

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF DUNSTABLE
AND
DUNSTABLE, MA POLICE UNION, NEPBA, LOCAL 7
(POLICE PATROL OFFICERS AND SERGEANTS)

July 1, 2011 – June 30, 2014

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ARTICLE 1
RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment, the Town of Dunstable (the "Town") hereby acknowledges the Dunstable, MA Police Union, (the "Union") as the exclusive bargaining representative of full-time police patrol officers and all full-time police sergeants for the Town, and excluding the Chief of Police; all Lieutenants; all regular and intermittent part-time police officers (regardless of rank); all managerial, confidential, casual and seasonal employees; and all other employees of the Town.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1

The Town will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management, including, but not limited to, the following:

- (a) the operation and direction of the affairs of the Dunstable Police Department in all of its various aspects, including, but not limited to, the mission, budget and goals of the Department;
- (b) the determination of the level of services to be provided;
- (c) the direction, control and supervision of employees;
- (d) the determination of employee classifications;
- (e) the determination, interpretation and change of job descriptions, subject to impact bargaining over job descriptions;
- (f) the determination of the reasonable standards for on-duty appearance of employees;

(g) the determination of the style, color, items and standards of the uniform worn or used by employees;

(h) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;

(i) the increase, diminishment, change or discontinuation of operations in whole or in part;

(j) the institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time, subject to impact bargaining;

(k) the alteration, addition or elimination of existing equipment, facilities or programs;

(l) the determination of the location, organization, and training of personnel;

(m) the assignment of duties and work assignments;

(n) the creation, assignment and change of work shifts, including establishment and change from time to time of shift times and the determination of the number of shift and the changing of the number of shifts, subject to Article 15:

(o) the granting and scheduling of leaves;

(p) the enforcement of working hours;

(q) the requirement, and the assignment, of overtime;

(r) the determination of whether goods should be leased, contracted or purchased;

(s) the hiring, appointment or promotion of employees;

(t) the demotion, discipline, suspension or discharge of employees, subject to Article 14;

(u) the layoff of employees due to lack of funds or work;

(v) the relief of employees due to the incapacity to perform duties for any reason;
and

(w) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary, subject to impact bargaining.

The Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement or Chapter 150E.

Section 2

During an emergency within the Town of Dunstable or outside of the Town of Dunstable if such emergency causes the Town to reasonably believe emergency action must be taken within the Town, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Section 3

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

ARTICLE 3 **NON-DISCRIMINATION**

Section 1

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex/gender, sexual orientation, as defined by law, age, as defined by law, race, color, national origin, religion, handicap disability, genetic information, military status, or any other legally protected class status.

Section 2

If the Town accommodates an employee in a manner required by the Americans With Disabilities Act (“ADA”) and state anti-discrimination laws, that accommodation shall not be the subject of a grievance or arbitration.

ARTICLE 4 **NO-STRIKE**

Section 1

No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, sympathy strike, or other withholding of services from the Town, including refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2

The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, sympathy strike or other withholding of services, including refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

Section 3

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4

Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action.

Section 5

The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this Article.

ARTICLE 5
DUES CHECK-OFF

Section 1

Each collective bargaining unit member shall be required as a condition of employment to pay Union dues. The Town of Dunstable shall deduct regular Union dues in the amount authorized by the employee, from the employee's biweekly paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 2

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE 6
UNION BUSINESS

One elected union official may take reasonable time off without loss of pay to attend meetings conducted pursuant to Steps 1 through 3 of the grievance process; provided, said time off does not interfere with the operational needs of the Police Department. The union official shall not be given additional compensation for attending a grievance meeting that occurs when the official is not working.

ARTICLE 7
GRIEVANCE AND ARBITRATION

Section 1

For purposes of this Article, a “grievance” will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided any matter reserved to the discretion of the Town by the terms of this Agreement will not be subject to this grievance procedure nor construed as being grievable.

