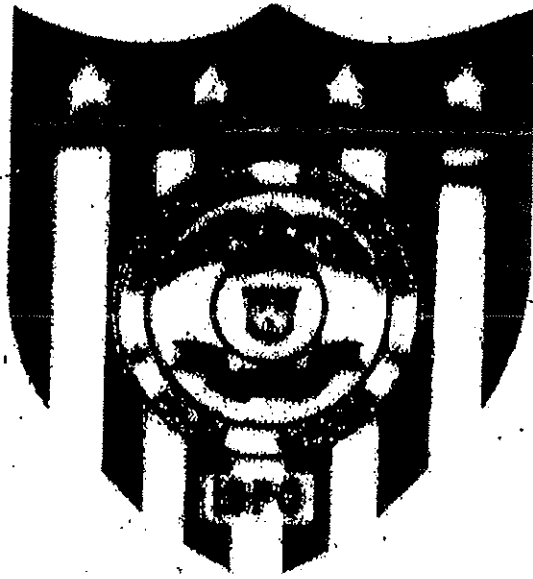


**LOCAL 385**  
**INTERNATIONAL BROTHERHOOD**  
**Of**  
**POLICE OFFICERS**



**TOWN OF ASHBY**

**JULY 1, 2018 – JUNE 30, 2021**

INDEX

ARTICLE 1 RECOGNITION .....	2
ARTICLE 2 MANAGEMENT RIGHTS .....	2
ARTICLE 3 DUES CHECK-OFF .....	5
ARTICLE 4 AGENCY SERVICE FEE .....	ERROR! BOOKMARK NOT DEFINED.
ARTICLE 5 GRIEVANCE AND ARBITRATION .....	6
ARTICLE 6 NO STRIKE OR LOCKOUT.....	9
ARTICLE 7 NON-DISCRIMINATION.....	10
ARTICLE 8 DISCIPLINE AND DISCHARGE.....	10
ARTICLE 9 UNION BUSINESS .....	11
ARTICLE 10 SENIORITY.....	11
ARTICLE 11 REDUCTION IN FORCE .....	12
ARTICLE 12 HOURS OF WORK AND OVERTIME .....	14
ARTICLE 12A SHIFT BIDDING.....	17
ARTICLE 13 SWAPS .....	19
ARTICLE 14 HOLIDAYS.....	19
ARTICLE 15 VACATIONS.....	20
ARTICLE 16 SICK LEAVE.....	23
ARTICLE 17 PERSONAL LEAVE.....	25
ARTICLE 18 BEREAVEMENT LEAVE .....	25
ARTICLE 19 MILITARY LEAVE .....	26
ARTICLE 20 JURY LEAVE.....	26
ARTICLE 21 FAMILY AND MEDICAL LEAVE.....	27
ARTICLE 22 HEALTH INSURANCE .....	27
ARTICLE 22A DISABILITY PLAN.....	29
ARTICLE 23 PERSONNEL RECORDS .....	29
ARTICLE 24 BULLETIN BOARDS.....	30
ARTICLE 25 UNIFORMS .....	30
ARTICLE 25A UNIFORM CLEANING .....	32
ARTICLE 26 DETAILS.....	32

ARTICLE 27 CALL BACKS .....	35
ARTICLE 28 COURT TIME.....	36
ARTICLE 29 TRAVEL EXPENSES.....	37
ARTICLE 30 HEALTH AND SAFETY.....	37
ARTICLE 31 WAGES .....	38
ARTICLE 32 FIREARMS PROFICIENCY.....	40
ARTICLE 33 LICENSE REQUIREMENTS.....	41
ARTICLE 34 SEAT BELT REQUIREMENT .....	41
ARTICLE 35 FIRST RESPONDER TRAINING .....	41
ARTICLE 36 INSERVICE TRAINING .....	42
ARTICLE 36A TRAINING.....	42
ARTICLE 36B EDUCATION INCENTIVE .....	43
ARTICLE 36C DIRECT DEPOSIT .....	45
ARTICLE 36D RESIDENCY REQUIREMENT .....	48
ARTICLE 37 SAVINGS CLAUSE.....	46
ARTICLE 38 STABILITY OF AGREEMENT.....	46
ARTICLE 39 WAIVER .....	46
ARTICLE 40 DURATION .....	47

This Agreement made this \_\_\_ day of \_\_\_\_\_ 2019 between the Town of Ashby (the  
“Town”) and the International Brotherhood of Police Officers, Local 385, AFL-CIO (the  
“Union”).

**ARTICLE 1  
RECOGNITION**

For the purpose of collective bargaining with respect to wages hours and other terms and conditions of employment, the Town hereby acknowledges the Union as the exclusive bargaining representative of the following:

All full-time and regular part-time Patrol Officers and Sergeants employed by the Town of Ashby on the date this Agreement is ratified by law, excluding the Lieutenant, the Chief of Police, all managerial, confidential and casual employees, and all other employees of the Town of Ashby. These officers shall be referred to as "employees" in this Agreement and shall constitute the bargaining unit.

**ARTICLE 2  
MANAGEMENT RIGHTS**

**Section 1.** Except as otherwise expressly proved by this Agreement, the Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management specified below:

- a. the operation and direction of the affairs of the Town in all of their various aspects;
- b. the determination of the level of police services to be provided;
- c. the direction, control, supervision and evaluation of officers and sergeants, the frequency of evaluations and the conducting of the evaluation;
- d. the determination of new employee classifications or ranks;
- e. the determination and interpretation of new job descriptions;
- f. the increase, diminishment, change or discontinuation of operations in whole or in part;
- g. the institution of technological changes or the revising of processes, systems or equipment from time to time;

- h. the determination of the style, type, and color of uniforms, and the manner in which they are to be worn;
- i. the determination of the standards for on-duty grooming and appearance of employees, including hairstyles, beards and mustaches, and jewelry;
- j. the right to issue, from time to time, special orders implementing (h) and (i) above;]
- k. the training of officers and sergeants, including in-service and physical fitness training;
- l. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- m. the determination of the location, organization, and number of personnel;
- n. the assignment of duties and work assignments including the change of duties and work assignments from time to time;
- o. the creation change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- p. the assignment of officers and sergeants from time to time to shifts;
- q. the assignment to work sites, including the change of work sites from time to time;
- r. the granting and scheduling of leaves;
- s. the scheduling and enforcement of working hours;
- t. the mandatory requirement and assignment of overtime;
- u. the determination of which officers and sergeants, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the rank(s) to be so called;
- v. the assignment of officers and sergeants, from time to time, to foot or motor patrol, or to investigative, traffic, dispatching or administrative duties;
- w. the hiring; appointment or promotion of officers and sergeants, including the determination of qualifications and requirements for the position or promotion, provided, however, that the Town will bargain over wage rates for new ranks;
- x. the demotion, suspension, discipline or discharge of officers and sergeants;

- y. the layoff of officers and sergeants due to lack of funds or of work, subject to impact bargaining;
- z. the relief of officers and sergeants due to the incapacity to perform duties or for any other reason;
- aa. the right to require an alcohol or drug test subject to the Supreme Judicial Court precedent regarding drug testing; and
- bb. the making, amendment, and enforcement of such reasonable rules, regulations, operating and administrative procedures from time to time as the Town deems necessary;

and 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.

