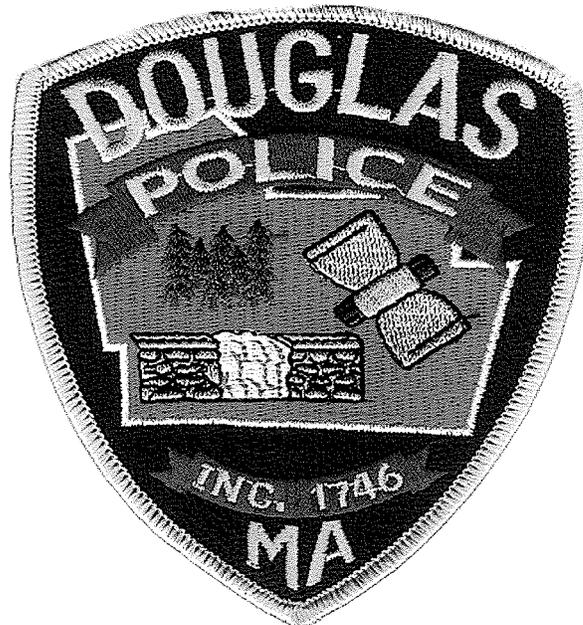


July 1, 2011 - June 30, 2014

CC: Jeanne Lovett  
Aaron McLaughlin

# POLICE UNION CONTRACT

Massachusetts Coalition of Police, Local 150



Agreement between the Douglas Police Officers Association and the Town of Douglas

**Effective: July 1, 2011 thru June 30, 2014**

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## **PERSONS COVERED BY THIS AGREEMENT**

The Town recognizes Local 150, Massachusetts Coalition of Police. I.U.P.A., AFLCIO, as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment, of all Police Sergeants and Police Patrolman (Regular Full Time) of the Douglas Police Department.

## **NON-DISCRIMINATION**

The parties to this agreement agree that they shall not discriminate against members of the bargaining unit because of race, creed, color, sex, age, handicap, union or non-union membership. It is further agreed that neither party will foster or otherwise encourage any discrimination of the aforementioned type that they will mutually work toward a resolution of any discriminatory practice, if any, which are brought to their attention.

## **EMPLOYEES RIGHTS AND REPRESENTATION** **SECTION I.**

Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist and join the Union shall be recognized as extending to participation in the management of the Union, and acting for the Union in the capacity of a Union Officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Police to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with any such group or organization which would violate any rights of the Union under this Agreement. Further, no department official, representative, agent or employee of the Town shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operations, administration or negotiations of the Union.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement
4. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations or conferences as part of the Union, or in his own behalf; or,
5. Refuse to meet, negotiate or confer on matters with officers or representatives of the Union.

## **SECTION 2.**

The members of the Union Bargaining Committee, not to exceed three (3), who are scheduled to work a tour of duty during the Collective Bargaining Negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract or supplements.

## **SECTION 3.**

Union officers, Representatives of Grievance Committee Members, not to exceed three (3), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievance with the employee or others involved and to participate in any grievance step as described in GRIEVANCE PROCEDURES hereof, or in arbitration proceedings consequent there upon. Such Officers, Representatives or Grievance Committee Members who work with any night platoon may have their hours and schedule or work accordingly adjusted to effectuate the purpose of this section.

## **SECTION 4.**

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.

## **SECTION 5.**

Union Officers, Representatives or Grievance Committee Members, up to a maximum total of three (3), in any one instance, shall be granted leave of absence, without pay, but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, the Town meetings, the General Court or other public body, subject to the reasonable discretion of the Chief of Police.

## **MANAGEMENT RIGHTS**

Subject to this Agreement and all applicable law, the Town or its Police Chief reserves and retains all the regular and customary rights and prerogatives of a Municipal Employer, in the exercise of their respective functions of management and in the discretion and supervision of the Town's business.

## **STABILITY OF AGREEMENT**

### **SECTION I.**

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.