Section 2

All grievances will be handled in accordance with the grievance procedure set forth in this Article. References to periods of days in this Article shall be to calendar days. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance.

(a) Step 1 Within five (5) days of the event(s) that gave rise to the grievance, the individual or the Union shall discuss the grievance with the lieutenant, and the lieutenant shall render a decision within two (2) days.

(b) Step 2 If the grievance is not resolved at Step 1, the Union shall submit the grievance in writing to the Police Chief within five (5) days after the lieutenant’s answers the grievance or, if no answer is issued, five (5) days from the date on which the lieutenant’s answer was due. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been violated, and (d) the remedy sought. The date the grievance is received to the Police Chief will constitute the commencement date of the grievance. The Police Chief will meet with the employee and the Union within five (5) days, and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached, the Police Chief will submit a written decision within ten (10) days of receipt of the grievance.

(c) Step 3 If the grievance is not resolved at Step 2 or answered by the Police Chief within the time limit set forth above, the Union may appeal the grievance, in writing, to the Board of Selectmen with a copy to the Police Chief, not later than ten (10) days from the date of the Police Chief's response or the date on which the Police Chief's response was due, whichever is earlier. The Board of Selectmen, in its sole discretion, may elect to meet with the employee or the Union to discuss the grievance or may rule on the grievance without any meeting. The Board of Selectmen will respond to the grievance, in writing, within thirty (30) days after the date of receipt of the appeal.

(d) Step 4 In the event that the grievance is not satisfactorily resolved at Step 3, the Union may submit the matter to final and binding arbitration by the American Arbitration Association within twenty-five (25) days of the Board of Selectmen's decision or in the event no decision is rendered, the date on which the Board's decision was due, whichever is earlier.

Section 3

The award of the arbitrator shall be final and binding upon all parties.

Section 4

The arbitration proceeding shall be subject to the following conditions:

(a) The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.

(b) The arbitrator shall not render a decision contrary to state or federal law.

(c) Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.

(d) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

(e) Grievances may be settled without precedent at any stage of this procedure.

Section 5

The Union or Town's failure to initiate any Step within the appropriate time limit shall be a waiver by the party submitting the grievance and shall result in barring the grievance.

Section 6

The failure of the Police Chief or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Union may move the matter to arbitration.

Section 7

The time limits set forth in this Article may be extended by mutual agreement of the parties.

Section 8

The Board of Selectmen, on behalf of the Town, may also process grievances by filing a grievance with the Union Steward within fourteen (14) days of the event(s) that gave rise to the grievance. The Union Steward and Board of Selectmen shall meet to discuss the grievance at the next regularly scheduled Board meeting (or at a special Board meeting to be scheduled before the next regularly scheduled Board meeting) to discuss the grievance. The Union Steward shall submit a written answer to the Board within thirty (30) days after the meeting with the Board. If the parties are not able to resolve the grievance, the Board may submit the matter to final and binding arbitration by the American Arbitration Association within twenty-five (25) days of the Union's decision or in the event no decision is rendered, the date on which the Board's decision was due, whichever is earlier.

ARTICLE 8
LEAVES OF ABSENCE

Section 1 MILITARY LEAVE

(a) Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year in accordance with Massachusetts General Laws Chapter 149, Section 52A. Employees are also covered by Massachusetts General Laws Chapter 33 § 59, which allows employees to receive the difference between their military pay (excluding travel allowance) during their annual tour and to remain eligible for the same leaves as other employees, unless revoked by the Town.

(b) Employees will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 2 JURY LEAVE

(a) Any member of the bargaining unit who is subpoenaed by a Federal Court, State Court or political subdivision to serve as a juror or is subpoenaed to be a witness outside of his duties as a police officer for the Town will be granted leave for this purpose. The Town will pay the employee the difference between any compensation received from the jury duty or witness stipend and the employee's salary as provided by law.

(b) An employee who is released from jury duty before the end of his scheduled shift must immediately inform the Police Chief or, his designee.

