

**Agreement**  
**Between the**  
**Town of Manchester-by-the-Sea, Massachusetts**  
**and**  
**The Manchester Police Officers, Local 42, International Brotherhood of**  
**Teamsters**  
**Effective July 1, 2017 through June 30, 2020**

<b><u>TABLE OF CONTENTS</u></b>	
ARTICLE 1: Recognition .....	1
ARTICLE 2: Management Rights .....	1
ARTICLE 3: Employee Rights .....	2
ARTICLE 4: No-Strike Clause.....	3
ARTICLE 5: Non-Discrimination .....	3
ARTICLE 6: Hours of Work .....	3
ARTICLE 7: Overtime .....	6
ARTICLE 8: Court of Governmental Proceeding Attendance .....	7
ARTICLE 9: Paid Details .....	7
ARTICLE 10: Sick and Other Leave .....	9
ARTICLE 11: Vacation Leave .....	14
ARTICLE 12: Rates of Pay .....	15
ARTICLE 13: Holidays .....	17
ARTICLE 14: Insurance .....	17
ARTICLE 15: Uniforms and Equipment...	19
ARTICLE 16: Posting of Notices .....	20
ARTICLE 17: Funeral Leave .....	20
ARTICLE 18: Grievance Procedure and Arbitration .....	20
ARTICLE 19: Legislation .....	22
ARTICLE 20: Effect of Agreement .....	22
ARTICLE 21: Animal Calls .....	23

ARTICLE 22: Military Leave .....	23
ARTICLE 23: Other Provisions.....	23
ARTICLE 24: Acting Chief's Pay .....	25
ARTICLE 25: Disciplinary Investigations .....	25
ARTICLE 26: Beach Stickers .....	25
ARTICLE 27: Shift Strength .....	25
ARTICLE 28: Drug & Alcohol Testing .....	25
ARTICLE 29: Payroll Deduction Union Dues and Agency Fees.....	29
ARTICLE 30: Fitness Standard .....	30
ARTICLE 31: Duration .....	30

## AGREEMENT

AGREEMENT made and entered into by and between the TOWN OF MANCHESTER-BYTHE-SEA in the County of Essex and Commonwealth of Massachusetts, hereinafter referred to as the "Employer" or the "Town" and Teamsters Local Union No. 42 hereinafter referred to as the "Union."

In consideration of the mutual covenants and agreements contained herein, and the attached Memorandum of Agreement, said parties agree as follows:

### ARTICLE 1: Recognition

- 1.1. The Town recognizes the Union as the exclusive representative of Town Police Department employees in the job classifications of Sergeant and Patrolman (Permanent Regular) for the purpose of bargaining relative to wages, hours and conditions of employment and as otherwise set forth in General Laws c. 150E. Excluded from such bargaining unit are all other Town and departmental employees.
- 1.2. Permanent Regular shall be defined as anyone working, in any capacity, as a Police Officer for the Town that averages more than 28 hours per week during a fiscal year (excluding details and the months of June, July and August).

### ARTICLE 2: Management Rights

2.1. The Union recognizes that the Town, through its Police Department, has the paramount duty to preserve the peace, protect life and property, prevent crime, apprehend criminals, and enforce the law within the Town of Manchester-By-The-Sea.

2.2. The Union also recognizes that the control and administration of the Police Department is vested by law in the Board of Selectmen and the Chief of Police.

2.3. This responsibility imposed on the Town by law and enforced under the control and management of the Board of Selectmen and the Chief of Police, prohibits the Town from delegating to others or otherwise dividing its obligations, authority, and duties to make management decisions.

2.4. The Union, therefore, recognizes that the management of the Town and the direction of the Police Force including the right to discipline, demote, suspend, discharge for just cause, to hire, promote, or transfer, to make work assignments, to determine the nature, scope and manner of performance of job duties, the right to issue and enforce rules and regulations, is vested in and reserved to the Town, and to the Chief of Police, subject, however, to the specific provisions of this Agreement, and to the laws of the Commonwealth of Massachusetts.

### ARTICLE 3: Employee Rights

3.1. Neither the Town nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of hours, wages and other conditions of employment, in accordance with General Laws c. 150E and to engage in other concerted activities for their mutual aid and protection as authorized by law, and the right of Union officers to present Union positions to the public.

3.2. Neither the Union nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to refrain from organizing, forming, joining or assisting any employee organization to bargain collectively on questions of wages, hours and other conditions of employment, except as otherwise provided in General Laws c. 150E.

3.3. Neither the Town nor the Union shall discriminate against employees in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity in accordance with Massachusetts General Law c. 150E.

3.4. Not more than two (2) Union officers, representatives, or grievance committee members, may be granted leave of absence without loss of pay or benefits for such time required to discuss and process grievances with the employee or others involved, and to participate in any grievance step as described in Article 18 hereof, or in arbitration procedures consequent thereupon.

3.5. Union officers, representatives or grievance committee members shall be permitted to discuss official Union business with employees during work, provided such discussion does not interfere with police business, and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

#### ARTICLE 4: No-Strike Clause

4.1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. 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.

4.2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, 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.

4.3. In consideration of the performance by the Union of its obligations under paragraphs 4.1 and 4.2 of this Article, there shall be no liability on the part of the Union or its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings under Civil Service Law and/or the provisions of this Agreement.

#### ARTICLE 5: Non-Discrimination

5.1. The Town and Union agree not to discriminate against employees covered by this agreement on any basis proscribed by applicable state laws such as (but not limited to) M.G.L. c. 151B or applicable federal laws such as (but not limited to) the Americans with Disabilities Act.

#### ARTICLE 6: Hours of Work

6.1. The Chief of Police will establish a schedule whereby each member of the bargaining unit will work four (4) consecutive days and have two (2) consecutive days off on a continuous basis, with the exception of a shift change or those on special assignment. This does not apply to Fourth Shift for Sergeants. Special assignments shall be selected by the Chief.

6.2. Employees shall be scheduled to work on regular work shifts or tours of duty of eight (8) hours in length. There shall be four (4) work shifts or tours of duty for which Employees shall bid every six (6) months, by seniority, subject to the Chief's final decision-making authority. Each work shift shall have regular starting and quitting times. The First Shift is a day shift and the hours

are 7 A.M. to 3 P.M., 8 A.M. to 4 P.M., or 9 A.M. to 5 P.M. The Second Shift is a night shift and the hours are 3 P.M. to 11 P.M., 4 P.M. to Midnight, or 5 P.M. to 1 AM. The Third Shift is a night shift and the hours are 11 P.M. to 7 AM., 12 Midnight to 8 A.M., or 1 AM. to 9 A.M. The Fourth Shift is a combination or split shift. Employees (one Sergeant and one patrolman) assigned to this shift will work either two First Shifts and two Second Shifts, or two Second Shifts and two Third Shifts. However, if there are no volunteers for the shift, it shall be assigned to the least senior bargaining unit member among the Sergeants and among the Patrolmen. The Chief retains the discretion to determine if the shift should be filled. An employee shall be notified of any change in the starting and quitting time within his shift at least two (2) weeks prior to the beginning of his next work cycle.

Shift bids posted by May 1 and November 1 shall take effect on July 1 and January 1, respectively. Bids must be made by May 15 and November 15 (removed by June 1 and December 1).

6.3. Employees may be assigned by the Chief of Police to the day shift for one (1) month or more at a time, notwithstanding any other provisions of this agreement, provided such assignment is to be for specialized duties on a regular basis. Employees shall receive at least four (4) weeks' notice of each alternation of their shifts (tours of duties).