### **SECTION 2.**

The 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 the Agreement shall not be considered as a waiver or relinquishment of the right to future performance of any such term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

## **GRIEVANCE PROCEDURES**

Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents (inclusive of the Chief of Police) or the Union and the Town or its agents (inclusive of the Chief of Police) concerning the working conditions, hours of work, wages, fringe benefits or rates of pay referred to or specified in this Agreement, may be processed as a grievance under the following procedures:

**STEP #1.** The aggrieved employee and/or the Union shall first tell the Supervisor the nature and facts of the grievance within five (5) working days of its occurrence and request a meeting. The supervisor shall meet and attempt to resolve the grievance within five (5) working days of the employee's notification. An employee filing a grievance in this step may request to have a Union Representative present

**STEP #2.** If a satisfactory solution is not reached under STEP #1, the employee and/or the Union shall submit the nature and facts of the grievance in writing to the Department Head within five (5) working days of the Supervisor's decision. The Department Head will meet with the aggrieved employee, Supervisor and Union if requested within ten (10) working days of receiving the grievance and will render a decision in writing within five (5) working days. If there is no satisfactory adjustment at STEP #2, the grievance may be submitted to STEP #3.

**STEP #3.** If the grievance is not resolved at STEP #2 or answered by the Department Head within the time limit set forth above, the grievance in written form may be submitted to the Board of Selectmen of the Town within ten (10) working days after the denial or failure to respond by the Department Head. The Board of Selectmen and the Grievance Committee of the Union shall attempt to settle the grievance. The Board of Selectmen shall give their answer to the Grievance Committee within seven (7) days of receipt of such written grievance.

**STEP #4.** In the event that the grievance is not settled in STEP #3, it may be submitted to arbitration within fifteen (15) days of the Board of Selectmen's denial or failure to respond. The arbitration shall be conducted by the rules of the American Arbitration Association. Each of the parties shall be responsible for half of the cost of such arbitration. The decision of the arbitrator shall be binding on both parties.

## **HOURS OF WORK**

The work schedule for all employees will be made out by the Chief of Police or his designee and posted fourteen (14) days in advance. The Chief of Police or his designee reserves the right to alter the work schedule in the event of valid emergency.

The shifts for the work schedule referred to above shall be as follows:

7:00 A.M. To 3:00 P.M. "1" Shift  
3:00 P.M. To 11:00P.M. "2" Shift  
11:00 P.M. To 7:00 A.M. "3" Shift  
7:00 P.M. To 3:00 A.M. "4" Shift  
11:00A.M. To 7:00 P.M "5" Shift

A shift or tour of duty shall consist of eight (8) consecutive hours. The work week shall consist of four (4) consecutive days worked and two (2) consecutive days off in a period of six (6) consecutive days, and shall not exceed a yearly average of thirty seven and one third (37 1/3) hours per work week, except for the purpose of attending training schools as from time to time will be required. Shifts will be bid by seniority and rank. The length of each bidding cycle will be three (3) months.

### **OVERTIME**

Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1 ½) times their regular rate of pay for all hours worked in addition to the hours called on for the posted schedule and all worked performed before or after any scheduled work shift over eight (8) hours. Hours worked on Special Details shall not be counted in determining the number of hours worked for overtime purposes. Overtime shifts will be assigned on a seniority and rank basis whenever possible, according to a pre-posted list, established by the Chief; or his designee, of full-time officers and will be distributed as equitably and practicable except that in emergency the rotation may be bypassed. Time off in lieu of the payment of overtime may be requested by the Employee and may be permitted by the Chief of Police. Such permission shall not be unreasonably withheld. Time off in lieu of payment of overtime at one and one half (1 ½) times the hours owed must be taken in the fiscal year earned and if not taken, then payment for said hours will be made by the beginning of the next fiscal year.

### **CALL BACK**

Call Back (Full-Time Officers) only when an Officer is ordered back to work after a regular tour of duty will receive a minimum of three (3) hours pay at overtime rate. Call Back is defined as the calling back to duty of an Officer after he/she has completed his/her shift and before he/she begins another shift and is not a continuation of a shift or the early start of a shift. The calling in of an Officer one (1) hour or less before the start of a shift shall not entitle the Officer to the three (3) hour minimum. The calling in of an Officer one (1) hour or less after the end of a shift shall not entitle the Officer to the three (3) hour minimum. Calls received within one (1) hour of the end of the shift shall be a continuation of the Officer's shift