(c) An employee seeking compensation in accordance with this section shall notify the Police Chief of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

Section 3 FAMILY AND MEDICAL LEAVE

The Town shall provide Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FMLA Policy. (See Attached FMLA Policy).

Section 4 MATERNITY LEAVE

(a) Employees shall be eligible for maternity leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

(b) A request for maternity leave should be processed through the Police Chief at least two (2) weeks prior to the anticipated date of departure, barring an emergency, along with notice of the employee's intent to return.

Section 5 SMALL NECESSITIES LEAVE ACT

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the Town's SNLA Policy.

ARTICLE 9 BEREAVEMENT LEAVE

Following the death of a family member, employees are entitled to paid leave of up to four consecutive calendar days. A family member is defined as follows: husband, wife, significant other, child, parent (either spouse), grandparents, brother or sister of employee. All other requests for bereavement leave shall be granted at the discretion of the Chief of Police.

ARTICLE 10 LIGHT DUTY

Section 1

Subject to the conditions set forth in this Article, the Town may require an employee who is on Injured On Duty (IOD) status under Massachusetts General Laws Chapter 41, Section 111F, and who is able to perform light duty, to perform light duty when the Police Chief has

determined that there is suitable full- or part-time work available for which the employee is qualified.

Section 2

Light duty assignments may also be available as a reasonable accommodation under the Americans with Disabilities Act and state anti-discrimination laws.

ARTICLE 11

CONDITIONS OF EMPLOYMENT

Section 1 Drivers License

All employees covered by this Agreement shall maintain a valid drivers' license as a condition of employment. If a permanent employee is disciplined regarding his/her license, the just cause standard shall apply to such discipline. The just cause standard shall not apply to any probationary employee or to any administrative action (i.e., non-disciplinary action) taken by the Police Chief regarding an employee's license.

Section 2 First Responder

As a condition of employment, all employees covered by this Agreement shall meet the requirements of Massachusetts General Laws Chapter 111, Section 201, and will include:

- (a) Annual C. P. R. [re]certification.
- (b) Valid and current certification in the use of defibrillators; and
- (c) First aid, as required by first responder training law.

In the event any employee fails to meet the requirements of this Section 2, the employee shall be given fourteen (14) days to complete any remedial training and to retake the required examination; provided, the employee shall be placed on an unpaid administrative leave of absence for any period for which the employee fails to meet the requirements of this Section 2. If a permanent employee is disciplined regarding his/her First Responder certifications, the just cause standard shall apply to such discipline. The just cause standard shall not apply to any

probationary employee or to any administrative action (i.e., non-disciplinary action) taken by the Police Chief.

In order to give each employee a reasonable opportunity to continue to meet the requirements of this Section 2, the Town will make reasonable efforts to schedule examinations far enough in advance to give the employee two (2) opportunities to pass the examination before the employee's certification expires. No employee shall be placed on unpaid administrative leave in accordance with the immediately preceding paragraph unless the Town has met its obligations under this paragraph.

Section 3 Firearms Proficiency

All employees covered by this Agreement shall meet such reasonable firearms proficiency and marksmanship standards, as may be established by the Chief of Police. In the event any employee fails to meet the requirements of this Section 3, the employee shall be given fourteen (14) days to complete any remedial training and to retake the required examination provided, the employee shall be placed on an unpaid administrative leave of absence for any period for which the employee fails to meet the requirements of this Section 3. If a permanent employee is disciplined regarding his/her failure to meet proficiency and marksmanship standards, the just cause standard shall apply to such discipline.

In order to give each employee a reasonable opportunity to continue to meet the requirements of this Section 3, the Town will make reasonable efforts to schedule any examination far enough in advance to give the employee two (2) opportunities to pass the examination before the employee's current certification expires. No employee shall be placed on unpaid administrative leave in accordance with the immediately preceding paragraph unless the Town has met its obligations under this paragraph.