To assist the Town in filling shifts, all employees agree to the following process for switching between shifts:

- a. The Chief identifies shifts that need to be filled at least sixty (60) days in advance and asks for volunteers to fill them;
- b. If no one volunteers for a shift, the Chief has the right to assign an employee where necessary for shift coverage with thirty (30) days' notice;
- c. The Chief can order a employee to change shift no more than one time per month per man with thirty (30) days' notice;
- d. The midnight shift is accepted and an employee cannot be shifted from day to midnight unless mutually agreed upon by the employee and the chief.
- e. This paragraph of Section 6.3 shall only be changed if mutually agreed upon by both parties.

6.4. Notwithstanding any other provision of this Agreement, the Chief of Police may assign any employee to another shift assignment for the purpose of attending any job-related training required by the Town.

6.5. The day-off schedule of employees is as follows: all employees shall receive not less than one hundred twenty-one and one-third (121-1/3) regular days off annually and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the four-and-two work schedule so-called or the modified four-and-two work schedule set forth in subparagraph (b) of this paragraph.

- a. All employees, under such four-and-two work schedule so-called, the four-on, two-off work schedule, shall receive fourteen (14) days off in each six-week period; within each pay-week period, the work cycle shall be completed. An employee's days off, except as hereinafter provided in sub-paragraph (b) of this paragraph, shall drop back one (1) day every week. Employees shall work four (4) consecutive days and then receive two (2) consecutive days off.
- b. Excepted from the regular four-and-two work schedule so-called, set forth in subparagraph (a) above, shall be employees assigned as follows, each of who shall work five (5) consecutive days weekly:
  1. Employees assigned to a Police Academy or other schooling or training.
  2. Such other employees by mutual agreement between the employee and the Chief of Police for a specific assignment.

Employees so assigned shall be entitled to and shall receive, in addition to the two (2) consecutive regular days off weekly each shall receive under the five (5) on - two (2) off work week above mentioned, seventeen and one-third ( $17\frac{1}{3}$ ) additional regular days off annually, so that each such employee so assigned shall receive the same number of regular days off annually as will employees working the regular four-and-two work schedule described in sub-paragraph (a) of this paragraph. These seventeen and one-third ( $17\frac{1}{3}$ ) additional days off shall be taken one (1) each three (3) weeks, in accordance with a schedule that shall be determined by the Chief of Police.

6.6. An employee recalled to work when he is not regularly so scheduled shall receive pay for all hours so worked but in no event less than three (3) hours such pay. Notwithstanding the provisions of Article 7.1, in the event an employee is recalled to work when he is not regularly so scheduled in order to administer a breathalyzer test, he shall receive pay at the rate of time and one-half his regularly hourly rate for all hours so worked but in no event less than three (3) hours such pay. The regularly hourly rate shall be computed as one-fortieth of an employee's regularly weekly compensation.

6.7. The senior patrol officer of each shift and each Sergeant shall attend not more than one (1) staff meeting per month without compensation, as scheduled with reasonable notice by the Chief of Police.

6.8. Every member of the bargaining unit shall work twelve (12) hours of training, in four hour blocks, per fiscal year at no cost to the Town as directed by the Police Chief. Training not used during a fiscal year shall not be carried over to the next fiscal year. Employees will be given 5 days' notice of mandatory training.

6.9. Whenever the Town hires an individual to fill the ninth regular patrol officer position, that individual shall not be subject to Section 6.3 above.



## ARTICLE 7: Overtime

7.1. "Overtime" shall mean the time an employee is required to actually work in excess of the number of hours he is regularly scheduled to work during a given day or given week. In no event, however, shall an employee be compensated at less than his regularly hourly rate for all hours actually worked. Overtime may not be avoided by refusing to allow an employee to work his regular schedule.

7.2. Overtime service shall not include:

- a. An out-of-turn work shift or tour of duty which is substituted for a regularly scheduled shift or tour of duty at the request of an employee (subject to Department approval);
- b. Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement (subject to Department approval);
- c. A change in the schedule of an employee who is shifted from one work shift or tour of duty to another work shift or tour of duty for a period of thirty (30) or more consecutive calendar days in normal rotation or assignment to specialist duties as provided in Article 6.3 and 6.4.
- d. Service for a period of less than thirty (30) consecutive calendar days for the purpose of:
  1. in-service training or courses;
  2. attendance at promotional examinations; or
  3. Out-of-state assignments.

7.3. Overtime shall be paid at the rate of time and one-half the regular hourly rate of the employee in question. Per contract year, after the first Eight (8) hours of forced overtime per employee, forced overtime shall be paid at two times the regular hourly rate of pay. The regular hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation.

7.4. Employees covered by this Agreement may be required to work overtime.

7.5. When the Chief determines that it is necessary to perform work on an overtime basis, such work shall be distributed as equitably and as early as possible among the employees covered by this Agreement. Overtime worked under Article 8 shall not be considered in determining equitable distribution of overtime. The Chief shall maintain a list of overtime hours worked by each employee covered by this Agreement. The initial distribution of overtime shall be on the basis of seniority. Once all employees have been offered an opportunity to work overtime, overtime shall then be offered to the employee who has the least amount of overtime hours on the overtime list. Any employees who refuse an offer to work overtime shall be credited with having worked the hours involved in the assignment so declined for purposes of this Article. Overtime distribution shall be examined on a continuing monthly basis and, accordingly, there shall be a

monthly posting of the credited overtime opportunities. Should an employee be missed for an overtime opportunity under the above procedure, he shall be offered the next opportunity.

7.6. At the Chief's discretion, and to the extent permitted by law, an employee may elect to take compensatory time off for overtime hours worked in an amount equal to time and one half the actual hours worked. The Town, through the Chief, reserves the right to substitute cash for compensatory time.

7.7. All employees shall maintain their Emergency Medical Technician status as established by the Office of Emergency Medical Services. The Town shall pay each officer:

5% of the employee's annual base pay for basic level EMT certification;

7.5% of the employee's annual base pay for Paramedic level EMT certification.

(As increased by so-called Quinn Bill pay – see Article 12.4) as compensation for maintaining Emergency Medical Technician status. This payment shall be distributed in the regular paycheck on a bi-weekly basis. The Town shall reimburse officers for the cost of their EMT and Paramedic state and federal certification fees which occurs once every other year. The Town and the Union agree to work together regarding an employee who needs to resolve a lack of EMT status.

#### ARTICLE 8: Court of Governmental Proceeding Attendance

8.1. Notwithstanding the provisions of Article 7.1. of this Agreement, any employee who is on duty at night or on vacation, furlough or on a day off who is required to attend court or other governmental proceedings in his capacity as a police officer shall receive pay at the rate of one and one-half times one-fortieth his regular weekly salary for each hour or fraction thereof of such attendance but in no event less than four (4) hours such pay; provided, however, that if he so attends during any one day on more than one occasion he shall be so compensated from the time of the first such attendance on that day to the time of the last such attendance on that day.

8.2. An employee on duty at night or on vacation, furlough, or on a day off who is required to attend court or other governmental proceedings in his capacity as a police officer shall be responsible for immediately reporting to the Department any situation in which said employee's attendance is no longer required.

#### ARTICLE 9: Paid Details

9.1 Officers working details shall receive the rate of \$54.00 per hour for private details and \$46.00 per hour (effective July 1, 2016) and \$47.00 per hour (effective July 1 2019) for Town details. There shall be a four hour minimum for private and Town details. For private details, work beyond the initial four hour minimum shall require a second minimum of four hours of pay, and work beyond eight hours shall require a third minimum of four hours of pay. For Town details, the second and third minimums shall not apply. When performing details for a Town department, the officer shall take the same lunch hour as other workers unless specifically directed by the hiring Town department. This lunch hour shall not be billed to the Town. A town detail is defined as a project which is being funded by town appropriation or for which the funding is coming from the department of public work's or another town department's budget. Should a project be funded from

a combination of town funds and, for instance, state/federal funds, then that project shall be deemed a town detail for purposes of this article if the town is supplying a majority of the money (51%) for the project.