### **COURT TIME**

An employee who is not on Duty or on Vacation, Furlough or on a day off, who attends as a witness or in other capacity for or on behalf of the Commonwealth, or the Town in a Criminal or other matter pending in any Court of the Commonwealth, or before any Grand Jury proceeding, or in any Pre-Trial Conference or any other related hearing or proceeding, or who is required or requested by any City, County, Town, State or Federal Government or any sub-division or agency of any of the foregoing to attend or appear before any department, agency, board, commission,

division, authority, tribunal or official of the State or Federal Government or subdivision or agency of either of such Governments, or who attends as a witness or in any other capacity for or on behalf of the Government of the United States, The Commonwealth or the Town in criminal or other matter pending in a Federal District Court, or before a Federal Grand Jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any Federal Court Pre-Trial Conference or any other related hearing or proceeding, shall be entitled to and shall receive overtime compensation for every hour and fraction thereof during which he/she was in such attendance or appearance, but in no event shall such compensation be less than four (4) hours such pay on an overtime service basis ; provided however, that if he/she so attends or appears, during any one day, or more than one occasion, he/she shall be entitled to additional overtime compensation, but not less than four (4) hours such pay for said appearance or attendance, provided further, that if any such occasion occurs on a Holiday which falls on an employee's day off or during his/her Vacation, the employee shall receive additional pay due or provided for under the Holiday and Vacation provisions of this Agreement. Court Time will commence one-half (1/2) hour before the regular period of Court. Court Time shall include the noon lunch hour for the Officer if he/she returns to the afternoon session of Court.

Town furnished transportation shall be used whenever available. If private vehicle is used, mileage rate will be that rate which is afforded other Town Officials. Additionally, Police Officers will be reimbursed for parking fees and tolls incurred by them.

## **VACATIONS**

All employees who have more than forty (40) weeks of service, but less than one (1) year of service shall be entitled to five (5) days Vacation.

All employees who have more than one (1) year of service, but less than five (5) years of service shall be entitled to ten (10) days Vacation.

All employees who have more than five (5) years of service, but less than ten (10) years of service shall be entitled to fifteen (15) days Vacation.

All employees who have more than ten (10) years of service, but less than fifteen (15) years of service shall be entitled to twenty (20) days Vacation.

All employees who have more than fifteen (15) years of service, but less than twenty (20) years of service shall be entitled to twenty-five (25) days Vacation.

All employees with twenty (20) years or more of service shall be entitled to thirty (30) days Vacation.

Vacations shall be picked by seniority and be requested and approved by the Chief of Police prior to the posting of the schedule for the month in which the Vacation will occur. Vacations can only be canceled by the employee unless an emergency serious enough to preempt an authorized absence. Any denial of Vacation Time shall be in writing by the Police Chief to the Officer. Vacation time may be taken at 24 hours notice in accordance with existing Department protocol.

A Full-Time Officer in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation received for such active duty and his/her regular compensation from the Town, provided that the Town shall be limited to a period not to exceed two (2) weeks in any twelve (12) month period and shall not include payment to members of the National Guard who may be mobilized during any emergency in the Commonwealth.

In the event of the death of a Police Officer during his/her employment, any Vacation time earned and not used shall be paid to his/her designated beneficiary.

## **HOLIDAYS**

The following shall be considered Holidays for purposes of this article:

New Year's Day; Washington's Birthday ; Patriot's Day ; Memorial Day; Independence Day ; Martin Luther King Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day ; Christmas Day; One floating Holiday to be used at the officer's discretion.

For the purposes of this article, the "Holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. of each day listed in this section.

Any National Holiday declared within the period of this Agreement shall be added to the present twelve (12) Holidays scheduled.

Each Full-Time Officer will be paid one day's pay for the above listed Holidays. Each Full-Time Officer who works on the above listed day will be paid at the rate of one and one half (1 ½) times their regular hourly rate, in addition to Holiday pay, or if the Employee so chooses he/she may receive his/her regular weekly compensation and an additional compensatory day off to be taken at the Employee's discretion. Holiday time may be taken at 24 hours notice in accordance with existing Department protocol.

## **FUNERAL AND PERSONAL LEAVE**

**FUNERAL LEAVE:** In the event of a death of a spouse, father, mother, child, sister, brother, father-in-law, mother-in-law, grandparent or any person whether adopted, step or foster, or grandchildren residing with the family of an employee, such employee shall be entitled to receive, exclusive of the day of death, up to four (4) days leave, without loss of pay or benefits.

**PERSONAL LEAVE:** Four (4) personal days per fiscal year shall be allowed to Full-Time Officers. When feasible, each Full-Time Officer shall request said leave, one (1) day in advance. The Officer is not required to state a reason for a Personal Day. Any denial of Personal Days shall be in writing by the Chief of Police, or his designee. Such leave shall not be cumulative.

## **SENIORITY**

The length of service of an employee as of the date of hire as a Patrolman Regular Full-Time shall determine the Seniority of the employee. The principle of Seniority shall govern and control in all cases within the bargaining unit, transfer, decrease or increase in the work force as well as preference in assignment to shift work and choice of vacation period and in any other matter which preference is a factor. Under no condition will seniority be the sole determining factor for promotions within the Police Department.

