

AGREEMENT

BETWEEN

THE TOWN OF TEMPLETON, MASSACHUSETTS

AND

POLICE LOCAL 155 – AFL – CIO – MASS. COALITION

JULY 1, 2015 – JUNE 30, 2018

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ARTICLE 1: RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all employees who are party to the bargaining unit of the Town of Templeton as certified by the Massachusetts State Labor Commission conducted on November 18, 1981 MCR-3234.
- 1.02 The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent and negotiate and bargain collectively for all employees within the bargaining unit. It shall be responsible for representing the interests of such employees without discrimination and without regard to Union or non-union membership.
- 1.03 Pursuant to such representation the Employer will allow a unit member who serves on the bargaining committee the opportunity to attend any bargaining session with the Employer that may be scheduled during his/her regular working hours without loss of pay while he/she is so engaged with the provision that he/she notify the Chief twenty-four (24) hours in advance of the date, place and time of such meeting.
- 1.04 Bargaining Committee members scheduled for duty during the scheduled bargaining sessions will be allowed to attend these meetings without loss of pay or benefits and without incurring additional duty obligation. The Chief will arrange for suitable town coverage during these sessions. This article is to be understood that the Chief of Police has the power to adjust the shift and/or part of the shift required for the member officer of the Police Local Union 155 Contract Negotiating Committee to attend scheduled police contract negotiating meetings with the Town Police Contract Negotiating Committee.
- 1.05 The bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate Town Meeting or governing body the necessary appropriations and by-law changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions of the Agreement which require that necessary appropriations be made and authorized by the Town Meeting are subject to said authorization and conditional upon the granting of said authorization by the Town Meeting; and in the event that said necessary authorization is not given by the Town Meeting, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their record.
- 1.06 When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position.
- 1.07 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

TEMPLETON POLICE ASSOCIATION LOCAL 155
MASSACHUSETTS COALITION OF POLICE AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Effective _____, I hereby request and authorize the Town of Templeton to deduct from my earnings each 2nd monthly payroll period the amount of one hour's pay at time and one-half the top patrolman's rate. This amount shall be paid to the treasurer of the Templeton Police Association, MCOP, and represents payment of my Union Dues. I further authorize any change in amount to be deducted which is certified by the above named employee organization as a uniform change in its Union Dues structure.

Signature _____

Date _____

Street _____

Town _____

State _____ Zip Code _____

Phone _____ Job Title _____

ARTICLE 2: UNION DUES

- 2.01 Employees of the bargaining unit may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached. (see prior page)
- 2.02 The Town agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with the list of employees who have such dues deducted. Such remittance shall be made the third week of the succeeding month.
- 2.03 The Town Treasurer will deduct a flat rate once a month, each second payroll period.

ARTICLE 3: AGENCY SERVICE FEE

- 3.01 In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A.C. 150E, 12), effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more shall pay to the Union an Agency Service Fee. Such fee shall be paid monthly and shall be commensurate with the periodic dues charged by Local #155 to its members.
- 3.02 The Union will indemnify, defend and hold the Town blameless against any and all claims made and against any suit instituted against the Town on account of any check off of Union dues or Agency fee provision.
- 3.03 The Union agrees to refund to the Town any amount paid to it in error on account of the check off and Agency fee provision upon presentation of proper evidence thereof.
- 3.04 The Union certifies that this collective bargaining agreement is formally executed pursuant to vote of a majority of all employees in the bargaining unit present and voting.
- 3.05 Authorization for payroll deductions for the Agency fee shall be made by the employee executing a written assignment in the form attached.

ARTICLE 4: UNION REPRESENTATIVES

- 4.01 A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change.
- 4.02 The above shall be granted reasonable time off during working hours to investigate and settle grievances. They shall receive permission from the chief or his designee in advance of taking time off.

ARTICLE 5: LABOR – MANAGEMENT MEETINGS

- 5.01 The Union shall designate a standing Committee of three (3) employees whose rates and conditions of employment are covered by this Agreement which committee shall meet with the Board of Selectmen or their designated representatives from time to time at the request of either party for the purpose of discussing conditions affecting officer safety. Such conditions may include but shall not be limited to cruiser equipping and condition, supplies and equipment, and manpower needs in various situations. Such meetings shall be held at the convenience of both parties, and if possible, within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinafter described.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 The Town retains and reserves to itself all the powers, authority and prerogatives of Municipal Management to direct the Department including but not limited to the following:

- a) The determination of the level of services to be provided
- b) The direction, control, training, supervision, assignment, safety and evaluation of officers.
- c) The determination of job description.
- d) The determination of the location, organization, and the number of officers of the department, or its units or programs.
- e) The scheduling and enforcement of working hours, including leave and the determination of shifts.
- f) The hiring, appointment, promotion, demotion, suspension, discipline or discharge* of officers.
- g) The layoff or relief of officers due to lack of funds.
- h) The making, implementation, amendment, and enforcement of rules and regulations and procedures; provided, however, that the Chief provides the Union with a copy of any new rules. Except to the extent expressly abridged by a specific provision in this Agreement and notwithstanding

any provisions in this Agreement to the contrary, during an emergency the Town shall have the right to take any action necessary to meet the emergency. For this Section only, "emergency" shall be defined as "any state of emergency declared by the President of the United States of America including nuclear war, or by the Governor of Massachusetts for any natural disaster or conflagration, or any local state of emergency. The Union will recognize that the Chief of Police has authority over all members of the Police Department and supervision of all property used by the Department; that the Chief of Police promulgates all general orders and policies of the Department and issues, on his/her own authority, orders, either written or oral, not inconsistent with his/her powers, duties and responsibilities. The employees will recognize that from time to time the Chief of Police will delegate a Senior Officer to carry out various departmental orders and assignments and that Junior Officers will obey these orders and give proper respect to a Senior Officer. Demotion, discipline (including suspension) and discharge are subject to a finding of just cause, for non-probationary and non-provisional employees.

ALCOHOL AND DRUG POLICY

- 6.02 A. Probationary Employees: An employee may be tested once during his/her probationary period at such times as may be determined by management.
- B. Absence From Duty: An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first fourteen (14) calendar days after his return to active duty.