Pre-scheduled private details not cancelled two hours prior to the start time will be paid at a rate of 4 hours to the officer that accepted the detail.

Any detail not pre-scheduled within 2 hours of start time will be paid from the time it is determined by the chief as referred to in 9.7, or when the requester calls for said detail. The employee must arrive within 60 minutes of accepting the detail.

9.2. Details worked on the Fourth of July, Christmas Eve (after 5:00 p.m.), New Year's Eve (after 5:00 p.m.), and New Year's Day shall be paid at the rate of double time the applicable detail rate. *With the exception of MERSD on Thanksgiving Day only*, detail work done for private for profit entities will be paid 1.5 times the regular detail rate on all other state holidays as referenced in article 13.1.

9.3. Details under this Article shall be equitably distributed by being first offered to the employee who has the least number of overtime hours credited against him on the overtime list as provided in Article 7. All hours worked or declined on paid details hereunder shall be credited as overtime hours worked or declined on the overtime distribution list as provided in Article 7.

9.4. The Town agrees to establish a special fund to pay employees who work details such special fund shall be established with an initial appropriation of \$5000 requested from Town Meeting.

9.5 Pay earned for detail work will be processed on the next payroll following a request for payment.

9.6. Out-of-Town Details. The Town agrees to allow Officers to work paid details as police officers in neighboring communities. In so doing, the parties understand that existing liability insurance will cover the officers upon approval of this contract by the Board of Selectmen, for details in communities approved by the Chief of Police. The parties also acknowledge that such officers will be eligible for leave under M.G.L. c. 41, §111(F) if incapacitated for duty by reason of injury sustained in the performance of duty in such other community.

The Chief shall have discretion to determine the communities and events to which employees may be assigned and to adopt such other restrictions as he deems reasonable.

9.7 Paid Details. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, if the Chief of Police, in the exercise of his sole discretion, determines that a Police Officer is needed for any work to be done on a public way, or for any related construction, maintenance, or related work, the Chief shall possess the authority to require the presence of a sworn police officer(s) on a paid detail basis.

The Chief shall have the further discretion to determine the number of officers assigned in any such instance to maintain public safety. The Chief or his designee shall review all situations which may require details on a case by case basis. The parties agree that when the Chief or his designee decide that a police officer paid detail is required, the detail shall first be offered to members of the bargaining unit.

No employee may be pre-scheduled to work details which overlap in time with each other prior to completing the first detail assignment. Once an Officer has completed the first detail he or she may commit to a second detail that overlaps the paid time of the first detail.

9.8 Officers working details between the hours of 2300 and 0700 shall receive time and one-half the private detail rate listed in 9.1 per hour for private details. For Town details, when the majority of hours are between the hours of 2300 and 0700, work beyond the initial four hour minimum shall require a second minimum of four hours of pay.

#### ARTICLE 10: Sick and Other Leave

10.1. Every employee occupying a full-time position shall, after his or her first six (6) months of continuous service, receive sick leave with pay for a period equal to one and one-half (1 1/2) days per month of said service. Sick leave under this paragraph may be used if such disability is caused by sickness, injury, or illness, incurred outside the line of duty.

#### **I. REPORTING PROCEDURES:**

- i.) All Personnel are required to report to the Manchester Dispatch/OIC (via phone call) at least one (1) hour prior to the start of a scheduled tour of duty indicating the general nature of the sickness, injury or disability.
- ii.) The dispatcher/OIC shall make the appropriate entry in the computer attendance record. (e.g. PlanIt Police)
- iii.) If the employee plans on being out sick for an extended period of time he/she shall inform the OIC/dispatcher of the approximate length of the anticipated absence and the general nature of the illness. The employee shall notify the chief of police or designee no later than eight (8) hours prior to returning to duty in the event of a prolonged illness. *See Article 10.3 for absences greater than three (3) days.*
- iv.) If the employee reports himself/herself out sick on a given date for one-tour and later determines that they are unable to report for duty on a subsequent tour, then it shall be the employee's responsibility to call dispatch and report to the appropriate OIC each date that they will be out sick so that a report may be generated and the attendance file and duty roster will be updated accordingly.

## II. RETURNING TO DUTY

All officers of this department must supply acceptable medical documentation after returning to duty within seven (7) calendar days, (first day back counted as day one) or their absence will be counted as "Undocumented". Acceptable medical documentation must be in the form of a physician's certificate meeting the following criteria:

- a.) appropriate letterhead
- b.) date of examination
- c.) general nature of the illness/injury
- d.) date of return to work or next scheduled appointment
- e.) Doctor, Physician Assistant or Nurse Practitioner's signature original or electronic signature.

**Note:** Documentation not meeting these criteria will not be accepted and the time absent will be counted as "Undocumented" sick leave for purposes of this policy.

## III. DISCIPLINARY SCHEDULE:

An employee will receive a written warning which will be placed in the employee's personnel file if the employee exceeds ten (10) undocumented sick days.

Disciplinary action will be in according to the following schedule in a given calendar year:

11 <sup>th</sup> undocumented day:	<u>Written Warning</u>
12 <sup>th</sup> undocumented day:	Docked pay for day
13 <sup>th</sup> undocumented day:	Docked pay for day One (1) day suspension
14 <sup>th</sup> undocumented day	Docked pay for day Three (3) day suspension
15 <sup>th</sup> undocumented day	Docked pay for day Five (5) day suspension
16 <sup>th</sup> undocumented day	Docked pay for day Initiation of Departmental charges Leading to long term suspension And/or termination

## IV. Reviews / Patterned Absenteeism

Nothing in this policy shall prohibit the Police Department from verifying the legitimacy of absence due to sick leave.

Nothing in this policy shall prohibit the Police Department from imposing appropriate disciplinary sanctions for patterned absenteeism or falsification of any report required.

No pay will be allowed if an officer attempts to deceive the attending physician in relation to the case or if the employee refuses or neglects to conform to the instructions of the attending physician.

The following absences will not be counted under this policy: 111F; military; funeral; union business; time off due to disciplinary action; vacations; holidays; jury duty; personal days; or an approved leave of absence.

In addition, no pay is allowed if the sickness, injury, or disability is not accidental but is self-inflicted or self-imposed for the sole purpose of evading the intent of this agreement.

10.2. Sick leave allowed under provisions of the preceding paragraph shall be cumulative up to and shall not exceed 221 days.

10.3. When absence on sick leave is for a period of more than (4) four days, each such employee may be required by the Chief to file a form stating the reasons for said absence signed by a regularly licensed and practicing physician before the employee shall be entitled to compensation as herein provided. The Chief of Police, or his designee, shall keep a record of all sick leave granted to each employee in the department.

10.4. Employees whose services are terminated shall not be entitled to compensation in lieu of sick leave not taken.

10.5. The Police Chief may grant an employee leave with pay in the event of serious illness to a member of the employee's immediate family, which leave shall be charged to such leave of such employee.

10.6. An employee absent from duty on account of injury, disability, illness, or exposure to contagious disease incurred in the performance of duty shall receive full injured leave pay during such absence.

10.6.1 Employees who sustain an injury in the performance of their duty shall be eligible to receive injured leave in accordance with the provisions of M.G.L. c. 41, §111(F).