## **APPOINTMENTS**

Appointments to the Police Department shall be on a three (3) year basis with the exception of the first appointment which shall be for one (1) year in which an Officer is on a probationary period. An employee shall be considered probationary for the first twelve (12) months of full-time employment. If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by him/her is not satisfactory to the appointing authority, he/she may, prior to the end of such probationary period, give such employee written notice to the effect, stating the particulars wherein his/her conduct or capacity or the character or quality of his/her work is not satisfactory, where upon his/her employment shall terminate.

## **PAYING POLICE DETAILS**

The following procedures shall be adhered to in the assignment of all Paying Police Details.

A. All employees (Regular Full-Time) will signify in writing from time to time their desire to accept or not to accept Paying Police Details which shall be voluntary, and a current file on this subject will be maintained at Police Headquarters and made available upon request of the Union.

B. The exchanging of paying details or the use of substitutes between such employees is permitted if the Officer of rank assigning details as hereinafter mentioned shall make the re-assignment accordingly.

C. All assignments to paying details shall be made by an Officer of rank, designated by and responsible to the Chief of Police for the equitable and fair distribution of such details. All Paying Police Details will be distributed to employees fairly and equitably as to the number of details, hours and compensation thereof; and averaged on a continuing monthly basis for the purpose of this sub-paragraph. Employees shall be given the maximum possible advance notice of paying detail assignments. Any employee who refused a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for the purpose of detail assignment as a detail actually worked under the heading "Detail Refusal" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such employees.

D. Such Officer of rank shall be responsible for having recorded all assigned paying police details and shall have such assignments posted on detail distribution forms acceptable to the parties daily for the attention of all employees, and said forms placed on a bulletin board at the Station, said forms shall include among other information the

employees name, detail worked, name of person, firm, corporation or entity serviced, number of hours worked, type of detail, compensation received per detail, detail refusal and applicable dates.

E. Any person who performs a paying detail not officially assigned by such superior Officer and recorded and reported as required by the Agreement will not be protected by the provisions of MGL Chapter 41, Sections 100 and 111 F as amended.

F. Any employees claim that he/she has not received his fair share of paying details pursuant to the provisions of the article shall constitute a grievance under this Agreement.

G. Detail distribution forms shall be official records of the Department and shall be made available to the Union for it's inspection and use upon it's request when and if removed from the bulletin board or other place of posting.

H. Regular Full-Time employees (Patrolmen and Sergeants) of the PoliceDepartment shall have the right to first refusal of all Paying Police Details.

I. No extra paid detail assignment shall be made until and unless the requesting organization or activity has agreed to the following rates of pay per employee assigned thereto.

J. For the period of July 1, 2007 through June 30, 2010, the rate of compensation received for details worked shall be forty dollars **(\$40.00)** per hour for the first eight (8) hours of the detail, with a four (4) hour minimum, and fifty dollars **(\$50.00)** per hour for each hour worked in excess of eight (8). Hours of midnight Friday and midnight Sunday and Holidays shall be paid at a rate of fifty dollars **(\$50.00)** per hour for the first 8 hours and seventy five dollars **(\$75.00)** per hour for every hour in excess of eight (8). There shall be an additional five **(\$5.00)** dollars per hour for each detail worked where an alcoholic beverage is served or offered. Officers working details for outside agencies that last more than 4 hours, but less than 8 hours, will be paid a minimum of 8 hours. Details for town departments and functions will be paid the 4 hour minimum and hour for hour after the first 4 hours.

K. An employee engaged in performing an extra paid detail, so-called, for persons, firms, corporations, entities, or other Police Agency not under the jurisdiction of the Town of Douglas shall be paid at his/her own rate under this Agreement or other Agency's rate, whichever is the highest rate of pay.

L. If an officer accepts a paid detail and is unable to begin his/her assigned shift on time due to the detail being longer than anticipated; it will be the responsibility of the officer to make arrangements for shift coverage. If personal agree to cover for the detail officer, then said personnel will be paid for the time covered and the officer working the detail will only be paid for the exact/actual hours of work on that day. If an officer accepts a paid detail and is unable to secure proper coverage, the officer will be required to arrive for duty at the assigned time regardless of the status of the detail.