- C. Serious Incidents: An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested once after the incident if a test is approved by the Review Committee. In deciding whether to approve the test, the Committee will base its decision on all of the circumstances.
- D. Reasonable Suspicion: An employee may be tested once after a determination by the Review Committee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that any employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences, which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.
- E. Review Committee: A Review Committee shall be established for the duration of this Agreement, to be composed of an individual selected by the Chief, one by the Union and a third member (to be agreed upon by both parties). The Committee will review requests from the employer for testing pursuant to the provisions of this Agreement for Serious Incidents and Reasonable Suspicion. The review will be completed within twenty-four (24) hours. The Committee's determination shall be final and not subject to the grievance and arbitration procedure.
- F. Procedures:
1. Hair Samples (urine samples where appropriate, or blood samples when requested by the employee) will be taken from an employee or a prospective employee according to directions provided by the testing facility.
 2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, and chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technicians performing the tests must be available for testifying regarding test results, if required. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such test will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated.
 3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.
 4. Test results will be made available to the employee as soon as they are made known to the Review Committee. Employees having negative drug test results shall receive a

memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with administering of drug tests. The employee will be accompanied by a testing officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, he/she shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station.

7. The department will designate to the testing facility for the specific drugs for which the sample is to be analyzed. The testing facility will report findings as to those specific drugs for which the department requested testing. The testing shall consist of an initial screening test, and if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry. Also, a comparison test will be conducted at this time, paid for by the Town. The employee shall choose a facility from a list of three facilities supplied by the Town, for the comparison test. This comparison test is a safeguard for the employee.

8. Each step of the processing the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secure storage for as long as necessary.

G. Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

H. Impairment by Prescription Medicine: An employee shall notify the Chief of Police when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of Police of the known side effects of such medication and the prescribed period of use. The Chief of Police shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine, which may impair job performance or create unsafe working conditions. An employee

prohibited from working may utilize sick leave or I.O.D. leave where appropriate or may be placed on unpaid leave of absence if neither sick leave nor I.O.D. leave is available.

- I. Rehabilitation: The Town will recognize its responsibility under law, for any rehabilitation an employee may need as a result of any kind of addiction to drugs or alcohol, which can be directly related to the employee's work environment. Demotion or suspension of an employee may result from a failed drug test. Discharge of an employee may only result from two or more violations of this drug policy.
- J. Career Assignments: An employee may be tested once upon his assignment of one of the following positions and then once annually thereafter while he holds the position.
 - 1. Youth officer
 - 2. Detective
 - 3. Drug Assignment
 - 4. Undercover Task Force
 - 5. As a condition for promotion to Sergeant

The Union will not discourage or interfere with an employee's seeking one of these positions. The employer will not make an appointment in bad faith as a pretext for testing an employee.

- K. The Town agrees to furnish names of companies acceptable to conduct such testing to the Union. The Town agrees to pay for a comparison test for any officer requesting such test. Any subsequent testing is to be paid for by the officer.

ARTICLE 7: SAVINGS CLAUSE

- 7.01 Should any provision of this Agreement be found to be in violation of any Federal or State law by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet as soon as practicable for the purpose of renegotiations the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision (s) of this Agreement found to be in violation of the law.

ARTICLE 8: WORK RULES

- 8.01 Subject to the provisions of this Agreement, the parties agree that the making of reasonable rules to assure an effective and orderly working of the Department is the right of the Town.
- 8.02 The Town agrees to furnish each member of the Police Department a copy of the existing work rules and a copy of any future changes or new rules.
- 8.03 The Town agrees when feasible to request Union input when establishing new or modifying or amending existing work rules.

8.04 This article shall not be subject to the grievance procedure.

ARTICLE 9: STRIKES AND LOCKOUTS

9.01 No lockout of employees shall be instituted by the Town during the term of this Agreement.

9.02 No strikes of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.

ARTICLE 10: APPOINTMENTS

10.01 In the event of a vacancy for a full-time position, the Selectmen shall give due consideration to all part-time officers. The Chief after considering seniority, performance, attendance, availability and other job related factors shall make his/her recommendation of his/her nominee to the Selectmen and the Chief shall inform the Selectmen of all applicants for full-time positions. The Selectmen, may, however fill any such vacancy from outside the department in their sole discretion.

10.02 Officers shall be appointed according to the following schedule:

| | |
|------------------------|--------------------|
| First Year of Service | 1 Year Appointment |
| Second Year of Service | 2 Year Appointment |
| Fourth Year of Service | 3 Year Appointment |

and as needed, three year appointments to follow. A year for the purpose of this Article shall mean one fiscal year.

ARTICLE 11: DISCHARGE, DEMOTION, DISCIPLINARY ACTION

11.01 In the event an employee is discharged, demoted or disciplined, he shall be given a written statement of the reason (s) prior to such contemplated action.

11.02 The Town shall not suspend, demote, transfer or discharge an employee without specific written reasons and cause. If, in any case, the Town feels there is cause for discharge, the employee involved will be suspended for three (3) days without pay, during which time a hearing will be held. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

11.03 The Union shall have the right to take up the matter as a grievance at the third step of the grievance procedure.

11.04 Any employee found to be unjustly suspended or discharged would be reinstated with all back pay and benefits due making the employee whole.

11.05 Employees in the bargaining unit shall not be disciplined or discharged except for just cause.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the manner set forth in paragraph 12.02.

12.02 Procedure

Step 1. The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Sergeant within seven (7) calendar days of the date of the grievance or his/her knowledge of the occurrence. The Sergeant shall attempt to adjust the matter within seven (7) calendar days after the date the grievance was discussed.

Step 2. If the matter has not been satisfactorily resolved or if the Sergeant has not given a verbal reply, the grievance may then be reduced to writing and presented to the Sergeant within seven (7) calendar days after the date the decision in Step 1 was due. The Sergeant shall render his decision in writing within seven (7) calendar days.