**Section 2.** Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Police Chief or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Police Department.

**Section 3.** The Town also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any rights shall not be considered a waiver.

**Section 4.** Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

**Section 5.** During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

**ARTICLE 3  
DUES CHECK-OFF**

**Section 1.** The Town shall deduct regular Union dues in the amount stated by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Union officer 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 the Town's employment. The deduction of dues shall be in accordance with the 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.

**Section 3.** Any authorization for deduction shall be on the following form:

**PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF**

I authorize the Town of Ashby deduct Union Dues, Fees and Assessments in the amounts specified by the Union, from my regular paycheck and to remit that money to the I.B.P.O. Local 385.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the Town Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.



Signature:  
Name:  
Address:

Date:

**ARTICLE 4**  
*(Reserve For Future Use)*

**ARTICLE 5**  
**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, however, that any matter arising before or after the dates of this Agreement will not be subject to this grievance procedure nor construed as being grievable.

**Section 2.** The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, the union or the employee must file the grievance at Step 2 of the procedure within fourteen (14) calendar days of the occurrence of the incident or event giving rise to the dispute or within fourteen (14) calendar days after the Union or employee knew or should have known of the occurrence.

**Section 3.** All grievances will be handled in accordance with the grievance procedures set forth in this Article. A representative of the Union may accompany the officer or sergeant in any meeting with a Town representative concerning a grievance.

**STEP 1:** The Union or the employee shall present the grievance in writing to the Chief of Police for resolution. The grievance will contain (1) 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 of the grievance is submitted to the Chief of Police shall constitute the commencement date of the grievance. Within fourteen (14) calendar days of receipt of the grievance, the Chief of Police will submit to the Union a written decision regarding the grievance.

**STEP 2:** If the grievance is not resolved at Step 1, or answered in writing by the Chief of Police within the time limit set forth above, the Union or the employee may appeal the grievance, in writing to the Board of Selectmen no later than fourteen (14) calendar days from the date the Chief of Police denied the grievance or his response was due. The Board of Selectmen, or its representative, may meet with the Union or the employee within thirty (30) calendar days of receipt of the grievance. If the grievance is not settled at the meeting, the Board of Selectmen, or its representative, will respond to the grievance in writing no later than fourteen (14) calendar days following the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the date of receipt of the appeal. If the Union misses any deadline at any step, the matter will be considered closed and not arbitrable. If the Town misses any deadline at any step, the Union may proceed to the next step in the grievance procedure.

**STEP 3:** In the event that the grievance is not satisfactorily resolved at Step 2, the Union or the Town may submit the matter to final and binding arbitration within thirty (30) calendar days of the Board of Selectmen's decision, by means of written notice to the other party. The parties shall attempt to agree on an arbitrator. Failing such an agreement, the matter shall be submitted to the American Arbitration Association.

**Section 4.** The award of the arbitrator shall be final and binding upon all parties, 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 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 the expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.
- d. Either party shall have the right to a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings.
- e. The arbitrator shall have the authority to devise an appropriate remedy.
- f. The arbitrator shall have no authority to award interest.
- g. No arbitration award shall include payment by the Town of punitive damages to the Union or the employee.

**Section 5.** The arbitrator shall decide disciplinary cases based upon the preponderance of the evidence standard of proof.

**Section 6.** Grievances may be settled without precedent at any stage of this procedure.

**Section 7.** The failure of the chief of Police or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the office or the Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration.

**Section 8.** The time limits set forth in this Article may be extended by mutual written agreement of the parties.

**Section 9.** The Town may also process grievances under the grievance procedure.

**ARTICLE 6  
NO STRIKE OR LOCKOUT**

**Section 1.** No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing<sup>1</sup>, sympathy strike, or withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services<sup>2</sup>.

**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, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

**Section 3.** The Union agrees further than should any employee or group of employees covered by this Agreement engage in any 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

---

<sup>1</sup> Informational picketing is not prohibited by this Article.

<sup>2</sup> The term "withholding of overtime services" applies only to concerted action, not individual action.

disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

**Section 5.** The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

**Section 6.** The Town agrees that there shall be no liability on part of the Union, its officers and agents, for the unauthorized breach of the agreements contained in this Article by individual bargaining unit members, provided that the Union had no involvement in the bargaining unit member's breach of this Article.

**Section 7.** The Town shall not lock out employees during the term of this Agreement. The Town's failure to provide work for economic or business reasons or as the result of a strike by other employees of the Town will not be deemed a lockout.

#### **ARTICLE 7 NON-DISCRIMINATION**

**Section 1.** The parties to this Agreement agree that they shall not discriminate against any employee in connection with their employment because of race, color, sex, age (as defined by law), religion, handicap, sexual orientation (as defined by law), gender identity, national origin, genetic information, military status, or Union activity or non-Union activity, or for any other legally protected classification.

#### **ARTICLE 8 DISCIPLINE AND DISCHARGE**

No permanent employee shall be suspended or discharged without just cause after serving a one year probationary period.

**ARTICLE 9  
UNION BUSINESS**

**Section 1.** One employee, who shall be designated in writing by the Union, shall be granted reasonable time off without loss of pay or benefits for contract negotiations (provided the employee is a member of the bargaining team), and grievance administration.

**Section 2.** Subject to the reasonable discretion of the Chief, two employees, designated in writing by the Union, shall be allowed to attend a convention of the I.B.P.O. each year; one without loss of pay or benefits and the other on unpaid leave.

**ARTICLE 10  
SENIORITY**

**Section 1.** Definition. For purposes of this Agreement, seniority for full-time employee means an employee's length of continuous service with the Town since his or her initial appointment as a full-time employee with the Police Department. Seniority for part-time employees shall be based on the employee's length of continuous service with the Town since his or her initial appointment as a part-time employee with the Police Department. Full-time employees shall be senior to part-time employees. Employees who return to their position within three (3) months of the effective date of a lay-off shall be considered to have been in continuous service for the period of the layoff and shall not lose any seniority as a result of being laid off.