## **CLOTHING, CLEANING, AND EQUIPMENT**

All new Officers for their first year of service shall be fully and adequately clothed and equipped by the Department and at the Department's expense. The Department will be responsible for the purchase and replacement of uniforms and equipment required for each Officer's successful performance. Each officer will receive **\$1,700 in FY12, FY13, and FY14** for clothing, cleaning, and equipment. Each officer will receive **\$850.00 in the first full pay period of July** and **\$850.00 in the first full pay period of January** for the purchase and maintenance of uniforms and equipment. Newly appointed officers who receive initial issuance of uniforms and equipment will not be eligible for clothing and equipment funds until the next fiscal year following their appointment date. Newly outfitted officers will be eligible for cleaning allowance and will receive **\$150.00 in the first full pay period of active duty** and **\$150.00 six months after their first full pay period of active duty**.

The Town shall be responsible for replacing clothing, personal items and or equipment damaged during the line of duty. The Officer will be responsible for the maintenance of uniforms and equipment.

The standard uniform for the Department will consist of the following:

1. Four (4) pairs of pants
2. Four (4) long sleeve shirts with department patch and flag sewn on.
3. Four (4) short sleeve shirts with department patch and flag sewn on
4. Two (2) jackets - One (1) winter / One (1) spring
5. One (1) duty hat: Air Force Type
6. One (1) Raincoat - Black/Lime reversible.
7. Three (3) badges; Two (2) for jacket / One (1) for hat.
8. One (1) name tag.
9. One (1) pair of collar seals
10. One (1) duty belt with holster, ammo pouch, handcuff case, Billy ring, key holder, four (4) keepers and mace holder with mace (O.C.)
11. One (1) pair handcuffs
12. One (1) pair footwear
13. One (1) Duty Weapon, as assigned or approved by Chief of Police
14. One (1) Necktie (black)
15. One (1) Tie clasp
16. One (1) Black or Blue wool knit sweater

Boots, leather goods, etc., will be replaced as necessary.

All uniform parts and equipment excluding boots will be turned in to the Department upon termination of employment.

## **PERSONNEL ACTION**

No employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause.

## **MISCELLANEOUS**

### **SECTION I.**

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

### **SECTION 2.**

In the event that any statute(s) or action(s) of the Town Meeting of the Town relating to the affecting employees of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), ordinance(s), by-law(s), or action(s) of the Town Meeting of the Town shall prevail, and be applicable as terms and conditions of this Agreement.

### **SECTION 3.**

The Town's Group Insurance Plan (Health and Life Insurance) in force on the effective date of this Agreement and the Town's contribution thereto, shall remain in force for the duration of this Agreement, unless changed by mutual agreement or improved by action of the Town Meeting and/or Board of Selectmen.

### **SECTION 4.**

Except as improved herein, all benefits specified and/or in force on the effective date of this Agreement, or as amended shall be continued in force for the duration of the Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. All benefits presently enjoyed by employees on the department-wide basis, whether or not specified, shall also continue in force for the duration of this Agreement.

## **SEVERABILITY OF PROVISIONS**

If any provisions of this Agreement or application thereof to any person or circumstance, is held unconstitutional or otherwise invalid, the remaining provisions of this Chapter and the application of such provisions to other persons or circumstance, other than those to which it is held invalid, shall not be effected thereby. Upon such decision, the Employer and the Union agree to, within thirty (30), days commence negotiations on the substitute for the invalidated article, section or portion thereof. This Agreement shall take affect as provided in "DURATION" and any rules, regulations, order or parts of such that are inconsistent herewith are hereby held to be void.

## **DEDUCTION OF DUES AND AGENCY FEES**

The Town shall, subject to the provisions of MGL Chapter 150E, deduct Union Dues, Agency Fees and/or assessments upon receipt of a signed authorization card from the members of the Union. The Town shall forward to the Treasurer of the Union such deductions each month following the month deductions.

There shall be an Agency Fee equal to Union Dues. The weekly payment of the Agency Fee shall be a condition of employment. An employee may request a rebate of any portion of the fee to which he may be entitled under M.G.L. 150E, Section 12, by filing a request with the Massachusetts Coalition of Police.

### **DURATION**

This Agreement shall take effect on **July 1, 2011**, and shall remain in full force and effect until **June 30, 2014**. It is further agreed that if no new Agreement has been signed prior to said expiration date, this Agreement will remain in full force and effect until such new Agreement has been signed.

Beginning in the third (3<sup>rd</sup>) year; **July 1, 2013 through June 30, 2014**, the Town may reopen this agreement for negotiations by serving written notice informing the union of its desire to open negotiations.

On or after July 1, 2012, The Union shall notify the Town of its proposals for a new Agreement to be effective on the termination of the Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this section shall be accomplished by the Union's delivery of a proposal to the Board of Selectmen.