Step 3. If the grievance or dispute still remains unadjusted, it shall be presented to the Chief in writing within seven (7) calendar days after the response from the Sergeant was received or due. The Chief shall respond to the Sergeant in writing within seven (7) calendar days of the receipt of the grievance

Step 4. If the grievance or dispute still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) calendar days after the response from the Chief was received or due. The Board of Selectmen shall hold a meeting on the matter within seven (7) calendar days of receipt of the grievance and shall respond to the Steward and/or representative in writing within fifteen (15) calendar days.

Step 5. If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply the Board of Selectmen is due, by written notice to the other, request the Massachusetts Labor Relations Commission to invoke arbitration pursuant to M. G. L. Chapter 150E, section 8.

12.03 If ordered by the Massachusetts Labor Relations Commission the expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the other party and to the arbitrator.

12.04 Grievances involving disciplinary action shall be processed beginning at the fourth (4th) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

12.05 The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

ARTICLE 13: SENIORITY & SENIORITY RIGHTS

13.01 Seniority is defined as a police officer's length of continuous service with the Town since his/her last date of hire, whose normal workweek is forty (40) hours. Seniority shall be by rank with the full time officers having seniority over part-time officers.

13.02 The Town shall post in a conspicuous place and furnish the Union every twelve (12) months with a current seniority list.

13.03 An employee's continuous service record shall only be broken by voluntary resignation, discharge for cause, or retirement.

13.04 An employee returns to work within one (1) calendar year, the break, except for discharge, shall be removed from the employee's record. However, the time lost due to the original break shall not be considered as additional seniority.

13.05 In the event it becomes necessary to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority.

13.06 Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees in lay-off status desiring to return to work have been recalled.

13.07 If a shift opening occurs during the year, such shift shall be posted and be open for bid for a period of ten (10) days, said notice to be posted by the Selectmen and the Police Chief in the office of the Templeton Police Department. The senior officer shall pick first. The process shall continue through the current roster until the shift is filled.

13.08 The seniority clause shall include all full-time officers except the Chief. Upon completion of ten (10) years of continuous years of service with the Templeton Police Department, full-time officers will receive an honorary promotion to the rank of Corporal.

ARTICLE 14: HOURS OF WORK

14.01 The hours of duty for the Department shall consist of nine (9), eight (8) hour shifts, which will be filled on a seven (7) day basis with full time personnel.

SHIFT #1 11:00 P.M. - 07:00 A.M. (4)

SHIFT #2 11:00 P.M. - 07:00 A.M. (4)

SHIFT #3 11:00 P.M. - 07:00 A.M. (4)

SHIFT #4 07:00 A.M. - 03:00 P.M. (4) Court/Evidence/Patrol (Stipend FY2012)

SHIFT #5 07:00 A.M. - 03:00 P.M. (5) School Resource Officer, annually

| | |
|----------|---|
| | bid in June an Administrative Shift (5-2 schedule) (Stipend FY2012) |
| SHIFT #6 | 07:00 A.M. - 03:00 P.M. (4) Detective/plain clothes, Weekends and Holidays uniformed patrol, annually bid June 1 st (Stipend FY2012) |
| SHIFT #7 | 07:00 A.M. - 03:00 P.M. (2) 03:00 P.M. - 11:00 P.M. (2) |
| SHIFT #8 | 03:00 P.M. - 11:00 P.M. (4) |
| SHIFT #9 | 03:00 P.M. - 11:00 P.M. (4) |

Numbers in parenthesis above indicate how many consecutive shifts the officer works. Sergeants shifts' bids will be restricted to shifts that do not have stipends attached and cannot bid concurrent shifts. The Detectives' hours of work shall be flexible for investigative purposes and/or special assignments at the discretion of his/her supervising Sergeant or the Chief of Police.

- 14.02 Eight consecutive hours of work, which may be interrupted by a lunch period shall constitute the workday.
- 14.03 The workweek shall consist of four (4) consecutive work days followed by two (2) consecutive days off, except for the School Resource Officer who shall work an administrative 5 & 2 workweek (Saturday & Sundays off with Administrative time).
- 14.04 The Town reserves the right to alter the work shift or the workweek in the event of an emergency or whenever it otherwise deems it reasonably necessary or appropriate to do so, provided, however, that any such change will allow the employee(s) affected thereby, two consecutive days off and the Town does not act capriciously or arbitrarily in effecting such change. The Town further agrees that such change will not be implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this agreement.
- 14.05 Work schedules of employees shall be posted on all Department bulletin boards.
- 14.06 Swaps arranged by the individual officers will not cause any overtime to be paid by the Town. Swaps must be repaid within 30 days and the Chief or his designee must approve swaps. If a swap exceeds 30 days, the officer must have exclusive, written approval by the Chief. Swaps shall not be allowed in such instances where the swap will require the Town to pay overtime under the Federal Fair Labor Standards Act.
- 14.07 Shifts shall be assigned on a rank and seniority basis for full time employees.
- 14.08 Semi-annual shift bidding shall take place during the periods of December 1 – 15 and June 1 – 15 for the periods January through June and July through December respectively for the term of this contract. Except for Shifts #5 & #6 (SRO/Dare/Juvenile officer & Detective), which will bid on an annual basis during the June 1st through June 15th bid for an entire year.
- 14.09 The School Resource Officer shall work a 5/2 schedule year round.

- 14.10 The Chief of Police will have the option of two (2) shifts per week to be filled with part time personnel. (Letter of Understanding to be worked out with Local #155).
- 14.11 No officer, full-time or part-time, shall work more than two (2) consecutive shifts (16 hours) or eighteen (18) total hours in a twenty four (24) hour period, except in case of an emergency as defined in the CBA.

ARTICLE 15: OVERTIME AND COMPENSATORY TIME

15.01 Overtime for full-time officers shall be paid at the time and one-half rate for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. Except as provided in section 15.02 below, all overtime shall be paid in cash.

15.02 Compensatory Time

- a. Full time officers may elect to be compensated for overtime work under this Article in the form of compensatory time in lieu of cash. Such time shall accrue at the rate of one and one-half hours for each hour of overtime work. In no event shall an officer accrue in excess of ninety-six (96) hours. An officer who has accrued the maximum allowed hours of compensatory time for that particular fiscal year shall not be permitted additional compensatory time in such fiscal year. Rather, all overtime shall thereafter be compensated in cash. Except as specifically permitted by this section, no compensatory time shall accrue for any other benefit.