10.6.2 Employees claiming paid injured leave (including a recurrence of a prior injury) under this Article, or seeking indemnification under M.G.L. c. 41, §100 or related applicable sections shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- a. Provide all requested information (such as an injury report) concerning the claimed injury and provide a doctor's note of incapacity for duty;

- b. Provide and release to the Town and its agents all relevant medical evidence and documentation pertinent to the cause, diagnosis, and treatment of the injury for which compensation or reimbursement is claimed;
- c. Undergo an examination by a physician or other medical specialist designated by the Town to determine diagnosis, prognosis and recommendations for treatment, and to advise the Town concerning issues of causation;
- d. Promptly notify the Town of any material change in medical condition, including, but not limited to, any hospitalization or recommended surgery; and
- e. Take all reasonable steps to hasten his return to duty status, and adhere to all prescribed treatments and therapies.

It is understood that medical information will be released and disseminated only to agents of the Town who have a need to know such information to evaluate claims or advise the Town.

10.6.3 An employee seeking or receiving injured leave may be denied such leave for any of the following reasons:

- a. Attempting to deceive or mislead a physician or medical specialist concerning his case;
- b. Failing to cooperate with the Town in obtaining medical or other evidence relating to his injury, incapacity and treatment, in conjunction with initial and follow-up evaluations; or
- c. Failing to make reasonable efforts to comply with treatment and rehabilitation recommendations of the employee's physician.

10.6.4 Employees receiving paid disability leave are not eligible to accrue other forms of paid leave after 180 calendar days on such leave.

10.6.5 Nothing in this Section or Article shall be deemed to impair or diminish the right of an employee to examination and treatment by a physician of his/her choice.

10.7. A Sick Leave Bank is hereby established for the use of persons covered by this Agreement who have exhausted their own sick leave accumulation and who suffer serious and extended non-occupational illness or injury.

- a. The Sick Leave Bank shall be started by a donation of five (5) days from the sick leave of each member of the bargaining unit. When the total number of days available for use by the bank falls to the number in the bargaining unit, each member shall contribute one (1) additional day.

- b. The Sick Leave Bank shall be administered by a sick leave bank committee consisting of three (3) members of the Union and one management representative. One member shall be the Steward of the Union and the second member and third member shall be designated by the membership. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted. The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and the amount of leave:
  - 1. Adequate medical evidence of serious illness.
  - 2. Prior utilization of all eligible sick leave.
  - 3. Length of service.
- c. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- d. The Union shall hold the Town harmless from any liability and indemnify all costs if the administration of the bank is declared illegal in any instance by a court or agency of competent jurisdiction.

10.8. Effective calendar year 2004, no more than two (2) days of personal leave or administrative leave with pay will be granted during each year of this Agreement. One (1) of these days shall be chargeable to sick leave. This leave cannot be carried over from one fiscal year to the next. Requests for administrative leave or personal leave shall be made to the Chief of the Department and permission for such leave shall not be unreasonably withheld. While on such administrative or personal leave, the employee shall suffer no loss of pay or job benefits. Notwithstanding the foregoing, each employee will earn one additional personal day for every continuous six month period during which no sick time is used.

10.9. Any employee reporting ill or otherwise unable to report for his or her tour of duty shall not accept, work, or be assigned to any Special Duty assignment or paid detail for a period of eight (8) hours after the end of the assigned shift for which that employee was scheduled.

10.10. Sick Leave Buy Back. Police officers who retire under the provisions of M.G.L. Chapter 32 or die while in service to the Town will be paid \$25 for each day of accumulated sick leave up to a maximum of two hundred (200) days. To be eligible for this benefit, a police officer must have accumulated at least one hundred (100) days of sick leave and have ten (10) years of service to the Town as a police officer.

An employee who is retiring must provide written notice of his or her intention to retire by November 1st of the fiscal year prior to the fiscal year in which the retirement is to take effect in order to obtain this benefit. If the Officer fails to provide notice as required in the above sentence, he or she shall be entitled to payment in the fiscal year which begins one year after the fiscal year in which the retirement is to take effect.

10.11. Accrual of Leaves. Notwithstanding any other provision of this Agreement, vacation and sick leave accrual shall cease for any employee who is in a no-pay status, or for any



employee who has been continuously absent from work in excess of 120 calendar days for Patrolmen, 90 calendar days for Superior Officers

#### ARTICLE 11: Vacation Leave

11.1. Every employee occupying a full-time position who has been in the continuous service of the Town for twelve (12) months, shall earn fourteen (14) working days of vacation with pay during the first calendar year in which said twelve (12) months have been completed, and in each calendar year thereafter. Every employee who has worked continuously for five (5) years shall earn twenty (20) working days of vacation with pay in each calendar year. Every employee who has worked continuously for ten (10) years shall earn twenty-three (23) working days of vacation with pay in each calendar year. Every employee hired prior to July 1, 2014 who has worked continuously for fifteen (15) years shall earn twenty-seven (27) working days of vacation with pay in each calendar year. Every employee hired prior to July 1, 2014 who has worked continuously for twenty (20) years shall earn twenty-nine (29) working days of vacation with pay in each calendar year. Every employee hired after July 1, 2014 who has worked continuously for fifteen (15) years shall earn twenty-five (25) working days of vacation with pay in each calendar year which is the maximum amount of vacation time that can be earned. Vacation time shall be in addition to an employee's regular days off falling within the vacation week. Vacation time shall not be carried into another calendar year, unless permitted by the Board of Selectmen.

11.2. The scheduling of vacations shall be within the discretion of the Chief except as hereinafter set forth. Vacation selections shall be made as early as practicable in a calendar year. Vacation selections shall be made on the basis of seniority by shift. Except as allowed by the Chief upon request, no more than one employee on each shift may be on vacation at any time. No less than nine (9) employees entitled to two or more weeks of vacation may take two weeks during the months of June, July, August, or September. Swapping or splitting of vacation weeks with other employees may be allowed at the discretion of the Chief.

11.3. Upon the death of an employee eligible for vacation, payment shall be made to the estate or heirs of the deceased for that proportion of the vacation earned, but not used in the calendar year prior to death which the number of days worked bears to the total working days in such year.

11.4. Employees eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid for that proportion of the vacation earned, but not used in the calendar year during which such termination occurred, which the number of days worked bears to the number of working days in such year.

11.5. Absences on account of sickness in excess of that authorized under Article 10 or for personal reasons not provided for therein may, at the request of the employee and with the approval of the Chief of Police, be charged to vacation.

ARTICLE 12: Rates of Pay

12.1. Rates are changed to reflect a 2.25% increase in FY 2017, a 2.25% increase in FY 2018, and a 2.25% increase in FY 2019.

12.1.1 Sergeants Pay Rates

	July 1, 2017 2.25%	July 1, 2018 2.25%	July 1, 2019 2.25%
Step I	\$1250.19	\$1278.32	\$1307.08
Step II	\$1305.80	\$11335.18	\$1365.22
Step III	\$1339.86	\$1370.01	\$1400.84

12.1.2 Patrolmen Pay Rates

	July 1, 2017 2.25%	July 1, 2018 2.25%	July 1, 2019 2.25%
Step I	\$1046.09	\$1069.63	\$1093.69
Step II	\$1095.09	\$1119.73	\$1144.92
Step III	\$1143.80	\$1169.53	\$1195.85

12.2. Every bargaining unit member in a position for which step rates are provided shall receive an increase in compensation to the next higher step rate within his compensation grade when he has completed the required period of continuous service at each rate as follows:

a. One year at the minimum and one year at step II for Patrolmen (Permanent Regular), reaching the maximum rate not earlier than the third year.

b. After achieving the rank of Sergeant, employees will be compensated for two years at Step I, reaching Step II at the beginning of the third year. Employees must serve at the rank of sergeant for four (4) years prior to reaching the Maximum step.

12.3. Any employee scheduled to work on a night shift shall be compensated per shift as follows:

<b>Evening Shift:</b>	- \$11.00
<b>Midnight Shift:</b>	- \$15.00

Such amount shall be paid only if the employee works the shift. Also, such amount shall be added to an employee's base rate for computation for vacation time, comp time, personal days, and for retirement benefits as allowed by law.

