURATION**

This Agreement shall be effective as of July 1, 2015 and shall continue in full force and effect until and including June 30, 2018.

Prior to June 30, 2017 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.

This agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during this term. The Agreement is entered into this 17<sup>th</sup> day of May, 2015.

FOR M.C.O.P. - LOCAL 294, AFL-CIO  
By its Authorized Representatives



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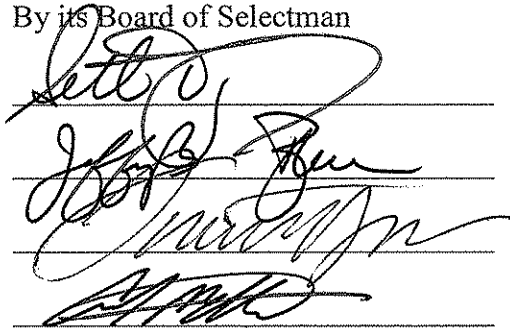
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FOR THE TOWN OF CHATHAM  
By its Board of Selectman



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Dean P. Nicastro