Section 4

Employees will not smoke at any time as a condition of employment.

ARTICLE 12
HEALTH INSURANCE

The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

ARTICLE 13
REDUCTION-IN-FORCE

Section 1

The Town may layoff employees. The Town shall determine from which rank(s) employees shall be laid off. Within each rank, employees shall be laid off on the basis of seniority (least senior employees within each rank shall be laid off first). In the event the Town lays off one or more sergeants, the sergeant(s) may bump a less senior patrol officer. Notwithstanding the obligation to impact bargain under Section 1 (u) of Article 2, Management Rights, the determination of the necessity of layoffs, the number of employees to be laid off, and the reassignment of employees as a result of a reduction in force are essential elements of management.

Section 2

Employees who are laid off shall be eligible for recall from layoff for two (2) years, and shall be offered recall before the Town hires an individual who is not on the recall list. An employee who rejects a recall opportunity shall be removed from the recall list. Within each rank, employees shall be offered recall on the basis of seniority (most senior employees within each rank shall be offered recall first). The recall of employees from layoff is an essential element of management. The Town will advise employees offered the opportunity to be recalled from layoff by certified mail, return receipt requested. An employee who is offered the opportunity to be recalled from layoff must advise the Town of his/her decision to accept the opportunity within five (5) working days.

Section 3

For the purposes of this article, "seniority" shall be defined as full-time continuous employment in a bargaining unit position. A break in continuous employment in a bargaining unit position shall include any separation from employment including, but not limited to,

terminations with or without just cause, resignations and retirements, and any period of unauthorized leave. For unpaid authorized leaves of absence (e.g., FMLA leave, maternity leave), the employee's seniority shall not be reduced by the length of the employee's leave.

Section 4

In the event of a layoff of one or more bargaining unit members, the Town will offer the laid off bargaining unit member(s) a position as a part-time patrol officer. If the bargaining unit member accepts the position as a part-time patrol officer, he shall maintain his position on the rotating list for extra paid details as if he were a member of the bargaining unit. Similarly, he shall maintain his position on the rotating list for overtime opportunities, but shall only be paid his base rate when accepting an "overtime" opportunity unless otherwise required by law. The benefits of this paragraph shall cease upon the laid off bargaining unit member's acceptance of a full-time law enforcement position with another agency or the expiration of the bargaining unit member's two (2) year recall period established in Section 2 above, whichever occurs first.

A bargaining unit member offered part-time employment as a result of a layoff shall not have any greater or lesser right to continued employment as a part-time patrol officers than any other part-time patrol officer has, and any matter pertaining to a part-time patrol officer's employment other than his proper placement on the extra paid detail list or overtime list shall not be subject to the grievance and arbitration process.

ARTICLE 14 **PROBATIONARY PERIOD; DISCIPLINE**

Section 1

Employees shall serve a twelve (12) month probationary period during which they may be disciplined up to and including termination without cause.

Section 2

Employees who have successfully completed the probationary period shall not be disciplined except for just cause.

Section 3

(a) Oral reprimands to employees who have successfully completed the probationary period may be processed to Step 3 of the grievance process, but may not be processed to arbitration.

(b) Written reprimands to employees who have successfully completed the probationary period may be process to Step 3 of the grievance process, but may not be processed to arbitration except for the following exception:

(i) Any employee who receives a written reprimand that becomes the subject matter for a criminal or civil issue may file a grievance that will be subject to the arbitration process as outlined in Article 7 (Grievance and Arbitration). For the purposes of timeliness, the grievance process will begin on the date that the employee was notified in writing about a criminal or civil issue against him/her.

ARTICLE 15 **HOURS OF WORK**

Section 1.

Bargaining unit employees shall work a 5 & 2 schedule (i.e., 5 days on and 2 days off). The shifts shall be 8 am to 4 pm; 4 pm to 12 pm and 12 pm to 8 am.

Section 2.