12.4. Having accepted the provisions of M.G.L. c. 41, §108L, the Town shall pay to all employees so entitled career incentive pay base salary increases as provided for in such legislation (10% Associates, 20% Bachelors, and 25% Masters); such incentive pay shall also be added to an employee's base salary for the purpose of computing holiday pay, vacation pay, sick pay, injured leave pay, pay for attendance at governmental proceedings, overtime compensation, retirement benefits, and EMT pay. The Town agrees to fully fund so-called Quinn Bill payments for the duration of this agreement. As of July 1, 2014 the aforementioned levels remain in place for existing officers. Going forward, any advancement in one's Criminal Justice education from an accredited College or University will be granted career incentive pay at 50% of the old "Quinn" rate for all officers. For the purpose of calculating the 50%, the "Quinn Bill" Rates and Credit amounts will be adopted. If and when the State of Massachusetts restores funding the "Quinn Bill" again, the Town agrees to increase any member who gets the "50%" to the full amount they are entitled, as was the model in place prior to this change.

12.5. Any Patrolman scheduled to work as Officer-in-Charge shall be compensated at one-fortieth of Step II of the Sergeant's weekly rate of pay. Such sum shall be paid only for the hours worked as Officer-in-Charge.

12.6. The Town agrees to implement the following longevity program:

Any employee in the UNION, who has been employed by the Town as a police officer in current continuous service for the number of years set forth below, shall receive an annual lump sum payment as follows:

10-14 years-	\$200
15-19 years-	\$400
20-30 years -	\$600
30 + years-	\$800

This lump sum payment shall be paid to each eligible employee on the first payroll following an employee's anniversary date.

12.7. Any employee assigned to and performing the duties of Inspector for the Department shall be paid an additional sum of \$350.00 per month in excess of the employee's base pay. Such amount shall not be added to an employee's base rate for computation for any purpose, except for retirement benefits as allowed by law, and for sick and injured leave pay, provided, however, if the Police Officer assigned as Inspector is absent due to sickness or injury, he shall not receive the additional monthly sum hereinabove set forth after the first week of such absence. Any employee that is assigned to or performing the duties of inspector on a part time or as needed basis that exceeds 30 consecutive scheduled work days shall be compensated for each calendar day in which the duties are performed at a rate of \$11.50 per day.

12.8. The Town may, at its discretion, pay employees bi-weekly (i.e. every two weeks).

### ARTICLE 13: Holidays

13.1. Designated holidays shall be New Year's Day, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Martin Luther King's Birthday, and Christmas Day.

13.2. Every employee occupying a full-time position shall be entitled to the designated holidays on the following terms:

Every employee shall be paid one-day's pay at the regular straight-time rate for all holidays except for New Year's Day, Memorial Day, July 4<sup>th</sup>, Thanksgiving, and Christmas. For those five so-called major holidays, employees who work on the holiday will be paid an additional half-day premium. One day's pay shall be based on one-fifth (1/5) the employee's weekly base salary.

### ARTICLE 14: Insurance

14.1. Effective with the 2011-2014 Agreement, bargaining unit members have the option of enrolling in the MIIA HMO Blue NE (Benchmark) plan or its equivalent or a plan offered by the NNEBT program as long as this coverage is less expensive than the MIIA (or equivalent) coverage. Coverage includes: Medical & Prescription, with optional Dental and Vision Insurance which is available solely at the employee's expense.

14.3. The Town and the Union agree to work together to implement a health care account for employees to contribute to in order to maximize tax savings for health care costs.

14.4. All bargaining unit members hired after July 1, 2011 shall contribute 30% of their health insurance premium and the Town shall be responsible for the remaining 70%. All bargaining unit members hired after July 1, 2017 shall contribute 35% of their health insurance premium and the Town shall be responsible for the remaining 65%.

14.5. The premium contribution percentage for employees hired before April 1, 2011, will be calculated annually based on the annual percentage increase in the total premium cost. For any increase over 7.5%, such increase will be doubled and added to the employee premium contribution rate. The current plan's total premium cost is set and effective on a calendar year basis. Any premium contribution percentage increases will be implemented at the beginning of the following fiscal year. In no event shall employees hired before April 1, 2011 have their employee contribution rate increase above a 70% Town /30% Employee split. In the event that the employee contribution rate is increased pursuant to the provisions of this Section, the parties agree that it shall be a permanent increase unless otherwise negotiated.

The calculation for whether there has been a total premium cost increase of greater than 7.5% will be performed by the parties when notification is received from the Health Insurance Carrier of the coming calendar year's premium cost. To perform the calculation,

the total premium amount for all employees will be used. For example, assume the total premium amount in calendar year 1 is \$300,000. The total premium amount for calendar year two is set to be \$330,000. In that example, the total premium cost increased by 10%. Therefore, there was a 2.5% increase in the total premium cost over 7.5%. In this example, each employee's premium contribution percentage would be increased by 5%, with a corresponding decrease in the Town's premium contribution percentage.

Any premium contribution percentage increase will begin at the beginning of the fiscal year following the calculation. For example, should an increase in the total premium cost effective on January 1, 2018 result in a premium contribution percentage increase, then that contribution percentage increase would be effective beginning with fiscal year 2019 (July 1, 2018).

The annual calculation to determine the total premium cost increase will be adjusted based on any changes to employee coverage selections. For example, if an employee changes coverage from an individual plan to a family plan, the amount of that additional cost (based on the current year's costs) would not be used in the calculation. Similarly, if an employee dropped coverage, then that amount would not be deducted when performing the calculation. In order to further illustrate how the calculation shall be implemented, the parties have agreed to include the example on "Attachment A" as part of this Settlement Agreement.

14.6 The Town agrees, that upon retirement, "NNEBT" will continue to be offered as long as it remains a less expensive health insurance option at the same premium contribution percentage as all other retired Town employees. It is also agreed that when a retiree is eligible for supplemental benefits from NNEBT the retiree will be obligated to notify the Town and the Town shall continue coverage at the "supplemental" rate at the same premium contribution rate as other town retirees receiving supplemental coverage until Medicare coverage.

14.7. Unless otherwise provided, the Town will pay the premium for \$10,000 coverage per year, per officer for accidental death and dismemberment insurance for injuries sustained on the job. Employees may purchase greater coverage entirely at their own expense.

14.8. The Town agrees to provide and maintain for all Union members vaccinations against Hepatitis B, Rabies series with periodic boosters, and TB testing. Participation by members in this program shall be voluntary. Officers who do not participate shall sign a waiver.

**14.9 Wellness Incentive Rebate:** The Town shall establish a Health Reimbursement Account for each participating employee. The Town will make an initial payment of \$500 on behalf of each eligible bargaining unit member for FY 19 and again in FY20; however, in no event will the Town make a payment that would result in the bargaining unit member's account exceeding \$1000.

In order to be eligible for this benefit, a bargaining unit member must provide written verification from his/her primary physician to the Town Administrator that he/she has successfully followed/completed the following during the previous FY: 1) An annual physical, 2) All age-appropriate screenings, 3) A health-risk assessment, 4) compliance with any physician-prescribed medicines and/or directives.

The written verification must be submitted in July of each year in order to be eligible for payment, e.g., verification for FY 18 must be submitted in July, 2018 for initial FY 19 payment). It need only verify that the above conditions have been met. The payment will be made promptly upon submission of the verification.

This provision is being implemented on a trial basis only. It will expire on June 30, 2020. It will be subject to negotiation for inclusion in future Contracts.

#### ARTICLE 15: Uniforms and Equipment

15.1. The style and color of an employee's uniform and equipment to be maintained by an employee shall be determined by the Town. Changes in the style and color of any portion of any employee's uniform authorized by the Town shall be paid for by the Town.