### **SICK LEAVE**

Each employee shall be allocated fifteen (15) days Sick Leave per year. Each employee shall be allowed to accumulate his/her sick leave to a total of 200 (two hundred) sick days. Each employee shall be allowed to borrow Sick Leave days from another employee. This policy shall be arranged and managed by the Union with agreement of the Chief of Police. The purpose of Sick Leave Allowance is to provide income to employees absent because of illness. It is expected that Sick Leave will be used only in the event of actual sickness. Sick Leave must be earned and cannot be paid in advance.

### **SICK TIME BUY-BACK**

At the time of retirement from the Douglas Police Department through the Worcester County Retirement, or presiding retirement system, an employee shall receive 50 % of all accumulated sick leave at their straight time hourly rate of pay. This shall not exceed 50% of the maximum accumulated time of any fiscal year of the contract.

A retiring officer shall notify the Chief of Police in writing by the end of December in the previous fiscal year of their intent to retire. This notice will enable the department to request the required funds for the benefit in the following year's operational budget.

If an officer fails to notify the Chief as stated above; chooses to retire unexpectedly; or is forced to retire due to injury or illness; the Town will make every reasonable effort to disburse the benefit as soon as possible after official retirement with the Worcester County Retirement Board. However, depending on the time of the retirement; the Town shall have up to 18 months to disburse the benefit to the retiree.

## **SICK INCENTIVE DAYS**

For the purpose of this section, Sick Incentive Days shall be awarded to employees according to the number of Sick Leave Days used by said employee during the fiscal year. The Incentive days earned by an employee will be awarded on the following fiscal year and used in the same manner as paid Holidays.

The following shall indicate the ratio of Sick Incentive Days earned:

<u>SICK LEAVE USED</u>	<u>INCENTIVE DAYS EARNED</u>
0	7
1	5
2 or more	0

## **INJURED ON DUTY LEAVE**

Injured on Duty Leave shall be provided in accordance with the following provisions:

1. Injured on Duty Leave (“Injured Leave”) shall mean that period of time during which an Employee is entitled to receive compensation while incapacitated for duty as a result of an injury sustained in the performance of his/her duty, pursuant to MGL Chapter 41, Section 111 F.
2. When an Employee finds it necessary to be absent from his/her duties because of an injury sustained in the performance of duty, he/she or his/her agent shall immediately notify his/her Superior Officer or the Chief of Police of such absence. The Town has the right to deny Injured Leave Benefits to an Employee who fails to give such notice. Notice under this section shall include the date, time, and place of said injury and the circumstances under which it was incurred. A notice of injury form must be completed by the Employee or his Superior Officer each time a claim for Injured Leave Benefits is made.
3. The Chief of Police may require the presentation of a Doctor’s letter in connection with any claim for injured Leave Benefits. Such letter shall state the diagnosis of the injury, the expected period of disability, and the casual relationship between the Employee’s performance of his/her duties and the injury.
4. The Board of selectmen shall have the authority to designate a physician to examine the Employee and determine if the Employee is incapacitated and if such incapacity is due to a work-related injury once a claim for Injured Leave Benefits is made by or on behalf of such Employee. The Board shall also have the authority to designate a physician to conduct further examinations at any time it deems reasonable during the time period of incapacity to determine whether such incapacity continues to exist and, if so, the expected period of incapacity. The Town agrees to pay for the cost of any examinations by the Town Designated Physician.
5. If the Employee’s Physician and the Town-Designated Physician disagree as to whether the employee is incapacitated and such incapacity is due to a work related injury, they shall thereupon jointly designate a Physician agreeable to both who shall examine the Employee and render a written medical opinion as to whether the Employee is incapacitated due to a work-related injury, copies of which shall be transmitted by him/her to both the Town-Designated Physician and the Employees own Physician. Pending receipt of such opinion, the Town will not require the Employee to return to duty and shall pay him/her Injured Leave Benefits. If the third Physician determines that the Employee is fit to return to duty, or if the

injury was not work-related, the Employee shall no longer be paid Injured Leave Benefits. The opinion of the third Physician shall be final and binding unless reversed by Arbitration. The expense of the third Physician shall be borne by the Town.

6. No Injured Leave Benefits shall be granted for any period after an Employee has retired or been pensioned in accordance with law or for any period after a Physician, in accordance with the provisions set out above, determines that the Employee's incapacity no longer exists.