Notwithstanding the provisions of Section 1, the Chief of Police may schedule shifts as necessary, including shifts of as short as two hours, for the Memorial Day Parade, Strawberry Festival, engine show, Summerfest, pizza night, town cleanup and senior events.

Section 3.

Patrol shifts shall be bid twice a year. The first bid shall occur no later than December 1st to take effect on January 1st. The second bid shall occur not later than June 1st to take effect on July 1st. Preference shall be given on the basis of seniority.

When a vacancy occurs in shift in the period between shift bids, the Chief shall offer the vacant shift to volunteers by seniority. Failing a volunteer, the Chief may assign the junior officer to the vacant shift.

ARTICLE 16 **COMPENSATION**

Section 1

The wages for patrol officers and sergeants during the term of this Agreement shall be as provided for in *Attachment A* to this Agreement.

Section 2

Officers who actually work the 2nd shift shall receive a shift differential of 5%. Officers who actually work the 3rd shift shall receive a shift differential of 7%. No shift differential shall be paid for periods of leave including, but not limited to, vacation leave, sick leave, personal leave, bereavement leave and injured-on-duty leave.

Section 3

Officers shall receive a stipend of one hundred dollars (\$100) for each of the following specialties for which s/he is qualified. These specialties shall include: defibrillator, crime scene investigator, school resource officer, firearms instructor, court officer, sexual assault investigator, LEAPS operator and defensive techniques instructor, as well as, computer administrators.

Section 4

A bargaining unit member who is not on duty and is called in to work after the end of his/her shift shall be paid one and one-half times his/her base hourly rate for a minimum of 4-hours; provided, the call in does not merge with the beginning or ending of a scheduled shift.

Section 5 Longevity shall be paid as follows:

5 years - \$500
10 years - \$1000

15 years - \$1500

Section 6

The Town agrees to provide educational incentive pay in accordance Massachusetts General Laws Chapter 41, Section 108L, the so-called, "Quinn Bill" as it may be amended from time to time.

ARTICLE 17
TUITION REIMBURSEMENT

Employees will be reimbursed for criminal justice courses (or core courses required in connection with a criminal justice degree program) including Graduate or Law degree in which they receive a grade of "C" or higher or, if the course is a pass/fail course, a passing grade to a maximum of \$800 per year provided the courses have been pre-approved by the Police Chief.

ARTICLE 18
TRAVEL REIMBURSEMENT

The Chief of Police (or his designee) shall determine whether to assign a Town vehicle or to require the employee to use his/her personal vehicle for official business. In the event a bargaining unit member is required to use his/her personal vehicle for official business, s/he shall be reimbursed at the IRS mileage rate. Employees shall also be reimbursed for parking and tolls.

ARTICLE 19
OVERTIME

Section 1 Employees shall be on a 28-day work period for the purposes of the Fair Labor Standards Act (FLSA). The next 28-day cycle shall begin on July 1, 2011.

Section 2 Overtime shifts shall be assigned using a rotating list established by seniority and the overtime list shall include full-time bargaining unit employees and the lieutenant(s). No other employees of the Dunstable Police Department shall be allowed to work overtime assignments until the established list of full-time officers, including lieutenant(s), have been contacted and have refused the assignment. If no officer on the rotating list accepts an overtime opportunity, the overtime may be offered to part-time officers or the Chief of Police (or his

designee) may order an officer to fill the shift. Order-ins shall be in inverse order of seniority based on a separate order-in list.

An officer on the rotating list who does not accept overtime shall remain at his/her current position on the rotating list (i.e., s/he is not placed at the bottom of the rotating list). The rotating list shall be posted and available for officers' review.

If the Chief of Police determines, in his discretion, that the overtime assignment requires unique qualifications (e.g., firearms training – armor, homicide – detective, dog track – K-9 officer, etc.), he may assign the overtime without regard to the rotating/order-in lists.

Section 3 Any employee who is required by the Town to attend any school course or instruction or training session, except the police academy, or act as an instructor, shall be paid at overtime rates for a minimum of four (4) hours.