**Section 2.** Break In Service. Seniority shall not be broken while an employee is on an approved leave whether paid or unpaid. If an employee resigns, is discharged, is not reappointment, or refuses a recall, the employee shall lose all seniority.

**Section 3.**     Seniority Lists. The Town shall prepare and post on a bulletin board in the Police Department two seniority lists showing the service of each employee. There shall be one list for full-time police officers and one list for regular part-time police officers. Copies of the seniority lists shall be furnished to the Union when they are posted or changed.

**Section 4.**     Job Postings and Promotions. Whenever a job vacancy occurs and the Town intends to fill the position, a notice of such vacancy shall be posted on a Police Department bulletin board for ten (10) working days prior. During this period, employees who wish to apply for the vacancy may do so. The application shall be in writing, and it shall be submitted to the Chief of Police.

## ARTICLE 11 REDUCTION IN FORCE

**Section 1.**     Reduction in force shall be in reverse order of seniority by rank, unless specific expertise is needed as determined by the Police Chief. Employees shall be recalled in reverse order of the reduction in force by rank. Employees will have recall rights for twenty-four (24) months from the date of lay off from active duty in the Department, subject to qualification and certification. A refusal of recall shall be considered as a resignation, and recall rights shall terminate.

During the recall period, laid-off employees in good standing will be permitted to attend in-service training at their own expense with the sponsorship of the Town. Officers will attend such training as volunteers without pay, not as employees of the Town.

The Town shall send written notices of recall positions to each employee who is being recalled, by First Class Mail and Certified Mail, Return Receipt Requested, notifying them of the date of return, work location and shift assignment.

Employees who have received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two (2) days after the date of the mailing of the notice. Failure to respond to the Town's recall shall result in removal of the person's name from the recall list and forfeiture of further recall rights. Any employee who declines such employment after having indicated that he/she would return to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights.

**Section 2.** In the event that two or more employees shall have the same date of employment, relative seniority shall be determined as follows: during an even numbered fiscal year, the employee whose last name begins with the letter closest to "A" shall be deemed senior; during an odd numbered fiscal year, the employee whose last name begins with the letter closest to "Z" shall be deemed senior. In the event of identical "first letters," the same procedure shall be followed using second letter of the last name, etc., and then the first name.

**Section 3.** The determination of the necessity of payoffs, the selection of the rank and the number of officers within those rank(s) to be laid off, the filling of vacancies, and the reassignment of officers within ranks as a result of a reduction in force are essential elements of management and as such are non-grievable and are not subject to arbitration,



provided, however, prior to any layoff, the Town shall bargain over the impact of the layoff with the Union.

**Section 4.** If a reduction in force results in layoffs or reduction of hours of any full-time officer, the full-time officer whose hours were reduced shall have priority over part-time officers for any additional hours or assignments during the period in which the reduction in force is in effect. This priority shall be in effect for 12 months following the reduction in force, provided that that the officer has not been returned to full-time duty in Ashby or received a full-time police officer position in another community.

Nothing in this section shall limit management's discretion to conduct a reduction in force.

## **ARTICLE 12 HOURS OF WORK AND OVERTIME**

**Section 1.** Work Shifts. Full-time employees shall be scheduled by the Police Chief or the next officer in command to work on regular work shifts as a result of the shift bidding process according to Article 12A. Each work shift shall have a regular starting and quitting time. Each full-time employee shall work the same work shift on each day of his/her work week whenever possible. Regularly scheduled work shifts shall not exceed forty <sup>(40)</sup>~~(4)~~ hours in one (1) week.

**Section 2.** Work Schedule. The schedule of regularly scheduled work shifts for full-time employees showing the employees' scheduled tours of duty, work days and hours, as well as any scheduled vacation, personal or other leave, shall be posted in the Police Department as least sixty (6) days in advance and shall remain posted until such regularly

scheduled work shift is completed. Days off shall be consecutive. The posting requirement for reserve employees shall be thirty (3) days.

**Section 3.**     Overtime Service and Rate. The Town shall pay one and one-half (1 ½) the base hourly rate for all hours actually worked in excess of forty (40) hours in any one work week. Holidays and vacation leave shall be considered as hours actually worked. Sick leave shall not be considered as hours actually worked.

**Section 4.**     Scheduling Overtime. In emergencies, or as the needs of the Department require as determined by the Police Chief in his or her discretion, employees may be required by the Chief of Police to perform unscheduled overtime services or be held on duty. Scheduled overtime opportunities shall be distributed as fairly and equitably as possible among qualified employees according to seniority on a rotating basis in accordance with a lowest hours system. There shall be a rotating list of full-time employees according to seniority and a separate rotating list of part-time employees according to seniority.

      If an officer is out on paid or unpaid leave, that shift may be filled by a part-time officer.

      The opportunity to work scheduled overtime shall be offered first to the eligible full-time employee who has the least number of overtime hours to his or her credit at the time and is not on leave. (In the event that two (2) or more eligible employees have the same number of overtime hours to their credit, the most senior eligible employee who is not on leave will shall be offered the overtime first.) In this employee does not accept the assignment, the eligible full-time employee with the next fewest number of overtime hours

and is not on leave will be offered the assignment. Only if not eligible full-time employee is available shall the overtime opportunity be offered to part-time officers.

Said lists shall be posted showing the number of assignments accepted and refused. Any employee who refuses an overtime opportunity shall not be removed from the list, but any such refusal shall be recorded for the purpose of future overtime assignments as a shift actually worked, under the heading "Refused", with the hours thereof noted, in determining the equitable and fair distribution of overtime to such employees.

A full-time officer shall be assigned by the Police Chief or his designee to administer the lowest hours system set forth in this section while he or she is off-duty and will not receive compensation therefore.

**Section 5.** The Chief shall post the shifts he or she established and will assign officers based on the Shift Bidding Clause, Article 12A, except where doing so would negatively affect the operation of the Department, as determined by the Chief of Police in his or her discretion.

**Section 6.** Forced Overtime. Whenever the needs of the Department require and employee to be involuntarily forced to work overtime, if time allows, the Department will make every effort to assign the forced overtime in reverse order of seniority.

Notwithstanding any past practice or contract provision to the contrary, to be exempt from an "order in", an officer must have committed a total of two accrued leave (vacation, floating, or personal) days in connection with the "order in" day (i.e. two days before, two days after, or one day before and one day after). Further, reserve officers (regular part-time officers) are subject to being ordered in under this agreement.