### **LIGHT DUTY CLAUSE**

**Work related injury:** An employee who is on leave without loss of pay pursuant to Chapter 41, section 111F of the Massachusetts General Laws may, with written approval of the employees doctor and/or written approval from a physician designated by the town; and at the discretion of the Chief of Police; may be required to perform limited duty on either a full time or part time basis, provided the Chief, in the Chiefs discretion determines that there is limited duty available to be performed by such employee and orders such employee to do so.

The Chief shall assign the officer to the officers normally scheduled shift unless there is no appropriate work to be performed on that shift. In such case the Chief will be able to assign such employee to an appropriate shift or limited duty necessary for the efficient implementation of this section.

**Non-Work related injury:** An employee who is on leave due to a non-work related injury, may with written approval from the employee's physician, be allowed to perform limited duty on either a full time or part time basis, provided the Chief, in the Chiefs discretion, determines that there is limited duty available to be performed by such employee. The Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this section.

**Limited/Light Duty Assignments:** Limited/light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employees physical limitations; including, but not limited to: clerical, dispatching, training, investigative assistance, court work, school related work, public relations, inspections, or any similar limited or light duty task that may arise.

### **SHIFT DIFFERENTIAL**

Each Employee who works between the hours of 3:00 P.M. and 11:00 P.M. shall receive a shift premium of \$9.00 per shift for all 2 years of this agreement.

Each Employee who works between the hours of 11:00 P.M. and 7:00 A.M. shall receive a shift premium of \$10.00 per shift for all 2 years of this agreement.

Each Employee who works between the hours of 7:00 P.M. and 3:00 A.M. shall receive a shift premium of \$9.50 per shift for all 2 years of this agreement.

Shift Premiums shall become a part of the Employee's salary and be payable on Vacation, Sick Leave, Personal Days, Holidays, etc....

## **CAREER INCENTIVE**

### **SECTION I.**

Each Employee who obtains an Associate College Degree, or equivalent as described in the "Quinn Bill", in Law Enforcement, Criminal Justice, etc., shall receive four thousand dollars **(\$4,000.00)** compensation per year.

An Employee, who obtains a Bachelor's Degree in Law Enforcement, Criminal Justice, etc., shall receive seven thousand dollars **(\$7,000.00)** compensation per year.

An Employee who obtains a higher degree, (Master's, Doctorate, etc..) in Law Enforcement, Criminal Justice etc., shall receive ten thousand dollars **(\$10,000.00)** compensation per year.

The Employee must have received his degree on or before June 30 to be eligible to receive compensation for the following fiscal year starting July 1. The premiums will be paid on a bi-weekly basis.

### **SECTION 2.**

Each Employee who attends a college course in Law Enforcement, Criminal Justice, etc., shall be reimbursed by Town up to and not to exceed two thousand dollars (\$2,000.00) per year, per employee, upon achieving a grade of at least a C. Employees are required to notify the Chief of Police by December 1, of their intent to enroll in (a) college course(s).

## **SHIFT BIDDING**

Employees, Regular Full-Time, covered by this Agreement, shall have the opportunity to select their shift assignments, based upon seniority, within their respective ranks. Shift Assignments shall be for a period of three (3) months. A sheet indicating the available shifts for the upcoming months, shall be posted, on the Police Department bulletin board, at least thirty (30) days prior to the next shift change.

Shift Bidding shall take place every three (3) months, and new shift assignments will commence in July, October, January and April of each year. Employees are required to sign the bidding sheet indicating their choice of shift assignment. Any employee who fails to sign the bidding sheet within the allotted time shall be deemed to have no shift preference and shall be assigned to the remaining shifts by the Chief of Police. The Town and the Union have agreed to maintain this practice in good faith for the duration of this Agreement. The Union acknowledges the Town's intention with regard to specialized positions, and has agreed to discuss provisions, and, or addendums to this section, upon the resolution of pending issues with regard to available funds and additional manpower.

## **JOB POSTINGS AND PROMOTIONS**

Whenever a job opening occurs or a new position is created, excluding outside work, a notice of such opening shall be posted on all Bulletin Boards for two (2) weeks. During this period, Employees who wish to apply for the open position or job may do so. The application shall be in writing and it shall be submitted to the Chief of Police.

**POLICE ENFORCEMENT COURSES**

Officers, covered by this agreement, shall attend the mandated 32 hours of In-Service Training per year, and any other training mandated by statute to include, but not limited to, Firearms Training and other re-certifications as needed. When the Chief of Police schedules an Officer to attend a Training Program, the Officer will be paid for the normally scheduled hours of work he/she missed due to their absence for training.