15.2. Employee shall, after one (1) year of continuous service, receive a yearly allowance of (\$1000) for uniform maintenance. Such allowance shall be paid into an account for each officer on July 1<sup>st</sup> of each fiscal year and will be paid out as appropriate receipts are submitted. Employees may request reimbursement, pursuant to this section, for books and training literature which are directly related to law enforcement subject to approval by the Chief of Police. In the event that less than \$200.00 remains in an officer's account on June 30<sup>th</sup> of a fiscal year, that amount shall be paid to the officer. Any amount over \$200.00 which remains on June 30<sup>th</sup> will be forfeited. In addition to the maintenance allowance – which is to be used for uniform repair/replacement, each employee shall receive a yearly cleaning allowance of \$300. The cleaning allowance payment will be provided to each employee on July 1<sup>st</sup> of each fiscal year and is not subject to receipt reimbursement.

15.3. The Chief shall authorize the replacement or repair of uniforms or equipment damaged or destroyed in the line of duty at Town Expense. The Chief will authorize the replacement of leather gear when, in the Chief's judgment, it is needed.

15.4. Each police officer covered by this Agreement shall receive, upon appointment to the Police Department, the following equipment:

- (1) nightstick;
- (2) pair of handcuffs;
- (3) pistol;
- (4) holster;
- (5) flashlight;

- (6) traffic belt or vest;
- (7) two (2) breast badges.

Upon promotion to Sergeant, bargaining unit members will receive from the town one (1) Class A uniform.

All such equipment shall remain as the property of the Town of Manchester-by-the-Sea and shall be returned at the end of employment in the Department in good working condition.

#### ARTICLE 16: Posting of Notices

16.1. A bulletin board will be provided by the Town for the publication of notices, and no notice shall be posted except on such board. No denunciatory or inflammatory written material shall be posted on such bulletin board. This board shall also serve as the designated UNION bulletin board for official UNION notices.

#### ARTICLE 17: Funeral Leave

17.1. In the event of death in the immediate family of an employee covered by this Agreement, such employee shall receive funeral leave without loss of pay for the employee for not more than four (4) scheduled work days between and/or including the day of death and the day of the funeral. For the purpose of this Article, the term "immediate family" shall mean and include spouse, mother, father, step-mother, step-father, sister, brother, step-sister, step-brother, child, and step-child. In the event of death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or step-relatives, such employee will be granted funeral leave without loss of pay for one (1) day between and/or including the day of death and the day of the funeral. Up to one (1) day of funeral leave may be taken to attend a memorial service if there has been no funeral in the days immediately following the day of death.

#### ARTICLE 18: Grievance Procedure and Arbitration

18.1. The purpose of this Article is to establish a procedure for resolution of grievances. A "grievance" shall mean a dispute concerning the interpretation or application of this Agreement. All such grievances will be handled as provided in this Article. If a grievance is once settled or if it is not presented within the time limits provided below, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder. If the Town or its representatives fails to answer a grievance within the time limits provided below, such action shall be considered a denial of the grievance.

18.2. The following procedures are established for the resolution of grievance:

Step 1. The employee or the Union must notify the Chief in writing of the grievance within fifteen (15) calendar days after the occurrence of the matter which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence. The grievance shall be signed by the aggrieved employee and/or by a representative of the Union and should contain the following information:

- a. A statement of the grievance which states that part of the Agreement which had been violated;
- b. A statement of remedial action or relief sought;
- c. A statement of the reasons why the aggrieved believes the remedy should be granted.

The aggrieved, the Steward, and the Chief shall meet within seven (7) calendar days and attempt to resolve the grievance. Within seven (7) calendar days thereafter, the Chief shall render in writing his decision in the matter. Such written decision shall be addressed to the Union with a copy to the aggrieved, and the Town Administrator.

Step 2. Should the grievance remain unsettled after the decision of the Chief, the grievance may be submitted by the Union to the Town Administrator and/or Board of Selectmen within ten (10) calendar days after the decision of the Chief is due. The Town Administrator and/or Board of Selectmen will meet with the Union within fourteen (14) calendar days after the submittal in an attempt to resolve such grievance and within seven (7) calendar days after the meeting thereafter answer the grievance in writing.

Step 3. Should the grievance remain unsettled after the decision of the Town Administrator and/or Board of Selectmen, the Union may, within thirty (30) calendar days after the answer of the Town Administrator and/or Board is due, submit the grievance to arbitration, by written notice to such Town Administrator and/or Board. If the parties are unable to agree on the selection of an arbitrator, the Union may request the American Arbitration Association to aid in the selection of an arbitrator pursuant to its Rules and Regulations.

18.3. Arbitration proceedings shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

18.4. The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not have the right to add to, detract from, or in any way alter provisions of this Agreement. The award of the arbitrator shall be final and binding on the parties, provided it is not rendered in violation of M.G.L. c. 150C.

18.5. Only the UNION shall have the right to require arbitration, except as provided in paragraph 18.8.



18.6. Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the parties.

18.7. If the Town fails to respond within a specified time limit, the Union shall be entitled to bring the grievance to the next level. If the Union fails to file a grievance or an appeal within the specified time limit, the grievance shall be waived. The time limits established by this Article may be extended by mutual consent, in writing, of those parties participating at each step in the grievance and arbitration procedure.

18.8. If arbitration is elected by an employee as the method of resolution of any grievance involving suspension, dismissal, removal, or termination, it shall be the exclusive procedure for such resolution, as provided by in Section 8 of General Laws Chapter 150E.

18.9. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance. Neither the Town nor the Union shall be permitted to assert in arbitration any ground or rely on any evidence not previously disclosed or available to the Town and the Union respectively.

#### ARTICLE 19: Legislation

19.1. Should any of the terms and conditions of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such terms and conditions or this Agreement shall remain in force and effect, and the parties shall negotiate immediately for a satisfactory replacement for any such terms and conditions.

#### ARTICLE 20: Effect of Agreement

20.1. This instrument constitutes the entire Agreement of the Town and the Union arrived at as a result of collective bargaining negotiations. 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 said parties.

20.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by

this Agreement. Both parties reserve the right to negotiate to the extent required by law about subjects not covered by the Agreement which may arise during its term.

20.3. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement to all terms and conditions of this Agreement.

20.4. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein in this Agreement.

20.5 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or order promulgated by the Chief of Police or Town.

#### ARTICLE 21: Animal Calls

21.1. Members of the UNION shall be allowed paid time to shower and change after responding to animal calls for the safety of themselves and the general public. Further training shall be provided regarding handling of rabid animals, etc.

#### ARTICLE 22: Military Leave

22.1. State and federal laws shall govern the effect of military leave on salary, vacation allowance, and other benefits.

#### ARTICLE 23: Other Provisions

23.1 License to Carry. The Town shall continue to pay the employee's share of the "license to carry" fees required under M.G.L. c. 140, §131.

23.2. Student Officers It is understood and agreed that under M.G.L. c.41, sec. 96B, student officers are not covered by this collective bargaining agreement or by c.3 1 or G.L. c.41, sec. 111 F, and that such student officers are only entitled to such salary as the Town may provide.