**Section 7.** Part-time Officer Minimum Requirement. Part-time officers are required to work two (2) part-time shifts per month. In addition, they are expected to work a minimum of thirty-four (34) extra shifts per year (over the period from May 1 through April 30), not including their weekly scheduled shift, training hours or details. Part-time employees on approved leave must work to the same standard but on a pro-rated basis (e.g., an employee on approved leave for three (3) months must work 75% of the 34 extra shifts). Failure to work in accordance with this standard may result in disciplinary action up to and including termination, provided these shifts are made available to part-time officers.

## **ARTICLE 12A SHIFT BIDDING**

**Section 1.** All shifts shall be open to seniority bid. Bids are to be for a six (6) month period. Bid shifts will be January – June and July – and December. Bidding will take place on December 1<sup>st</sup> and June 1<sup>st</sup> of each year. Assignments will be given by seniority within the Ashby Police Department. All employees in the classification of full-time police officers and sergeants shall select their shift assignment and days off on the basis of their seniority classification. It is understood that the Chief of Police retains discretion to assign supervisory employees to shift assignments where there is a need for supervisory officers on such shift, however, in the event of such a reassignment, a rebidding process will take place.

**Section 2.** Whenever an employee is not assigned to his preference by seniority, the Chief or his or her designee shall offer a written explanation as to the reason for the assignment. The Chief's denial of preferred shift is subject to the grievance procedure; however, the assignment of shifts is not subject to the arbitration procedure.

**Section 3.** Nothing in this article shall be construed as to limiting the Chief in his managerial prerogative in his assignment of employees to specialized functions, details or positions (i.e. detective, court officer, etc.)

**Section 4.** Nothing in this article shall limit the discretion of the Chief to determine the number of employees assigned to each shift.

**Section 5.** With a seven (7) day notice, the Chief may temporarily transfer an employee from one shift to another for the purpose of attending training sessions or covering for vacation and personal time. If a temporary transfer lasts longer than two-weeks, shifts shall be re-bid. The Chief will make every effort to transfer employees in reverse order of seniority; however, the parties recognize that a transfer may be based upon other legitimate reasons, such as the ability to fill the shift of the transferred officer.

**Section 6.** During times of emergency, the Chief or the Chief's designee may assign officers to any shift to meet the needs of the department. The Chief will make every effort to assign officers in reverse order of seniority; however, the parties recognize that an emergency assignment may be based upon other legitimate reasons, such as the ability to fill the shift of the assigned officer.

**Section 7.** Subject to manpower needs and maintaining efficiency of the department, seniority shall be the prime function in the selection of shifts and days off.

**Section 8.** Shift bids may be reopened as necessary prior to the end of the six (6) month period if a vacancy occurs, if an employee is on a prolonged absence, as additional employees are hired and for any unforeseen reasons.

**Section 9.** The results of the shift bid will be posted as soon as possible, but no later than one week after the bid takes place. The former shift assignments will continue in effect for two weeks after the new shift assignments are posted.

**ARTICLE 13  
SWAPS**

**Section 1.** Each employee may agree to exchange a shift assignment with another employee of equal rank and position as long as such substitution does not impose any additional cost on the Town and the exchange occurs so as to involve no overtime.

**Section 2.** The employee seeking to swap a shift must obtain the prior approval of the Police Chief, or his or her designee.

**Section 3.** The Sergeant may swap his other-than-regularly-scheduled supervisory shifts with another full-time officer, subject to the Chief's approval.

**ARTICLE 14  
HOLIDAYS**

**Section 1.** The Town shall provide 12 paid holiday leave days. The holidays reserved are:

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

**Section 2.** Any regular full-time employee who actually works on one of the days enumerated above shall be paid the equivalent of one and one-half (1 ½) times the base hourly wage for each hour worked and will receive an additional day off with pay, to be scheduled with the approval of the Chief; provided, however, in order to qualify for extra

pay for scheduled holidays worked, any member of the bargaining unit must work the scheduled workday before and the scheduled workday after the holiday they are scheduled to work, as well as actually working the scheduled holiday itself, unless authorized to be absent by the Police Chief or his designee. Sick leave shall not be construed to be an authorized absence.

No member of the bargaining unit may collect more than one holiday benefit (i.e., 8 hours holiday pay plus an additional day off) for any single holiday even if working multiple shifts on the holiday.

**Section 3.** Any regular part-time employee who actually works on one of the days enumerated above shall be paid the equivalent of one and one-half times the base hourly wage for each hour worked.

**Section 4.** Any regular full-time employee who does not work on one of the days enumerated above shall be paid the equivalent of a normal day's leave pay at the base hourly wage.

**Section 5.** If a holiday is observed on a regular full-time employee's day or vacation day, the employee will receive an additional day off with pay, to be scheduled with the approval of the Chief.

## **ARTICLE 15 VACATIONS**

**Section 1.** All regular full-time employees covered by the terms of this contract shall be eligible for paid vacation leave as follows:

Employees who have actually worked for the Town for less than one year shall earn one vacation day per month up to a maximum of ten (10) work days. Thereafter, vacation allowances shall be earned annually based on actually working the following schedule:

10 work days upon reaching one year but before reaching five years

15 work days upon reaching five years but before reaching ten years

20 work days upon reaching ten years

One additional day for each year after ten years, up to a maximum of 25 work days.

**Section 2.** Vacation leave is accrued on a monthly basis for the fiscal year. The Police Chief, however, may grant vacation leave to an employee in advance. The Town may deduct the amount of any used, unearned vacation leave from the employee's final paycheck upon separation of employment.

**Section 3.** Vacation leave, as permitted by the staffing needs of the Department as determined by the Police Chief, shall be scheduled in accordance with the request of employees based on seniority and rank on a first-come-first-serve basis.

**Section 4.** With the exception of vacation days that have been specifically denied as addressed in Section 7 below, no more than five (5) vacation leave may be carried over by an employee to the next fiscal year. An employee seeking to carry over up to five (5) days shall file a written request with the Town Administrator or Board of Selectmen. A request will generally be granted when the operation needs of the Department have required the employee to forego vacation in the prior year. The Town Administrator or Board of Selectmen may permit an employee to carry over more than five (5) vacation days to the



next fiscal year if there were extenuating circumstances that prohibited an employee from taking their accrued vacation during the fiscal year.

**Section 5.** The rate of vacation pay shall be the employee's base rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period. Vacation pay is equivalent to day of base pay earned as a full-time employee.