Effective July 1st, 2008, in no event shall an officer accrue in excess of eighty-eight (88) hours and cash buyback shall not exceed forty (40) hours.

Effective July 1st, 2009, in no event shall an officer accrue in excess of eighty (80) hours and cash buyback shall not exceed forty (40) hours.

- b. The taking of compensatory time will be requested at least three (3) days prior to the date sought. The Chief shall make reasonable efforts to accommodate any alternative requests in the event he denies the original date(s) requested by the employee. All compensatory time shall be taken in the year in which it accrues.
- c. The overtime account will be reconciled monthly.

15.03 All afforded scheduled time off or overtime as stated in the CBA shall be filled and distributed on a rotating basis by a seniority/hourly system, with full-time officers having first opportunity to overtime or details in a fair and equitable manner.

15.04 Overtime work shall be voluntary, except in the case of an emergency; the Chief has the discretion to call police officers that are available at the time of the emergency. There shall be no discrimination against any employee who declines to work overtime.

- 15.05 The Chief shall keep records of all overtime worked. In case of a grievance involving such records, they shall be subject to examination by Union representatives or Steward with the Chief or his designee. Such overtime records shall be retained for a period of five (5) years.
- 15.06 The SRO and Detective shall have the ability to flex their respective hours of work with approval of the Chief of Police and/or his/her designee. The purpose for flexing said hours of work may not be utilized in order to work available overtime.
- 15.07 The SRO and Detective shall have the ability to accrue flex-time in lieu of compensatory time or overtime in order to carry out their duties and responsibilities, which may not fall within their regular hours of duty. The Chief of Police shall have final approval of said hours. Flex-time shall not be filled as stated in section 15.03. An officer may accrue up to forty (40) hours of flex-time within a fiscal year; once the cap has been reached said officer shall be compensated as stated in sections 15.01 and 15.02.
- 15.08 Union members calling out sick shall not be eligible for any overtime assignments for eight (8) hours from the end of their scheduled shift. The term "overtime" shall include privately paid details for purposes of this section.

ARTICLE 16: RECALL

- 16.01 Full-time employees. All recall incidents shall be paid at the rate of time and one-half the regular rate for a three (3) hour minimum. If, said officer is called out and the call out takes less than three (3) hours, said officer shall still be available under the initial call out, until the three (3) hour time limit is met. Recall shall not be used to compensate for the following:
- A. Continuation of shift
 - B. Early start of shift
 - C. Scheduled overtime
 - D. Scheduled investigations
- 16.02 Employees shall receive an on-call rate equivalent to an eight (8) hour detail with a three (3) hour minimum if called in.

ARTICLE 17: BENEFIT ELIGIBILITY

- 17.01 Employees whose normal and regular workweek is forty (40) hours or more shall be considered full-time employees and shall be eligible for all benefits upon completion of thirty (30) calendar day's employment.
- 17.02 For the purpose of this Agreement, the term normal and regular work week used therein shall be defined as the average number of hours which an employee has worked during the previous six months.

ARTICLE 18: VACATIONS

18.01 All regular employees covered by this Agreement shall be eligible for vacation leave with pay as follows:

| | |
|----------------|---------------------------------------|
| 6 months | 1 week |
| 18 months | 2 weeks |
| 5 years | 3 weeks |
| 10 years | 4 weeks |
| 15 years | 5 weeks |
| After 20 years | 1 additional day for each year worked |

Beginning in fiscal year 2007:

| | |
|----------------|---------------------------------------|
| After 20 years | 6 weeks |
| After 25 years | 1 additional day for each year worked |

(Work week = 40 hours)

- A. Vacation is computed on completed years of service effective the anniversary date of hire of any given year. Earned vacation is to be credited as of July 1 and must be taken prior to June 30 of said fiscal year.
 - B. Any employee having over two (2) weeks earned vacation time must actually take two (2) weeks of their vacation. Money in lieu of vacation may be received for the balance of vacation time due if agreed upon by the Chief and Board of Selectmen.
 - C. Beginning with fiscal year 2013, on a seniority basis, an officer with two (2) weeks of earned vacation time or more may carry over into the next fiscal year no more than one (1) week of vacation time. This request must be in writing and received by the Chief of Police no later than May 1st. There will be a bargaining unit-wide maximum of four (4) total weeks of vacation time allowed to be carried over into the following fiscal year and that time must be used by the applicable officers in the fiscal year into which it was carried over.
- 18.02 Vacations shall be granted by the Chief at such time that will cause, as in his opinion, the least interference with the regular work of the Town and also taking into account the employee's preference based on seniority. The requesting of vacation time shall be made at least forty-eight (48) hours in advance, if possible, assuring that there is adequate coverage for the days requested.
- 18.03 A vacation sign up sheet shall be made available January 1, April 1 and September 1 of each year. Such sign up sheet is for the purpose of planning schedules, avoiding conflicts and is subject to change upon request from employees.
- 18.04 A "vacation" shall be considered as four (4) consecutive days off and said officer shall not be responsible to work any overtime or details during this time period. No penalties or discrimination shall be held against said officer for refusing or denying overtime or details

during this period. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.

- 18.05 Vacations: Any employee who is requested to and does work during his vacation period shall be paid as in Article 16.01 and shall be rescheduled with no loss of vacation time.
- 18.06 Any officer who has used three (3) or less sick days in a fiscal year will be granted one additional vacation day in the following year. Vacation earned pursuant to this paragraph is earned for one (1) year only, and employees must qualify for such days on an annual basis. Family Sick time and Personal time used (from sick time accrued) is exempted from this paragraph.

ARTICLE 19: HOLIDAYS

19.01 The following days shall be recognized and observed as paid holidays.

| | |
|------------------------|----------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | (1) Floating Holiday |

19.02 Holiday pay shall be paid as follows:

1. An employee not regularly scheduled to work on a holiday shall receive in addition to his/her forty (40) hours of regular rate of pay, eight (8) hours of pay at straight time as holiday pay.
2. An employee regularly scheduled to work on a holiday shall receive in addition to his/her forty (40) hours of regular rate of pay, eight (8) hours of pay at time-and-one-half (1 ½) of his/her regular hourly rate as holiday pay.
3. An employee who works overtime, as stated in section 15.03, on a holiday shall be compensated for those hours worked at two (2) times the rate of his/her regular hourly rate of pay.