Section 4 Overtime shall be paid for hours actually worked in excess of forty (40) per week at a rate of one and one-half times the officer's base hourly rate; provided, holiday, vacation, bereavement, personal and sick leave shall count as actual hours worked for the purposes of this Section 4.

Section 5 Department meetings shall be paid on an hour-for-hour basis at straight-time, unless the officer is otherwise eligible for overtime under Section 4.

ARTICLE 20 **EXTRA PAID DETAILS**

Section 1

All details shall be offered fairly and equitably. To that end, extra paid details shall be assigned using a rotating list established by seniority and the detail list shall include full-time bargaining unit employees, lieutenants and the Chief of Police.

The current file of names will be maintained at police headquarters. The list shall begin by seniority and then revolve to the next member listed. If an officer refuses a detail, he will not

be charged for that detail and shall maintain his place on the list. It is understood the first obligation of police officers is to fill all vacancies in the regular tours of duty.

Section 2

If no officer on the rotating list accepts a detail, the detail may be offered to non-bargaining unit employees including officers from another Police Department.

Section 3

All assignments to details (and the administration of details) shall be handled by the Chief of Police or his designee. Neither the Chief nor his designee will assign an officer to a detail if it will conflict with a shift, and an officer shall not accept a detail if doing so will result in the officer not being able to safely work his/her next shift (i.e., due to fatigue), but the officer would maintain his name on the list.

Police officers shall be given the maximum possible advanced notice of detail assignments.

All assigned details will be posted on a chart and available to police officers.

Section 4

Any officer who performs a detail not officially assigned by a superior officer and recorded and reported, as required by this Agreement, will not be eligible for benefits pursuant to Massachusetts General Laws Chapter 41, Sections 100 and 111F and as amended. Therefore, there will be no extra duty detail performed unless he has been officially assigned pursuant to this Agreement.

Section 5

All detail assignments shall be made for a minimum of four (4) hours when the person, firm, corporation, or non-Town government agency requests or is required to have such detail, and such detail shall be paid at the following rate:

Effective upon ratification \$41.00

Effective July 1, 2011 \$42.00

Town details shall be paid at time and one-half the top step for the officer's rank.

Employees who accept a detail shall receive not less than four (4) consecutive hours pay. Employees who work non-Town details shall be paid in four (4) hour blocks (e.g., non-Town details in excess of four (4) hours will be guaranteed eight (8) hours pay); provided, non-Town details in excess of eight (8) hours will be paid on an hourly basis; and provided further, all hours worked in excess of eight (8) hours shall be paid at a rate of one and one-half times the detail rate. The four (4) hour minimum shall be paid in case of cancellation by the party requesting the detail unless the employee is notified at least two (2) hours in advance.

Section 6

Employees who work a non-Town detail on a Saturday, Sunday or holiday shall be paid at the rate of time and one-half the detail rate.

Section 8

For the purposes of this Article, Town details shall include, in addition to formal Town details, details for the events specified in Section 2 of Article 15.

ARTICLE 21
VACATION LEAVE

Section 1

Paid vacation leave shall be granted, as follows:

<u>Period of Service Completed</u>	<u>Vacation Time Earned</u>
Less than 1 year	Up to 10 days
1-4 years	10 days
5-9 years	15 days
10-19 years	20 days
20+ years	25 days

Section 2

(a) Vacation may not be taken until after the successful completion of six (6) months of employment.

(b) Employees on unpaid leave or injured-on-duty leave at the beginning of a fiscal year shall not receive vacation leave for that fiscal year until returning to active duty. An employee who returns from unpaid leave during that fiscal year shall receive a prorated amount of vacation leave.

(c) All vacation time must be used in the fiscal year it is granted.