**Section 6.** Employees shall receive their vacation pay according to the regular payroll schedule.

**Section 7.** Vacation time requested seven (7) days or more in advance in writing shall not be unreasonably denied, ignored or delayed. Denial with reason must be given in writing by the Chief or his/her designee within four (4) days of the submission of the request. Denials of vacation time shall be grievable directly to the Board of Selectmen, but not subject to the arbitration procedure. If no response is received from the Chief or his/her designee within four (4) days, it will be considered a denial and grievable directly to the Board of Selectmen.

Full-time employees may carry over to the next fiscal year up to five (5) denied vacation days, however, vacation days that are carried over must be used before October 1<sup>st</sup> of the next fiscal year.

**Section 8.** Vacation Buyback. At the election of a full-time officer, the Town will buy back the following amount of vacation time at the officer's base hourly rate of pay:

Full-time officers with between 10 – 19 accumulated vacation days are eligible for 2 days of vacation buy back.

Full-time officers with 20 or more accumulated vacation days are eligible for 5 days of vacation buy back.

**Section 9.** Officers returning from injured on duty leave in excess of one hundred twenty (120) days shall not be eligible to use vacation leave during the first month after returning to work, unless such vacation leave was scheduled prior to the injured on duty leave.

## **ARTICLE 16 SICK LEAVE**

**Section 1.** Regular full-time employees in pay status shall earn one (1) sick day per month.

**Section 2.** The amount of sick days earned shall be capped at 60 sick days, however, it is understood that any employee with greater than sixty (60) sick days as of the ratification of this Agreement shall retain those days. It is further understood that as the amount of days sixty (60) are used, the accrued balance of days shall be reduced accordingly. Once an employee who had more than sixty (60) sick days accumulated at the date of ratification of this agreement, reaches a balance of sixty (60) accumulated sick days it is understood that if such employee needs to utilize a sick day during any given month, the employee will be allowed to use his/her one earned sick day that month without having to reduced the accrued balance of sixty (60) sick days. It is further understood that any sick days utilized in a given month beyond the one earned sick day for that month will be deducted from the sixty (60) sick day balance.

**Section 3.** A sick day with pay shall consist of the number of hours of a regularly schedule work day paid at the employee's base rate of pay.

**Section 4.** Employees may use paid sick leave when incapacitated from the performance of duties by personal sickness, injury or exposure to contagious disease. Employees may use up to five (5) days of sick leave per year to attend to a spouse or child who is seriously ill.

**Section 5.** Upon an employee's death, resignation, retirement or permanent separation from service of the Town, no monetary allowance or adjustment shall be made for earned, unused sick leave.

**Section 6.** Notification of illness shall be made to the Police Chief, if possible, prior to starting time or as soon as practical thereafter. The Police Chief may require a physician's statement substantiating sickness, or may otherwise verify the employee's reason for sick leave, after an absence of three (3) or more consecutive day(s) or after an absence of one (1) or more days if the Police Chief suspects a pattern or an abuse of sick leave by the employee.

**Section 7.**

- a. Regular full-time employees may earn one (1) wellness day in each 1/3 of the fiscal year if the employee uses no sick time in that 1/3 of the fiscal year (i.e., a maximum of three wellness days may be earned in any fiscal year). Specifically, one wellness day may be earned during each of the following periods: July 1 – October 31; November 1 – February 28 (or February 29, where applicable); and March 1 – June 30.
- b. Each wellness day off must be scheduled at least fourteen (14) days in advance of the date on which the day is to be used.
- c. A wellness day must be used within one (1) calendar year of earning it, or the wellness day will be forfeited.
- d. Any employee who has accrued wellness days in excess of three (3) at the time this Agreement is executed has one (1) calendar year from the date this Agreement is executed to use them, or they will be forfeited.

- c. Wellness days will count as “hours worked” for purposes of calculating overtime.

**ARTICLE 17  
PERSONAL LEAVE**

**Section 1.** At the beginning of each fiscal year, regular full-time employees covered by the terms of this contract shall be granted three (3) days of personal leave. Personal leave shall not be accumulated from year-to-year.

**Section 2.** Personal leave may be granted in minimum increments of one-half of a work day by the Police Chief.

**Section 3.** Personal leave must be requested twenty-four hours in advance, except in case of emergency, and shall be granted by the Police chief subject to the operation requirements of the Department.

**Section 4.** Personal leave may be used for the observance of religious holidays, special events or occasions, when personal business must be conducted during regular work hours and in cases of emergency.

**Section 5.** Upon an employee’s death, resignation, retirement or permanent separation from the service of the Town, no monetary allowance or adjustment shall be made for unused personal leave.

**ARTICLE 18  
BEREAVEMENT LEAVE**

**Section 1.** All regular full-time employees covered by the terms of this contract shall be permitted up to three (3) consecutive days of paid leave to attend the funeral of any member

of his or her immediate family. Immediate family is defined as a spouse/partner, child, grandchild, mother, father, brother, sister, mother-in-law, father-in-law, or a grandparent.

**Section 2.** Part-time employees regularly scheduled for a minimum of twenty (20) hours per week shall be granted a paid leave of absence on a pro rate basis when a death in the employee's immediate family has occurred.

**Section 3.** All regular full-time employees covered by the terms of this contract shall be permitted one (1) day of leave to attend the funeral of an aunt, uncle, grandmother-in-law or grandfather-in-law.

#### **ARTICLE 19 MILITARY LEAVE**

**Section 1.** The Town will comply with all the relevant laws regarding military leave.

**Section 2.** The Town shall pay an employee on military leave either (1) the difference between any pay received for such military duty and the employee's regular hours and base rate of pay or (2) the pay rate prescribed by law, whichever is greater. The parties understand that this provision does not impose an obligation on the Town to pay an employee on military leave for greater than seventeen days, or as otherwise prescribed by law.

#### **ARTICLE 20 JURY LEAVE**

**Section 1.** An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror

service, the employee shall be paid the difference between the amount received as juror compensation, less than juror travel allowance, and the employee's regular straight time rate.

**Section 2.** Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less than juror travel allowance, and the employee's regular straight time rate.

**Section 3.** An employee seeking compensation in accordance with this section shall notify the Police chief after receipt 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.

## **ARTICLE 21 FAMILY AND MEDICAL LEAVE**

**Section 1.** 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 2.** The Town shall provide Small Necessities leave in accordance with the Massachusetts Small Necessities Leave Act.

## **ARTICLE 22 HEALTH INSURANCE**

**Section 1.** Any full-time employee, or part-time employee regularly schedule to work at least twenty (20) hours per week, is eligible to participate in the Town's Health Insurance Program.

**Section 2.** Employees shall contribute the following minimum percentage toward their HMO coverage (Health Insurance) under Chapter 32B, Section 16.