23.3 Training an employee assigned to in-service or recertification training conducted under the auspices of the Massachusetts Criminal Justice Training Council shall successfully complete said training as assigned. In the event an employee fails such training or recertification through his fault, except under those circumstances where appropriate notification of sick or injured leave has been made, he shall attend said training or recertification on his own time at no expense to the Town.

a. Travel Time (vehicle) - Employees attending paid training which is greater than 25 miles from the Manchester Police Station will be entitled to travel time. In all cases, travel time shall not exceed thirty minutes to training and no greater than thirty minutes from training. Total overtime shall not exceed one hour. Employees attending training in lieu of an eight hour shift will not

receive full travel time for training which is under eight hour duration. Should the department require training for any officer that is greater than 50 miles; such travel time shall not exceed a total of two hours consistent with the provisions of this section. Travel distance shall be calculated by Google Maps from Manchester Police Department (10 Central St., Manchester, MA 01944) to the training location using the shortest time. Training, *requested by the employee*, in excess of 50 miles from the Manchester Police Department is only subject up to the one hour rule, if applicable. Under no circumstances shall an employee create a so-called *double-dipping* situation.

b. Use of Personal Vehicle (miles) - Employees utilizing their personal vehicle to attend paid training which is greater than 10 miles from the Manchester Police Station will be entitled to per mile reimbursement. Said reimbursement rate shall be set by the annual Internal Revenue Service (IRS) Standard Mileage Rates bulletin as published. Travel distance shall be calculated by Google Maps from Manchester Police Department (10 Central St., Manchester, MA 01944) to the training location using the shortest time. Reimbursement shall be submitted, with supporting documentation, no later than ten (10) calendar days following training.

c. Employees will not be entitled to travel time or mile reimbursement under this section for attending annual in-service training, EMT/Paramedic certification or re-certification or any training within the Town of Manchester by-the-Sea.

23.4. FMLA/SNLA. The Town shall have the right to adopt regulations and procedures for the implementation of state and federal statutes governing family and medical leave, provided such regulations and procedures do not violate the language of such statutes.

23.5. Performance Evaluations.

The Town and Union agree to implement a formal annual performance evaluation process by July 1, 2017 for all union members. The evaluation form shall be mutually agreed to by the parties. The primary focus of the evaluation process is to ensure strong communications between supervisor and subordinate. The parties agree that if the Town determines corrective actions are needed for an employee's performance, the Town shall use remediation and training methods in good faith to remedy the situation. Performance evaluations are separate and distinct from disciplinary actions. However, performance evaluations may be presented as rebuttal evidence in an arbitration proceeding.

#### ARTICLE 24: ACTING CHIEF'S PAY

24.1 When the police chief is unavailable and, in his discretion, assigns a sergeant to act in his place, such sergeant shall receive \$400.00 per week for the duration of the assignment.

#### ARTICLE 25: DISCIPLINARY INVESTIGATIONS

Employees who are required to submit reports about incidents or other matters under investigation regarding Manchester-by-the-Sea business shall do so promptly, completely, and truthfully when appearing before any judicial, departmental, or other official investigation, hearing, trial or proceeding, and in all ways cooperate fully. This section is not intended to infringe upon an employee's privilege not to incriminate himself under the Federal and State Constitutions.

#### ARTICLE 26: BEACH STICKERS

The Town shall allow each employee of the bargaining unit to purchase one (1) resident beach parking sticker.

#### ARTICLE 27: SHIFT STRENGTH

The Chief will staff each shift with at least one bargaining unit member. It is the Town's intent to have two officers on duty during each shift.

#### ARTICLE 28: DRUG AND ALCOHOL TESTING

28.1 Prohibited Conduct. The following conduct shall constitute an offense under this Article:

- a. The possession, use, transfer, manufacture or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs.
- d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02 or impaired by drugs or alcohol.
- e. Commission of any drug or alcohol related offense.

28.2 Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

28.3 For purposes of this Section, possession shall refer to unauthorized possession.

28.4 Prohibited Drugs. For the purpose of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.

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 and efficiently. Any questions or doubts should be raised with the Chief. Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

28.5 Drug and Alcohol Testing.

A. Employees are required to submit to drug and/or alcohol testing in the following situations:

1. New Hires: Each new employee will submit to a drug test shortly after his or her date of hire.

2. Reasonable Suspicion: When the Town has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. Reasonable Suspicion drug and alcohol testing is defined as when there is sufficient evidence that an Employee has used a prohibited drug and/or engaged in alcohol misuse. A supervisor and a second official trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observation. Determination is based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, and/or body odors of the covered Employee and recorded on the "supervisors observations form" attached to this agreement as Appendix B

3. Post-Incident: Any employee involved in a serious accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy may be directed by the Town to submit to a drug and/or alcohol test.

4. Follow-up Testing: An employee, who has violated the drug and alcohol policy, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

5. Special Assignments: An employee assigned to duties involving narcotics investigation on a regular basis will be required to submit to unannounced testing for drugs.

6. Random Testing: The Town may randomly test 10% of the employees covered by this agreement per calendar year. Employees will be chosen by a third party agreed to by the Town and Union.

7. Failure to Submit to Testing: A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

B. Alcohol Testing Procedures: The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately. A Blood alcohol level of between .02 and .039 will result in the employee being removed from duty for a period of 24 hours. In order to return to duty, the employee must submit to a retest with a blood alcohol level below .02. Any Blood Alcohol level of .04 or greater will be considered a violation of this policy and subject to subsection D below.

C. C. Drug Testing Procedures:

1. Collection: An employee subject to drug testing will be directed in writing to report at a specified time to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with DOT procedures. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture 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 screened initially 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 (DOT), 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. The Testing Laboratory: The testing laboratory shall be selected by the Town from among laboratories that are certified by the Department of Health And Human Service.

4. Reporting of Results: The results of a drug or alcohol test will be reported verbally and in writing to the Chief of the person he 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 test will be maintained

in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

D. Positive Results: The cutoff concentrations for a positive result will be consistent with DOT Rule 49 CFR Part 40 Section 40.87. Before a positive test is reported to the Town by the testing laboratory, the doctor 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 the Medical Review Officer to obtain 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 (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town 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 result will be reported to the Town.

28.6 Searches. The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, Town vehicles, or in other Town owned or controlled containers on the premises that may conceal substances prohibited by this policy. Union members' lockers may be searched at the discretion of the Town provided that the union member whose locker is being searched is present during the search.

#### 28.7 Enforcement.

A. Any employee who violates this Article will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

B. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town may take disciplinary action exclusive of discharge. In order to qualify for this safe harbor first offense, the employee shall be required to meet the following conditions:

1. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.

2. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.

3. The recommended treatment will be set forth in writing, and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.

4. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.

5. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.

28.8 Employee Assistance Program. Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

#### Article 29: Payroll Deduction of Union Dues and Agency Fees

29.1 UNION Dues: Pursuant to the provisions of the Massachusetts General Laws, Chapter 180, Section 17A, Union dues shall be deducted by the Town weekly from the salary of each employee who executes and submits to the Town a Form of Authorization for payroll deduction of Association Dues, as well as fees and/or other assessments. Remittance of the total amount of dues collected by the Town shall be made to the Union Treasurer within twenty (20) working days after the month in which the dues are deducted by the Town.

29.2 Such authorization may be withdrawn by an employee by giving at least forty-five (45) days' notice, in writing, to both the Town and to the Union Treasurer.

29.3 The amount of such weekly Union dues and fees and/or assessments to be deducted by the Town shall be certified by the Treasurer of the Union to the Treasurer of the Town. If the amount once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until twenty-one (21) days written notice of such change has been received by the Town Treasurer from the Treasurer of the Union.

29.4 Pursuant to the provisions of the Massachusetts General Laws, Chapter 150E, Section 12, 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 effective date of this Agreement, whichever is later, each member of the bargaining unit shall pay to the Union any Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining contract administration. The Agency Service Fee shall be deducted each pay period and shall be equal in amount to the sum set from time to time by the Union as their regular dues.

29.5 In the event that the Union chooses to enforce its rights under these provisions against any employee of the Town, the Union agrees to indemnify, defend and hold the Town harmless of and from any liability or claim arising from such enforcement.