(d) Vacation leave requests will be granted or denied as quickly as possible. Vacations shall be granted on "first-come, first-served basis"; provided vacation requests submitted on the same day shall be considered to have been submitted at the same time. If two or more officers request vacation leave for the same day at the same time, the more senior officer's request will be granted, subject to the Police Chief's general authority to grant and deny requests for leave.

(e) Employees may use vacation leave in single day increments.

(f) Upon separation from employment, employees shall be compensated for accrued, but unused vacation leave.

ARTICLE 22 **SICK LEAVE**

Section 1

Employees shall accrue 1.25 days of sick leave per month up to fifteen (15) days of sick leave each year.

Section 2

Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of his/her duties by personal illness. Notification of illness shall be given to the Police Chief, or his designee, as early as possible, but not later than the beginning of the

employee's shift. The Police Chief, or his designee, may request a physician's certificate of illness after three (3) days absence from work or if he suspects such leave abuse.

Section 3

Unused sick leave may be carried over up to a maximum of 175 days.

Section 4

Upon retirement, an employee will be paid for 25% of the employee's accumulated sick leave, up to a maximum of 175 days.

Section 5

Absences on account of illness in excess of authorized sick leave may, upon written request by the employee, be charged to the employee's vacation or personal leave account.

Section 6

Effective July 1, 2011 the following sick leave incentive plan shall apply: Officers who use no sick, injury and/or family illness days over a sick (6) month calendar period will receive eight (8) hours of compensatory time off at the conclusion of each six month period. Compensation time accrued under this incentive must be requested and will be granted in the same manner as requests for personal leave under Section 4 Article 21.

ARTICLE 23
PERSONAL LEAVE

Section 1

Employees shall be granted up to three (3) days personal leave in each fiscal year provided, however, in the first year of employment, employees shall not be eligible for personal leave for the first six (6) months of employment.

Section 2

Employees on unpaid leave or injured-on-duty leave at the beginning of a fiscal year shall not receive personal leave for that fiscal year until returning to active duty.

Section 3

Personal leave may not be carried over to the next calendar year, and employees shall not be compensated for unused personal leave upon retirement, resignation or separation from employment.

Section 4

An employee must request personal leave from the Police Chief, or his designee, in writing and the request for leave will be approved provided coverage has been arranged. Coverage will not be required in the event of an emergency.

ARTICLE 24 HOLIDAY LEAVE

Section 1 The Town observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Section 2 Each employee shall receive eight (8) hours pay for the holiday or may "bank" the holiday provided that all such banked holidays must be used before the end of the fiscal year in which they occur.

Section 3. Employees who work on the holiday shall be compensated at time and one-half their base hourly rate.

ARTICLE 25 UNIFORMS; EQUIPMENT

Section 1

Each bargaining unit member shall be eligible for a clothing allowance of \$875 for fiscal year 2012, \$950 for fiscal year 2013 and \$1025 for fiscal year 2014.

Section 2

Each bargaining unit member will be supplied with so called soft body armor at the Town's expense. Said body armor shall be replaced on or before its expiration as determined by the manufacturer. The Chief of Police may, in his discretion, establish procedures regarding when soft body armor must be worn. On or before November 1st of each year, any officer whose body armor will expire prior to September 1st of the following year, must give notice to the Chief of Police of such expiration to allow the Chief of Police to adequately budget for the replacement of such body armor. Failure to comply with this provision shall result in a waiver of the Town's obligations to provide the officer with such body armor until the next November.

Section 3

Bargaining unit members who have their uniforms and/or equipment damaged in the performance of their official duties through no fault of their own shall have those items replaced at the sole expense of the Town. Any monies recovered by the Town for damage to an officer's uniform and/or equipment shall belong to the Town.

Section 4

In the event the Town elects to change the official uniform for bargaining unit members, it shall give the Union notice of the change and an opportunity to bargain over the impact of the change.

ARTICLE 26 **PERFORMANCE EVALUATIONS**

The Chief of Police, or his designee, shall conduct performance evaluations of each bargaining unit member on or about January 1 and July 1 of each year utilizing the form attached

hereto. In the event the Town wishes to materially change the evaluation instrument, it agrees to bargain over the impact of that change.