19.03 If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.

19.04 All employees who have been employed by the Town in a full-time capacity for thirty (30) days shall receive the above holiday benefit.

19.05 To be eligible for holiday pay, the employee must not take sick time on the regular scheduled working day of said observed holiday.

19.06 The Town acknowledges other religious holidays and that such days may be taken off without additional cost to the Town.

ARTICLE 20: SICK LEAVE

- 20.01 Effective July 1, 2005, each full-time officer of the Town of Templeton shall be allowed 12 days of sick leave per fiscal year, accrued at a rate of one (1) day for each month worked. Beginning in the second year of employment and then on, yearly accrual of sick days shall be granted up front. Unused sick leave may be accumulated up to a maximum of 264 days. Once an employee has reached the cap, any remaining sick time at the end of the fiscal year shall be paid to that employee at fifty percent (50%) of the regular rate of pay. The Town requires one year notification prior to retirement beginning in fiscal year 2006.
- 20.02 When an employee finds it is necessary to be out due to an accident or illness, he/she shall report the facts to his immediate supervisor as early as possible. It is preferred no later than two (2) hours before the start of his/her tour of duty. Sick leave may not be granted unless such a report is made.
- 20.03 An employee on any leave with pay or injury on duty leave shall be entitled to accumulate sick leave credits.
- 20.04 For the protection of the Town, the Chief may require the presentation of a doctor's certificate for the absence of three (3) or more consecutive workdays off or if a pattern is determined to exist.
- 20.05 Sick leave shall be granted, at the discretion of the Chief and appointing authority, to an employee also under the following conditions:
1. When an employee cannot perform his/her duties because he/she is incapacitated by personal injury or illness.
 2. When the spouse, child or parent of the employee or his/her spouse or relative living in the immediate household of an employee is ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year; and,
 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
- 20.06 Effective July 1, 2003 an employee upon death or retirement under Mass G.L. c. 32 shall be entitled to receive payment for fifty 50% of those unused accumulated sick days in excess of twenty-five (25) days. Payment shall be made to the employee or his estate at the rate in effect upon retirement or death.
- 20.07 Injured Leave

An employee absent from duty on account of injury or disability incurred in the performance of his/her duty shall receive full pay during his absence in accordance with the terms and conditions of Mass. G.L.C. 41, S111F.

ARTICLE 21: BEREAVEMENT LEAVE

21.01 The Chief shall grant, upon the request of the employee, up to four (4) days of emergency leave without loss of pay, upon the death of such employee's spouse or the spouse's and the employee's mother, father, children, brothers, sisters, or grandparents, or the step children or child residing with the employee: provided, however, that the Chief may limit such leave to less than four (4) days, or refuse to grant any such leave if such employee does not intend to attend the last rites of such deceased relative. Proof of bereavement such as a newspaper clipping may be required by the Chief of Police.

ARTICLE 22: PERSONAL LEAVE

22.01 Effective July 1, 2005, each full time member of the bargaining unit shall be entitled during the contract year to six (6) days of paid personal leave. Such leave is not cumulative.

22.02 Prior approval for personal leave must be obtained: however, the Town agrees to make every reasonable effort to grant the leave requested.

22.03 The Chief shall be required to grant personal leave in such a way to avoid any forfeiture. Request for time off should be made twenty-four (24) hours in advance, if possible.

ARTICLE 23: MATERNITY LEAVE

23.01 All employees shall be entitled to maternity/paternity leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts and Title 29, Chapter 28 of the Family and Medical Leave Act of the U.S. Code.

ARTICLE 24: MILITARY LEAVE

24.01 Members of the National Guard or Reserves on temporary duty will be granted two (2) working weeks without pay not deductible from annual vacations.

24.02 A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.

24.03 United States military service incurred by an employee after the onset of employment shall be credited as time served within the bargaining unit, provided that he applies for reinstatement with the Employer within ninety (90) days of discharge or release from inactive duty.

24.04 An employee shall not lose his seniority benefits if he is called to active duty for an extended period of time provided that he returns to his job within one month of discharge or release from active duty.

ARTICLE 25: LEAVES OF ABSENCE

- 25.01 Leaves of absence for limited period – not to exceed six months, shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period without pay or benefits. Such sections of leave shall not accrue to seniority as defined by contract.
- 25.02 Reasonable purpose in each case shall be decided by the employer. Reasonable purpose shall not be arbitrated.

ARTICLE 26: SUPPLEMENTAL BENEFITS

- 26.01 The employer agrees to continue membership in the County Retirement System.
- 26.02 The Town shall pay 75% of a Health Insurance plan for each full time employee.
- 26.03 Any police officer enrolled in the Town's health insurance program who chooses to disenroll and procure health insurance from another source shall be given a stipend of \$3,000.
- 26.04 The Town shall provide a Life Insurance Policy of \$20,000.00 for accidental death while in the line of duty to every officer. For fiscal year 2007 the Town will research the viability of increasing the employee death benefit to \$250,000.
- 26.05 The Town agrees to pay seventy five percent (75%) of a major dental health plan for each full time employee.
- 26.06 Effective July 1st, 2000 the Town agrees to pay fifty (50%) percent of a weekly short term Disability Income Plan for each full-time officer.
- 26.07 The Town agrees to establish a Physical Fitness Incentive Program that will pay full-time officers, a one hundred fifty (\$150.00) dollars incentive benefit per year. Beginning in fiscal year 2007, the fitness test shall be conducted on a biannual basis and upon satisfactory completion of each biannual test he/she shall be compensated \$300. Beginning in fiscal year 2011, the fitness test shall be conducted on a biannual basis and upon satisfactory completion of each biannual test he/she shall be compensated \$400. This program is voluntary and the employee must successfully complete a physical fitness test to be entitled to this incentive. The test, which 85% of the national standard according to age, will consist of the following:
Lower back and upper body:
- 27 Sit-ups – two (2) minutes – bent knees – minimum 35
 - 28 Push-ups – two (2) minutes – rest upwards – minimum 25
 - 29 Bench press:
 - Males : 85% of body weight, two (2) reps
 - Females: 65% of body weight, two (2) reps

Cardiovascular – 1.5 mile run

12.5 minutes ages 18 – 31

13.5 minutes ages 32 – 50

14.5 minutes ages 51 to retirement

The Chief or his/her designee shall conduct the test at a time and date to be determined by the Union. The board of Selectmen shall be notified of the time and date of the test and shall be invited to attend. In the event of inclement weather, the Chief or his/her designee shall have the option to change the cardiovascular requirement of the test to an appropriate substitute event with approval of the Union.