<u>Employer Share</u>	<u>Employee Share</u>
90%	10%

**Section 3.** The Town shall provide COBRA benefits, as required by law.

**Section 4.** Effective July 1, 2016 (i.e., commencing with FY17), any employee who is eligible for enrollment in the Town's health insurance program, and who opts not to effect or maintain such enrollment in any given fiscal year, shall be granted a payment of up to \$5,000 (pro-rated, as explained below), in lieu of such insurance coverage.

Any employee seeking to participate in this standing offer must, as a pre-qualification for acceptance into the program, provide to the Town documentary proof of health insurance coverage from a non-Town source.

Participation in the program will generally be structured in full fiscal-year blocks. New hires will be eligible for participation in the program (subject to the pre-qualification provision noted above) at the commencement of the first full month following such employee's first day of work. Existing employees must give notice to the Town Treasurer on or before March 31 of any fiscal year, of an intent to either newly subscribe or to un-subscribe from the Town's insurance coverage in the following fiscal year. The Town Administrator may, in response to extraordinary circumstances affecting an employee, authorize exception or adjustment to the above procedures.

Payments will be pro-rated in 1/26 segments, conforming to the Town's bi-weekly payment schedule. All payments shall be subject to applicable withholding requirements. Payments

shall only be made during the period during which the employee remains unsubscribed to Town insurance.

This health insurance bonus is not included in the base compensation for purposes of overtime, retirement or any other purpose.

#### **ARTICLE 22A DISABILITY PLAN**

**Section 1.** The Town shall continue to provide a group disability plan to all full-time employees.

#### **ARTICLE 23 PERSONNEL RECORDS**

**Section 1.** The Town shall maintain a personnel file for employees covered by this Agreement.

**Section 2.** An employee shall have the right to place a written reply in his/her file to all performance reviews, complaints, reprimands or any other material derogatory or disciplinary in nature and have it attached to said material. Employees will be shown all material to review and sign it prior to it being placed in the file. The purpose of the signature is not to imply acceptance, but merely indicates that the information has been shared.

**Section 3.** The Town shall permit an employee, by appointment, to inspect and make copies of the contents of his or her own personnel file, in accordance with the procedure established by Section 52C of Chapter 149 of the General Laws of Massachusetts.



**Section 4.** The Town will remove written references to any verbal warnings from an employee's personnel file after one year with no further similar discipline.

**ARTICLE 24  
BULLETIN BOARDS**

The Town agrees to furnish and maintain suitable bulletin board space in a non-public area of the Police Station to be used by the Union for posting of announcement or other materials relating to Union business and activities. This space shall not be used for obscene or libelous materials.

**ARTICLE 25  
UNIFORMS**

**Section 1** In lieu of a uniform allowance, the Town will pay the following amounts upon hire and annually thereafter to all full-time and regular part-time officers who have graduated from the Academy. This payment shall be part of the officers' base pay, and shall be divided equally and paid in accordance with the Town's regular payroll.

	<u>Full-Time Officers</u>	<u>Regular Part-Time Officers</u>
1 <sup>st</sup> year of contract	\$1,275	\$500
2 <sup>nd</sup> year of contract	\$1,300	\$525
3 <sup>rd</sup> year of contract	\$1,325	\$550

**Section 2.** The Town will make a one-time payment in the amount of \$500 to any officer who is promoted to sergeant for the purchase of additional uniform items required by the Police Chief.

**Section 1.** Any part-time officer, upon successful completion of the full-time academy and appointment as a full-time officer, shall receive the difference, on a pro rate basis, between the applicable full-time and part-time amounts set forth in Section 1 above.

**Section 2.** The amounts set forth in Section 1 above shall be used to purchase and/or replace the following uniform articles: leather goods, police shirts, police sweaters, hats, coats and ties; and any other equipment that is to be used for police work with prior approval of the Chief of Police. An authorized uniform and equipment list shall be established by the Chief or his designee. This list shall constitute the minimum uniform and equipment required by the department.

**Section 3.** The Town, at its sole cost and expense, shall supply, as required by the Chief, all weapons, badges, patches, ammunition, bullet-proof vests, flashlights, handcuffs, portable radios and pagers. If the Town adds any new standard equipment, it shall pay for the initial purchase of such equipment for each employee.

**Section 4.** The Police Chief or his designee shall provide a list of approved uniforms which will constitute the minimum uniform requirements for the Department.

**Section 5.** The Department, within the Chief's discretion, shall replace any article of clothing or equipment damaged, soiled, or contaminated by hazardous substances in the line of duty. This shall include biological or chemical substances.

**Section 6.** Under separation from the Town, employees must return all supplies and/or uniforms to the Ashby Police Department which were purchased with Town funds. Any uniforms and/or supplies purchased with Town funds remain property of the Town. Any uniforms and/or supplies which were purchased by an employee through his/her private funds shall remain the property of the employee, provided however, that the employee can produce a sales receipt showing the purchase was made on their own. Should the Town

wish to purchase from the employee any of the uniforms and/or supplies that were purchased with the employee's own private funds, the Town and the employee shall reach a mutually agreeable settlement on the value of said items, with regards to such specifics as wear and tear, current value and depreciation. Should the Town and the employee fail to reach such an agreement, the property in question will remain that of the employee.

#### **ARTICLE 25A UNIFORM CLEANING**

**Section 1.** For the benefit of full-time and regular part-time officers covered by the terms of this contract, the Town shall arrange for uniform pants and shirts, and civilian suits, to be picked up at the Ashby Police Station once each week, cleaned, and returned to the Police Station at the Town's expense, not to exceed \$500 per full-time officer and \$200 per regular part-time officer per fiscal year (effective July 1, 2015). The Union agrees to utilize the cleaning service provided by the Town.

#### **ARTICLE 26 DETAILS**

**Section 1.** Detail opportunities shall be distributed as fairly and equitably as possible among members of the bargaining unit according to seniority on a rotating basis in accordance with a lowest hourly system. There shall be a rotating list of full-time employees according to seniority and a separate rotating list of part-time employees according to seniority. Other members of the Department may only be called for details in case of emergency and after all members of the bargaining unit have refused to work and are not "ordered in."

The opportunity to work details shall be offered first to the eligible full-time employee who has the least number of hours to his or her credit at the time. In the event that two (2)

or more eligible employees have the same number of overtime hours to their credit, the most senior eligible employee shall be offered the detail first. If this employee does not accept the assignment, the eligible full-time employee with the next fewest number of detail hours will be offered the assignment. Only if no eligible full-time employee is available shall the detail opportunity be offered to part-time officers.