ARTICLE 27
COURT TIME

Officers who are required to appear in court (including Grand Jury proceedings) or before any tribunal (including state and federal agencies), or to meet with a District Attorney or United States Attorney in connection with such appearance when not scheduled to work in connection with the performance of their official duties shall be compensated at one and one-half times their base rate for a minimum of four (4) hours. Officers are required to provide documentation from the court, agency or District/US Attorney's office demonstrating the need for their attendance (unless the court, agency, etc., has previously contacted the Chief or his designee).

Officers attending court, appearing before a tribunal or meeting with a District/US Attorney in connection with the officer's official duties will generally be provided with a police cruiser. In the event the officer is required to use his personal vehicle, the officer shall be reimbursed for reasonable travel expenses for court appearances. The Chief, or his designee, shall determine whether a cruiser will be used.

ARTICLE 28
SHIFT SWAPS

Unlimited shift swaps are permitted subject to the approval of the Police Chief (or his designee). Officers wishing to swap shifts shall submit a request to the Police Chief or his designee as soon as possible. Shift swaps shall be granted in the discretion of the Police Chief or his designee.

ARTICLE 29
BULLETIN BOARD

The Town shall provide space for a bulletin board in a designated area of the Police Department for Union notices. The Union will not post notices of a derogatory, libelous or profane nature and such notices shall be limited to a bona fide Union activity. The Union shall not post notices at any Town location other than on the approved Union bulletin board in the

Police Department. The posting of any notice shall be subject to the prior approval of the Police Chief provided the Police Chief shall only deny notices that do not comply with the provisions of this Article.

ARTICLE 30
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 31
STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2

The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

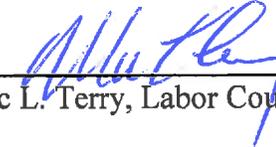
ARTICLE 32
DURATION

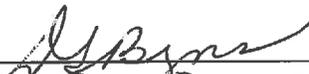
This Agreement will be effective from July 1, 2011, except as otherwise provided for, and will remain in full force and effect until June 30, 2014, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than sixty (60) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

THIS AGREEMENT is subject to ratification by the Union and by the Board of Selectmen, and to appropriation by Town Meeting.

TOWN OF DUNSTABLE

DUNSTABLE MA, POLICE UNION

By: 
Marc L. Terry, Labor Counsel

By: 
Diane Byrnes, Representative

Date: 12/5/11

Date: 12-16-11

RATIFIED BY:

RATIFIED BY:

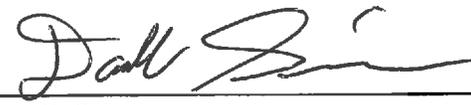
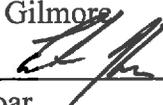
TOWN OF DUNSTABLE
By its Board of Selectmen

DUNSTABLE, MA POLICE UNION


Walter Alterisio, Chair

Kenneth Leva

Daniel Devlin


Darrell Gilmore

Erik Hoar

Date: 12-12-2011

Date: 12-12-11

As to Legal Form: 
Marc L. Terry, Esq., Labor Counsel

Attachment A

Fiscal Year 2012 (1%)

Patrolman: July 1, 2011 to June 30, 2012 \$25.06

Sergeant July 2011 to June 30, 2012 \$27.58

Fiscal Year 2013 (1%)

Patrolman July 1, 2012 to June 30, 2013 \$25.31

Sergeant July 1, 2012 to June 30, 2013 \$27.86

Fiscal Year 2014 (1%)

Patrolman July 1, 2013 to June 30, 2014 \$25.56

Sergeant July 1, 2013 to June 30, 2014 \$28.14

*Master Patrolman shall also receive an additional annual payment of \$460.40 paid in bi-weekly installments of \$17.64 calculated based on 26.1 pay periods per year.