- 26.08 Town agrees to pay for all Full-time officers license to carry firearms (LTC). Payment for which shall not be taken from the officers' clothing allowance.
- 26.09 The Town agrees to provide and replace all full-time officers' bullet proof vest upon expiration date as recommended by the manufacturer.
- 26.10 Starting in Fiscal 2017, all employees shall receive \$500/year for performing AED duties.

ARTICLE 27: UNIFORM ALLOWANCE

- 27.01 All employees covered by this CBA shall be entitled to a clothing allowance according to the schedule below for purchases and maintenance of uniforms. Payment of uniforms purchased shall be by invoices addressed to the Town of Templeton, Police Department, by the seller or reimbursement to employees for personal out of pocket expenses, such invoices and expenses to be approved by the Chief of Police. At his/her discretion, the Chief of Police may authorize the purchase of appropriate civilian attire (shirts, ties, shoes, pants, jackets, suits, etc., but not inclusive) for the purpose of court or other departmental related activities.

| | | |
|-------------------|---------|-----------|
| Full time officer | FY 2008 | \$1000.00 |
| Full time officer | FY 2009 | \$1250.00 |

Effective July 1, 1996, the maximum amount of the clothing allowance payable for maintenance of uniforms shall be \$125.00 for full time officers. Effective July 1, 2009 the maximum amount of the clothing allowance payable for maintenance of uniforms shall be \$250.00 for full time officers.

- 27.02 A newly appointed officer will be required to furnish his/her initial uniform for which he may use one-half (1/2) of the annual allowance after three (3) months employment, and the remaining half (1/2) upon completion of six months of satisfactory service.

27.03 During the term of this Agreement, the Town agrees to furnish a newly appointed officer (at no cost) the following items:

Gun and Holster

Commonwealth insignia

| | |
|---|--------------------------|
| Mace & Holder | w/pinned backs |
| Badges for hat, shirt, & Wallet I.D. | Tie Clasp |
| Ammunition & Holder | Nightstick & Ring |
| Handcuffs & Case | Night Tag |
| Whistle & Chain | Sam Brown Belt |
| Keepers | Raincoat |
| | Winter Coat – if needed |
| | (Effective July 1, 1989) |

All of the above items remain the property of the Town of Templeton and will be returned to the Town upon termination of service. Each officer bears personal responsibility for these items. The Town agrees to replace uniforms and equipment damaged in the line of duty.

- 27.04 The Town agrees to provide lockers at the Police Station for all full time officers.
- 27.05 Employees will given the option to receive half of their uniform allowance in the form of a lump sum check.

ARTICLE 28: PROBATIONARY PERIOD

- 28.01 Newly hired employees shall be considered probationary employees during the first twelve (12) months of continuous employment excluding duration while being academy trained, if necessary.
- 28.02 An employee separated during the probationary period shall have no recourse to the grievance procedure.
- 28.03 An officer promoted from patrolman to sergeant shall be considered on probation during the first six (6) months of continuous employment.

ARTICLE 29: OUTSIDE DETAILS

- 29.01 An outside detail is defined as a tour of duty outside the regular hours of work resulting from a request of a third party outside the Department and for which said party pays.
- 29.02 Outside details shall be distributed on a rotating basis by hours accrued and seniority, with full time officers having first opportunity. If no full time officer is available, part time officers shall be offered the detail on a rotating basis.
- 29.03 An officer on request by a third party for an outside detail shall be guaranteed a minimum of four (4) hours the given detail rate. After four (4) hours said detail shall be paid in increments of two (2) hours (i.e., if said detail is over four (4) hours, but is six (6) hours or less, said detail shall be paid for six (6) hours). Any cancellation of a detail must be made no later than two (2) hours prior to the scheduled time of the assignment. All details extending beyond eight hours shall be paid at time and one-half detail rate.

- 29.04 Should an outside detail be split, where two (2) separate officers are working to fill one detail. The first half officer is entitled to a four (4) hour minimum of pay as stated in section 29.03. The second half detail officer will be entitled to a two (2) hour minimum of pay, if notification of cancellation of the second half of the detail is not made at least one (1) hour prior to the start of the second half of the detail.
- 29.05 Effective July 1, 2015 the following rates for all outside, third party details will be as follows:
Detail Rate per hour
 FY 2015 - \$42.00 FY2016 - \$43.00 FY2017 - \$44.00
 The Town detail rate (details billed to municipal departments) will be capped at \$42.00 for the life of this agreement.
- 29.06 Billing for details shall be based on two (2) methods, Scheduled Hours and Minimum Hours of work. For an example of Scheduled Hours, if a third party calls for a detail and schedules the detail for seven (7) hours the two (2) hour increments related to payment of said detail starts after the seventh hour. Whereas if a detail is requested by a third party and is scheduled for the minimum hours as stated in this CBA the two (2) hour increments start following the completion of the minimum hours required. If a third party calls for a detail requesting thirteen (13) hours, the first eight are at regular detail rate and the next five are at the overtime detail rate with the two (2) hour increments would take effect after the thirteenth hour.
- 29.07 All establishments for functions where a detail police officer is requested or required, inside or outside, where alcoholic beverages are served, a minimum of one police officer shall be hired for the safety of the police officers and the public.
- 29.08 Effective July 1, 2005, for all public roads within the borders of the Town of Templeton.