#### ARTICLE 30: Fitness Standard

30.1 The parties acknowledge that the health and physical fitness standards set forth in Massachusetts General Laws, Chapter 31, §61A, and its corresponding regulations, are applicable to all officers covered by the Agreement who were appointed after November 1, 1996, except as modified in this Article.

30.2 Such officers are required to maintain their health and physical fitness at a level that meets the standards and shall undergo medical and physical fitness examinations at least once every four years (hereinafter, "in-service examinations") pursuant to M.G.L. c. 31, §61A. The Town will assume the cost for the examinations if not covered by health insurance.

30.3 The Town and the Union agree to the attached annual physical fitness test and standards. The test will be voluntary. Should a bargaining unit member take and successfully complete the test, he shall be immediately credited with one personal day. Said personal day must be used within one year of successful completion of the test or it will be forfeited. Further, use of the personal day must not result in overtime cost to the Town.

#### ARTICLE 31: Duration

31.1. This Agreement shall become effective July 1, 2017 and shall continue in full force and effect until Midnight, June 30, 2020.

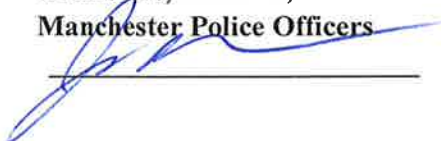
31.2. On or after October 1, 2019 and prior to January 1, 2020, either party may notify the other of its first proposals for a new Agreement to take effect on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

31.3. If negotiations for a new Agreement shall continue beyond June 30, 2020, this Agreement shall continue in force and effect after June 30, 2020 during such negotiations, provided, however, that at any time after June 1, 2020, either party may give written notice to the other of the termination of the provisions of this paragraph no earlier than sixty (60) days subsequent to such notice.

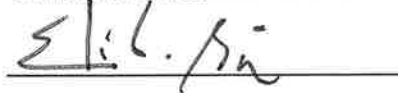
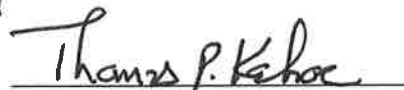
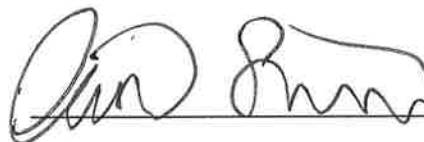
IN WITNESS THEREOF, the parties to this Agreement hereby agree to be bound by this Agreement and have caused this Agreement to be executed in their names by their duly authorized representatives this 30 day of November, 2017.

By signing below, the Town and Union have ratified this Agreement.

Teamsters, Local 42,  
Manchester Police Officers

A blue ink signature, likely of a Teamsters representative, written over a horizontal line.

Town of Manchester Selectmen

A black ink signature, likely of a Town of Manchester Selectman, written over a horizontal line.A black ink signature, likely of a Town of Manchester Selectman, written over a horizontal line.A black ink signature, likely of a Town of Manchester Selectman, written over a horizontal line.A black ink signature, likely of a Town of Manchester Selectman, written over a horizontal line.A horizontal line for a signature, currently empty.

# ATTACMENT

## MANCHESTER BY THE SEA POLICE DEPARTMENT

### EMPLOYEE INCENTIVE PHYSICAL FITNESS STANDARDS

2018

#### MALE

Age	Push-Ups	Sit-Ups	Flex	1.5 Mile
20-29	27	36	16.50	12:51
30-39	21	31	15.30	13:53
40-44	15	26	14.50	14:55
45 and Up	14	20	14.00	15:08

#### Female

Age	Push-Ups	Sit-Ups	Flex	1.5 Mile
20-29	21	27	19.00	15:26
30-39	15	22	18.00	16:27
40-44	13	17	17.90	17:24
45 and Up	12	15	17.00	17:29

Push-Ups                      Maximum amount in one minute

Sit-Ups                        Maximum bent leg in one minute

Flexibility                    Measured stretch of lower back and hamstring

1.5 Mile Run                Timed Event

## ATTACHMENT A

In this example, the Town and the Union are assuming that the Individual Plan in Year 1 is \$100, the Family Plan in Year 1 is \$290 and the Family Plan in Year 2 is \$300 and that Officer Smith is moving from an Individual Plan in Year 1 to a Family Plan in Year 2. The Town and the Union agree that the actual cost of the \$200 increase for Officer Smith moving from an Individual Plan in Year 1 to a Family Plan in Year 2 is not how the calculation shall be implemented. Instead, if an Officer switches plans, the parties will utilize the plan that he is switching to (i.e. going to either an Individual Plan or to a Family Plan) and assume that this is the plan that he was on during the previous year for cost comparison purposes. For example, assume that Officer Smith goes from an Individual Plan in Year 1 to a Family Plan in Year 2 as follows:

	Year 1	Year 2	Increase
Officer Smith Individual	\$100	Family \$300	\$200
Officer Smith Family	\$290	Family \$300	\$ 10

In this example, the Town and the Union would assume that Officer Smith was on a Family Plan in Year 1 (even though he was actually on an Individual Plan) and would then use the increased cost of the Family Plan from Year 1 to Year 2 which is \$10 in order to perform the calculation required by Section 14.5.

## Appendix B

### SUPERVISOR'S OBSERVATIONS

#### Section 1

Employee Name: \_\_\_\_\_  
Employee Job Title: \_\_\_\_\_ Division/Work Unit: \_\_\_\_\_  
Date of Observation: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm  
Location: \_\_\_\_\_ Employee performing safety-sensitive duties? ☐ Yes ☐ No

#### Section 2

Observations: Check ALL that apply:

##### BEHAVIOR

- ☐ stumbled
- ☐ drowsy, sleepy, lethargic
- ☐ agitated, anxious, restless
- ☐ hostile, withdrawn
- ☐ unresponsive, distracted
- ☐ clumsy, uncoordinated
- ☐ tremors, shakes
- ☐ flu-like illness complaints
- ☐ suspicious, paranoid
- ☐ hyperactive, fidgety
- ☐ frequent use of mints, mouthwash, breath sprays, eye drops
- ☐ inappropriate, uninhibited behavior

##### APPEARANCE

- ☐ flushed complexion
- ☐ sweating
- ☐ cold, clammy, sweats
- ☐ bloodshot eyes
- ☐ tearing, watery eyes
- ☐ dilated (large) pupils
- ☐ constricted (pinpoint) pupils
- ☐ unfocused, blank stare
- ☐ disheveled clothing
- ☐ unkempt grooming

##### SPEECH

- ☐ slurred, thick
- ☐ incoherent
- ☐ exaggerated enunciation
- ☐ loud, boisterous
- ☐ rapid, pressured
- ☐ excessively talkative
- ☐ nonsensical, silly
- ☐ cursing, inappropriate speech

##### BODY ODOR

- ☐ alcohol
- ☐ marijuana

Other observations: \_\_\_\_\_

#### Section 3

The observations, are documented above, were made of the employee identified in Section 1.

Supervisor's Name (printed or typed) Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional Witness:

Witness Name (printed or typed) Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Section 4

##### Test Determination:

- |   |  |
|---|--|
| <input type="checkbox"/> Reasonable Suspicion Alcohol Breath Test | <input type="checkbox"/> No Test Conducted                     |
| <input type="checkbox"/> Reasonable Suspicion Drug Urine Test     | <input type="checkbox"/> 8 hours elapsed                       |
| <input type="checkbox"/> No Test Required                         | <input type="checkbox"/> No collection available               |
| <input type="checkbox"/> Employee Refused Test                    | <input type="checkbox"/> Employee transported for medical care |
|   | <input type="checkbox"/> Other (explain) _____                 |

#### Section 5

Employee transported to collection site by: \_\_\_\_\_

Time transported: \_\_\_\_\_ am / pm Collection site: \_\_\_\_\_