Said lists shall be posted showing the number of assignments accepted and refused. Any employee who refuses the detail opportunity shall not be removed from the list, but any such refusal shall be recorded for the purpose of future overtime assignments as a detail actually worked, under the heading "Refused," with the hours thereof noted, in determining the equitable and fair distribution of details to such employees. The detail list shall be reset to "0" hours annually on July 1 of each year.

Any full-time officer who is subject to a non-voluntary reduction in regularly scheduled hours (i.e. Layoffs or furloughs) shall be eligible to accept the detail when officered to the full-time officers following the policy as set forth above.

Upon any contractor, commercial or private, requesting a detail officer contacting the Ashby Police Department, the Department will advise the contractor of the approximate time required to fill the detail. Ashby Police Officers shall have the right of first refusal on any request made to the Ashby Police Department for such detail officer within the Town of Ashby, however, the Chief of Police or his or her designee shall have overall responsibility for qualifying contractors and ensuring that the detail complies with Town bylaws and regulations. The on-duty Union member or his or her designee shall have the responsibility of filling details.

**Section 2.** Detail rates for those details for which the Town is entitled to payment from a non-Town entity shall be consistent with that rate currently bargained for by the Massachusetts State Police.

All employees who are assigned to work a detail and appear at their job site will be guaranteed four (4) hours of pay at the appropriate rate. All hours worked over eight (8) hours on a detail will be paid at one and one-half (1 ½) times the appropriate detail rate.

It is understood that Section 2 only applies to non-Town details.

**Section 3.** All uniform members who are called for extra duty details and who appear at their job site shall receive one and one-half (1 ½) times their base rate of pay for all details paid directly by the Town.

**Section 4.** The Town will maintain an agency account to provide payment for non-Town details. Employees shall be paid for such details in the first regular payroll cycle following performance of the detail.

**Section 5.** All uniform members of the Department shall refer any requests that they may receive from any party for outside duty to the Chief without exception.

**Section 6.** All uniform members of the Department, while on extra duty details, shall comply with the Rules and Regulation of the Ashby Police Department and shall be subject to the supervision of the Ashby Police Department and the disciplinary authority of the Police Chief.

**Section 7.** The responsibility of filing details belongs to Union membership and therefore the Union may not invoke the grievance or arbitration procedure with respect to

the filling of details, however, any Union member may notify management if a problem arises. It is understood and agreed, however that the Chief has the authority to assign supervisory officers to details, if in his or her judgment, the detail requires the presence of a supervisory officer. The Chief's decision to assign a supervisory officer to a detail is subject to the grievance procedure.

## **ARTICLE 27 CALL BACKS**

**Section 1.** Any full-time employee called back to work after his/her regularly scheduled shift (including an officer called back to be booking officer) shall be paid for a minimum of four (4) hours at the rate of time and one-half of his/her base rate of pay provided, however, that the Police Chief or his designee may hold the employee for the guaranteed period. The officer in charge on the shift determines whether a call back is necessary.

**Section 2.** Call back opportunities shall be distributed fairly and equitably among employees according to seniority on a rotating basis in accordance with the lowest hours system. There shall be a rotating list of full-time employees according to seniority and a separate rotating list of part-time employees according to seniority.

The opportunity to work call backs shall be offered first to the full-time employee who has the least number of overtime call back hours to his or her credit at the time. (In the event that two (2) or more employees have the same number of call back hours to their credit, the most senior employee shall be offered the call back first.) If this employee does not accept the assignment, the full-time employee with the next fewest number of call back hours will be offered the assignment. Only if no full-time employee is available shall the overtime call back opportunity be offered to part-time officers.

Said lists shall be posted showing the number of assignments accepted and refused. Any employee who refuses a call back opportunity shall not be removed from the list, but any such refusal shall be recorded for the purpose of future call back assignments as a shift actually worked, under the heading, "refused", with the hours thereof noted, in determining the equitable and fair distribution of call backs to such employees. A full-time officer shall be assigned to administer the lowest hours system set forth in this section while he or she is off duty and will not receive compensation therefore.

**Section 3.** Compensation under this Article is not available when an employee is "held over" to work after the completion of his/her shift, or when an employee is called in prior to the start of his/her scheduled shift.

## **ARTICLE 28 COURT TIME**

**Section 1.** Any full-time employee, or part-time employee who is required to leave his or her regular job, who is required to attend court as a witness or otherwise in the performance of his/her duties, which attendance is at a time when he/she is not on duty, shall receive a minimum of three (3) hours of pay at one and one-half times his/her base rate.

**Section 2.** The time shall be calculated from the time the employee leaves the Police Station until the time he/she returns from court.

**Section 3.** The Chief or his designee will attempt to schedule court time on an employee's duty days.

**ARTICLE 29  
TRAVEL EXPENSES**

**Section 1.** Employees who use their own vehicles for travel in the performance of their official duties, when authorized by the Chief, shall be reimbursed for this use at a rate prescribed by the Internal Revenue Service.

**Section 2.** Parking fees and tolls shall also be reimbursed upon submission of receipts.

**ARTICLE 30  
HEALTH AND SAFETY**

**Section 1.** Upon the request of the Union or the Chief of Police, the parties shall meet once each quarter to discuss matters of mutual concern related to health and safety, and shall keep a record of their discussions.

**Section 2.** The Town shall ensure that germicidal/anti-bacterial soap and towels are kept in the Department bathroom(s).

**Section 3.** The Town shall provide adequate medical supplies, including ambu-bags, protective gloves, masks, gowns and other materials required for universal precautions.

**Section 4.** The Town shall maintain all police vehicles in accordance with State Inspection standards.

**Section 5.** The Town will reimburse all officers for any out of pocket expenses incurred in obtaining Hepatitis, TB, Tetanus and Flu shots from their primary care physician upon presentation of receipt. Officers will make a good faith effort to obtain the above shots as part of their routine medical care whenever possible.



**ARTICLE 31  
WAGES**

**Section 1.** Full-Time Officers shall be compensated in accordance with the following:

Effective July 1, 2018, the base wage will be increased by 1.5%

Effective July 1, 2019, the base wage will be increased by 1.5%

Effective July 1, 2020, the base wage will be increased by 1.5%

		<u>7/1/18*</u>	<u>7/1/19*</u>	<u>7/1/20*</u>
Step 1	Attending MCJTC Academy through First Year Full-Time Probationary Period	\$23.27	\$23.62	\$23.98
Step T	Academy Trained Transfer into Dept.	\$27.30	\$27.71	\$28.13
Step 2	Years Two through Four	\$27.58	\$27.99	\$28.41
Step 3	Years Five through Seven	\$27.89	\$28.31	\$28.74
Step 4	Years Eight through Ten	\$28.14	\$28.56	\$28.99

Regular Part-Time Reserve Officer Base Hourly Rate:

July 1, 2018 \$18.39

July 1, 2019 \$18.67

July 1, 2020 \$18.95

Upon three (3) years of continuous service as a regular part-time reserve officer, the rate of pay for the regular part-time reserve officer shall be \$1.00 above the hourly rate above.