**PATROLMAN PAY SCHEDULE**

<b>Fiscal Year</b>	<b>Academy</b>	<b>Probation</b>	<b>1 Year</b>	<b>2.5 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>10 Years</b>
FY 2012 (+1.5%)	\$600.00	\$889.91	\$991.38	\$1,051.24	\$1,074.86	\$1,099.06	
FY 2013 (+1.5%) Add Step 10	\$600.00	\$903.26	\$1,006.25	\$1,067.00	\$1,090.98	\$1,115.55	\$1,140.65
FY 2014 (+1.5%)	\$600.00	\$916.81	\$1021.34	\$1,083.00	\$1,107.34	\$1,132.28	\$1,157.76

**SERGEANT PAY SCHEDULE**

<b>Fiscal Year</b>	<b>Probation 11% Above Step 10 Patrolman</b>	<b>1 Year 13% Above Step 10 Patrolman</b>	<b>2.5 Years 15% Above Step 10 Patrolman</b>	<b>4 Years 17% Above Step 10 Patrolman</b>
FY 2012	\$1,219.96	\$1,241.94	\$1,263.92	\$1,285.90
FY 2013	\$1,266.12	\$1,288.93	\$1,311.75	\$1,334.56
FY 2014	\$1,285.11	\$1,308.27	\$1,331.42	\$1,354.58

The Chief of Police will have the discretion, when hiring an Officer from another Department (i.e. lateral transfer), in recommending the step level of pay the Officer will receive from the Town of Douglas, said recommendation may not exceed the 2.5 year step of \$1,051.24 in the first year of this Agreement. In reporting the employee's wages in the Annual Town Report, The Town agrees to separate the amounts received from the Police Budget and the amounts received from Private Duty Assignments if said breakdown is submitted by the Police Department and verified with the Town. Figures shall be submitted at the same time the Chief submits the department's annual report.

**NO STRIKE CLAUSE**

No employee covered by this Agreement shall engage in, endure or encourage any strike, work stoppage, slow down or withholding of services to the Town.

**MEALS POLICY**

The Town of Douglas will reimburse its Employees and Officials for meals, in an amount not to exceed ten dollars (\$10.00), when the proper discharge of their responsibilities precludes their going home for a meal. The enforced absence must exceed four (4) hours. The expenditure must be authorized in advance by the Department Head or Committee Chairperson.

**LONGEVITY**

All regular, full-time officers and sergeants covered by this agreement shall receive a longevity payment based upon the following schedule. The payment shall be paid to each officer upon the anniversary date he/she reaches each level, based upon years of service as of July 1st of each year.

**Payment Schedule**

<b>Years of Service</b>	<b>Benefit</b>
5-10 Years	\$600.00
10-15 Years	\$900.00
15 – 20 Years	\$1,100.00
20-25 Years	\$1,300.00
25 Years and Beyond	\$1,600.00

**HEALTH AND WELLNESS**

The Town and Union agree to promote the physical well being of all Employees covered under this Agreement. This shall be for the prevention of injury and illness as well as Officer Safety. The town agrees to reimburse each employee, covered by this agreement, up to **\$475.00** for expenses used as membership fees or dues to a Health Club, Gym or Fitness Program.

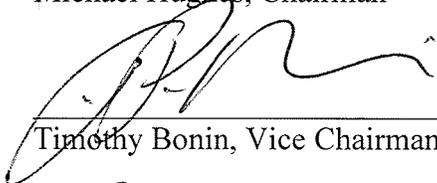
The undersigned hereby agree to the terms and conditions of this contract, and shall maintain its' integrity for the duration of this agreement.



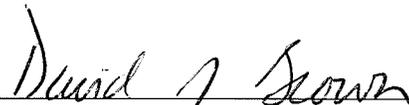
Michael Hughes, Chairman



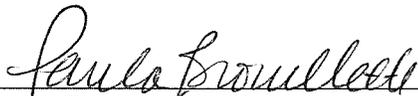
Aaron McLaughlin M.C.O.P, Local #150



Timothy Bonin, Vice Chairman



David J. Brown M.C.O.P, Local #150



Paula Brouillette



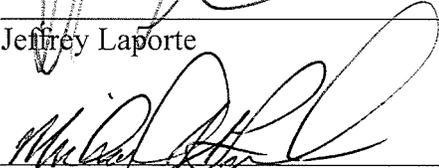
Brett D. Fulone M.C.O.P, Local #150



Mitch Cohen



Jeffrey Laporte



Michael Guzinski  
Town Administrator

Signed and agreed upon on this 5 day of April, 2011.