When any work crew conducts any aspect of work on a Town road which results in interference with the free flow of traffic according to the Town of Templeton Traffic Rules and Orders, or which is being conducted at a high risk public safety area (i.e., an intersection, narrow roadway, corner, etc.), that work crew shall be required to utilize a Templeton police officer to perform traffic control to insure the safety of the public, unless the Chief of Police or his/her designee specifically authorizes that a detail officer is unnecessary and that traffic monitoring can be considered safe with other traffic control devices.

When any work crew conducts any aspect of work on a Town road which results in interference with the free flow of traffic according to the Town of Templeton Traffic Rules and Orders, or which is being conducted at a high risk area (i.e., an intersection, narrow roadway, corner, etc.), the Chief of Police or his/her designee determine what type of control (i.e., traffic cones, appropriate traffic signs, flagmen) shall be necessary to insure the safety of the public, unless the Chief of Police or his/her designee determines that a Templeton police officer should perform the function.

- 29.09 In the event of a strike related detail or third party detail, which is requested on a holiday recognized under this CBA, said detail shall be paid at double time the current rate of pay for outside details.

- 29.10 In the event a detail officer is at his/her scheduled detail for one hour without contact from said contractor, that detail officer shall be allowed to leave the detail and receive his/her minimum compensation owed as stated in sections 29.03 and 29.04.
- 29.11 In the event that a third party contractor contacts the Templeton Police Department requesting a detail, said contractor shall be supplied a copy of the parameters set within this CBA pertaining to the scheduling and payment of such details.
- 29.12 Any third party contractor (excluding Town departments) anticipating and scheduling detail officer(s) for a period of three days or longer shall first pay a deposit to the Town for payment of the first week's worth of scheduled details, prior to the start of construction. Should the duration of the project be expected to last for several weeks the third party contractor shall pay a deposit to the Town for payment of the first two weeks and the last two weeks worth of scheduled details prior to the start of construction. A third party contractor shall pay for details for each week of work thereafter. The deposit shall be posted in the Police Department's revolving account in order to pay detail officer(s) on a weekly basis as required by Massachusetts General Law.

ARTICLE 30: NEW CLASSIFICATIONS

- 30.01 Should any new classification(s) be added to the work force, the Town shall notify the Union of such new classifications. The Town and Union shall then consult to mutually determine if such new classification(s) shall be added to the bargaining unit and appropriate wage to be paid to said new classification.

ARTICLE 31: PROFESSIONAL INDEMNITY

- 31.01 During the term of this Agreement, the Town agrees to provide complete professional indemnity for full time officers up to \$1,000,000.00 voted by ballot question at the Annual Town Election on May 5, 1980, or by insurance in the election of the Town.

ARTICLE 32: COURT PAY

- 32.01 Court time includes any appearance arising from an on or off duty civil/criminal incident(s) where the officer was performing his duty as a police officer.
- 32.02 Full time officers will be guaranteed four (4) hours minimum pay for District Court appearances, and six (6) hours minimum pay for Superior Court appearances at their appropriate rate time and one-half for court duty, except, when court time falls within the employee's regular work shift.
- 32.03 Jury Duty: Employees required to serve on jury duty shall be paid the difference between the amount they receive for said jury duty and their regular straight time pay. An employee assigned to a night shift and required to appear for service as a potential juror shall be granted time off from the shift before or the shift after such service, provided that: (1) he gives the Chief at least

seven (7) days notice of the shift he seeks off and (2) he endorses any pay for jury duty to the Town of Templeton.

ARTICLE 33: COMPENSATION

33.01 For the purpose of this contract, the below scales will be in effect ~~on July 1, 2007~~ retroactive to July 1, 2011, subject to and contingent upon receipt of 911 grant money in fiscal 2012, and/or Town Meeting's full funding of the cost items of this agreement. Full time new hire rates will be determined by his/her experience and training. All wage increases shall be figured on the hourly rate of pay.

FY2011 No wage change.

| FY2012 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 2 1/2% | 18.30 | 20.17 | 21.17 | 22.81 | 23.49 | 24.20 | 24.93 |

FY2013 – No wage increase

FY2014 – No wage increase

FY2015 – No wage increase

FY2016 - Wages will be increased by 2%

FY2017 – Wages will be increased by 2%

FY2018 – Wages will be increased by 2%, unless tax revenues fall below a 2.5% increase from the prior year. If Town revenues fall below the 2.5% increase, the Town may reopen solely the wage provisions of this Agreement for further bargaining. If the Town exercises this option, all employees shall receive at least a one percent wage increase. If the Town's tax revenue goes above a 2.5% increase from the prior year, the union may reopen solely the wage provisions of this Agreement for third year further bargaining.

FY2008 Sergeant's Rate of Pay shall be 15% above the Step 5 Patrolman's Rate of Pay. Acting Sergeants Rate of Pay shall be 8% above the Step 5 Patrolman's Rate of Pay.

FY2009 Sergeant's Rate of Pay shall be 15% above the Step 6 Patrolman's Rate of Pay. Acting Sergeants Rate of Pay shall be 8% above the Step 6 Patrolman's Rate of Pay.

FY2010 Sergeant's Rate of Pay shall be 15% above the Step 7 Patrolman's Rate of Pay. Acting Sergeants Rate of Pay shall be 8% above the Step 7 Patrolman's Rate of Pay.

For Sergeants appointed beyond July 1, 2007 it will be preferred that he/she holds a Bachelor's Degree in Criminal Justice, or related field, seven (7) years experience in Law enforcement or any equivalent combination of education and experience.

Transition

| | |
|-------------------------------|--------|
| First 52 pay periods | Step 1 |
| Completion of 52 pay periods | Step 2 |
| Completion of 104 pay periods | Step 3 |
| Completion of 156 pay periods | Step 4 |
| Completion of 208 pay periods | Step 5 |
| Completion of 260 pay periods | Step 6 |
| Completion of 312 pay periods | Step 7 |

33.02 The salaries and wages of employees shall be paid weekly by the standard policy of the Town. In the event this day is a holiday, the preceding day shall be the payday. All checks are to be placed in sealed envelopes.

33.03 The Town agrees that an itemized deduction slip, listing regular hours, overtime hours, court time, sick time, and all deductions and the reasons will accompany each paycheck for them. This is to include a year to date total on income and taxes only.

33.04 Effective July 1, 2011, shift differential shall be paid according to the following rates per hour for hours worked:

| | |
|-------------------------|--------|
| 03:00 P.M. – 11:00 P.M. | \$1.00 |
| 11:00 P.M. – 07:00 A.M. | \$1.25 |

33.05 Working out of Grade. A full time police officer appointed to serve as an Acting Sergeant, shall be compensated as follows:

FY2008-Acting Sergeants rate of pay shall be 8% above the Step 5 Patrolman's rate of pay.

FY2009-Acting Sergeants rate of pay shall be 8% above the Step 6 Patrolman's rate of pay.

FY2010-Acting Sergeants rate of pay shall be 8% above the Step 7 Patrolman's rate of pay.

33.06 The assigned Court/Evidence Officer, School Resource/Dare/Juvenile Officer, and Detective respectively shall be paid a stipend twice a year.

FY2004 – FY2012 \$400.00

Effective FY2013, the Assigned Court/Evidence Officer, School Resource/Dare/Juvenile Officer, and Detective respectfully shall be paid 2% above their current step in the contract.

33.07 When Town Hall is officially closed due to a weather event or other emergency, police officers who are required to work that day will be compensated at a time-and-one-half pay rate.

33.08 Effective to May 15, 2013, the employee holding the Technology position shall be paid a 2% base adjustment.

ARTICLE 34: TRAINING

The parties acknowledge that it is the policy of the Police Department to advise its members of training opportunities offered by the Massachusetts Criminal Justice Training Council.

34.01 The Town, at the discretion of the Board of Selectmen, may provide a sum of money for training of police officers, in police related work, provided replacements for employees sent for training can be made from full time officers at no additional cost to the town.

34.02 The Town agrees to discuss training needs with the Union.

34.03 Persons ordered to attend training sessions shall be entitled to travel allowance consistent with existing Town regulations.

34.04 The above shall not be subject to the grievance procedure.

ARTICLE 35: EDUCATIONAL INCENTIVE PAY

35.01 During the term of this agreement, incentive payments will be made quarterly on or about the dates listed below. Officer must be employed in good standing at the start of each quarter to be eligible for payment.

| | |
|-------------------------|---------------------------------|
| First quarter payment: | July 15th of the fiscal year |
| Second quarter payment: | October 15th of the fiscal year |
| Third quarter payment: | January 15th of the fiscal year |
| Fourth quarter payment: | April 15th of the fiscal year |

Upon the completion of an employees fifth year of service, education incentive payments to be paid at the employees request.

| | |
|-------------------|-----------------|
| DEGREE | FY 2005 |
| 30 Credits | 4% of base pay |
| Associates Degree | 6% of base pay |
| Bachelors Degree | 8% of base pay |
| Masters | 10% of base pay |

Choice of the above not compounded. In order to be approved, all above credits must be related to law enforcement or criminal justice.

ARTICLE 36: WORKING CONDITIONS

- 36.01 The Town agrees that all cruisers shall be equipped with air conditioners. Maximum protective screens shall be provided in all marked cruisers completely dividing the front seat from the rear seat. Also included will be a 60 – 40 split bench front seat, power door locks, tinted windshield, and factory installed fog lights.
- 36.02 Police will have the right to review the contents of their own personnel file within a reasonable time request. A police officer will be entitled to have a representative of the Union accompanying him during such review. No material derogatory to an officer's conduct, service, character or personality will be placed in his personnel file unless the officer has had an opportunity to review the material. The officer shall acknowledge that he/she has had the opportunity to review such material by affixing his initials to the copy to be filed with the express understanding that such initials in no way indicates agreement with the contents thereof. The officer will also have the right to submit a written answer to such a derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. This section shall be retroactive to include all material presently on file.
- 36.03 For the purpose of statutory on duty indemnification, on duty shall commence the moment an officer leaves the threshold of his residence and continue until he/she re-enters the threshold of his residence at the conclusion of his duty. Duty shall include all police activities engaged in by the officer authorized by the Chief.

ARTICLE 37: PREMISES

- 37.01 The Town agrees that accredited representatives of the Massachusetts Coalition of Police, whether local union representatives, district council representatives or International representatives shall have full and free access to the premises of the Town at anytime during working hours to conduct Union business. Union representatives shall first notify the Chief and receive permission.

ARTICLE 38: GENERAL PROVISIONS

- 38.01 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- 38.02 The Town agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the union or for any other cause.

- 38.03 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- 38.04 The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.
- 38.05 The Town agrees that during working hours, on the Town's premises used by the Police Department and without loss of pay, Union representatives shall be allowed to:
- Collect Union Dues, initiation fees or assessments (if these funds are not collected through payroll deduction);
 - Post Union notices;
 - Distribute Union literature;
 - Solicit Union membership during other employee's non-working time;
 - Attend negotiating meetings, whether on Police Department premises or not;
 - Transmit communications authorized by the local Union or its officers, to the Town or its representatives;
 - Consult with the Town, its representative, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.
- 38.06 Effective upon the signing of this Agreement, employees who use their own vehicle for travel in the performance of their duties shall be reimbursed for this use at the rate of 20 cents per mile.
- 38.07 Payment on Termination
Vacation accrued but not used shall be paid in accordance with Massachusetts General Law C. 41, Section 111E (attached). Unused compensatory time shall be paid in accordance with the Fair Labor Standards Act. In the case of death, payment shall be made to a designated beneficiary or, in the absence of such designation, the estate.

ARTICLE 39: DURATION

- 39.01 The effective dates of this agreement shall be from July 1, 2015 to June 30, 2018, and shall remain in full force and effect until a successor Agreement is agreed upon. Either party may serve upon the other a notice starting six months prior to July 1, 2018, advising that such party desires to revise or change the terms or conditions of such Agreement.

This agreement entered into this 19th day of August _____, 2015

For the Town

For the Union

Board of Selectmen

See attached

see attached

Attachment (Reference Article 38.07): M.G.L. C.41, Section 111E

For the Town of Templeton

Drake Hley Brook

Dy...

[Signature]

Julie Richard

[Signature]

For Templeton Police Union

Bill Ry...

Duke Hill #101

Elmer Vaz...