**Section 2.** Wages for full-time and regular part-time officers shall be paid bi-weekly.

**Section 3.** In addition to the established wage rates, the Town shall pay an additional one dollar (\$1.00) per hour stipend to employees for all hours worked on the late night shift.

---

\*Arithmetic subject to verification by Town and the Union.

The late night shift shall be considered from 12:00 a.m. to 8:00 a.m. shift or its equivalent (i.e. 11:00 p.m. to 7:00 a.m. shift).

**Section 4.** Effective July 1, 2013, full-time sergeants shall be compensated in accordance with the following schedule:

Upon appointment -- 16% above section 1, Step 1

Years Two through Four -- 16% above section 1, Step 2

Years Five through Seven -- 16% above section 1, Step 3

Years Eight through Ten -- 16% above section 1, Step 4

**Section 5.** Officers shall receive an annual stipend equivalent to 2% of the base hourly rate when assigned by the Chief to perform any of the following functions. The stipend will be paid in accordance with the Town's regular payroll cycle:

- (i) Field Training Officer<sup>3</sup>
- (ii) Property and Evidence Control
- (iii) Firearms Instructor
- (iv) Detective<sup>4</sup>

**Section 6.**

- a. When a full-time officer works with a reserve officer, the senior full-time officer on the shift shall serve as the Officer-in-Charge (OIC) and shall perform the duties of a shift supervisor for that shift. An OIC shall receive a \$1.00/hour stipend for this assignment.

---

<sup>3</sup> The Field Training Officer will collect the appropriate stipend for the full term of the appointment, as long as the FTO has attained the certification from the 40-hour FTO training course or its equivalent (or has attained certification from the three-day course by July 1, 2019) and attends a refresher course every two years.

<sup>4</sup> The parties agreed that the Union will discuss with the Police Chief the responsibilities of the detective assignment. No detective will be assigned and no detective stipend will be paid until the Police Chief and the Union agree upon the role and function of the detective.

- b. Any officer seeking compensation as an OIC shall file a report with the Chief on a form developed jointly by the Town Administrator and the Police Chief detailing all direct interactions which transpired between the OIC and reserve officer during the shift, including any instruction or direction given. Every effort will be made to file the report by the end of the subject shift, but in any event the report shall be filed within 24-hours of the conclusion of the subject shift. Failure to file such report in the stated timeframe, except in extraordinary circumstances, shall result in denial of the OIC payment for that shift.
- c. The Sergeant is not eligible for OIC pay under this Section 6.
- d. This Section 6 shall be considered a trial effort and shall be in effect only for the duration of the 2018-2021 contract. It shall not be carried over to a successor contract, unless specifically re-negotiate and accepted by both parties.

**ARTICLE 32  
FIREARMS PROFICIENCY**

**Section 1.** Officers shall meet firearms proficiency and marksmanship standards of the Massachusetts Criminal Justice Training Council. An officer's failure to meet the standards may be subject to disciplinary action by the Town without pay; provided, however, all officers shall have an adequate opportunity for prior training or retraining prior to any final firearm proficiency test.

**Section 2.** The department will conduct a minimum of 8 hours of firearms training or the amount of time recommended for police officers in comparable communities by the Training Council, whichever is greater.

**Section 3.** The Town will supply each officer with ammunition upon receipt of written request solely for the purposes of weapon practice on non-paid time as follows:

Handgun – 250 rounds  
Patrol Rifle – 250 rounds  
Shotgun – 50 rounds

Officers can substitute the number of rounds issued provided the costs are the same as the allotted number and amounts provided above.

**Section 4.** The Town may compensate officers up to a maximum of \$150 per officer per fiscal year to be used toward a personal membership to a facility or organization that provides range accommodations. In order to receive the compensation officers must submit a receipt by April 1. Range time is not compensated unless it is scheduled as a Department-mandated range date.

**ARTICLE 33  
LICENSE REQUIREMENTS**

**Section 1.** Employees covered under this Agreement shall possess a valid and current driver's license. An employee's failure to possess a valid driver's license, either by way of suspension or revocation, and/or failure to notify the Chief promptly of not possessing a valid driver's license, shall be grounds for disciplinary action by the Town.

**ARTICLE 34  
SEAT BELT REQUIREMENT**

**Section 1.** Employees covered under this Agreement shall wear seat belts while driving in a motor vehicle while on duty, or at any time in a Town owned motor vehicle. The Chief may waive the seat belt requirement where it is impractical. An employee's failure to wear seat belts may be subject to disciplinary action by the Town.

**ARTICLE 35  
FIRST RESPONDER TRAINING**

**Section 1.** Employees covered under this Agreement shall meet the requirements of Massachusetts General Laws, Chapter 111, §201, which will include:

- a. C.P.R. certification each year
- b. First-aid

**Section 2.** An employee's failure to meet the requirements set forth in Section 1 may be subject to disciplinary action by the Town.

**ARTICLE 36  
INSERVICE TRAINING**

**Section 1.** All employees shall be required to participate in yearly in-service training as set out in the guidelines of the Massachusetts Criminal Justice Training Council. All expenses for this required in-service training shall be borne by the Town, including but not limited to: meals (for full-day sessions) reimbursable to \$10.00; authorized travel, and; any course materials required for the training.

**Section 2.** If the training occurs outside an officer's regularly scheduled work-hours, the officer shall receive the applicable rate of pay for the training period. The Chief of Police may, in his or her discretion, change an officer's schedule for training purposes.

**ARTICLE 36A  
TRAINING**

**Section 1.** Each full-time officer shall be subject to Department scheduling, afforded the opportunity to attend a minimum of one (1) 40-hour course in a specialty which an Ashby Officer is not currently certified or trained. All reasonable expenses for this course shall be paid for by the Department, subject to the Department's budgetary constraints, and shall not be the responsibility of the individual officer.

**Section 2.** All full-time officers will have first right of refusal over part-time officers to attend training seminars when it is impractical to send both ranks.

**Section 3.** Each officer who seeks to attend training must submit a request in writing to the Chief of Police at least seven (7) days prior to the beginning of the training. This request must include an estimated cost of attending the training, including expenses the

officer anticipates. The Chief will notify the officer in writing within four (4) days of receiving the request whether the request is approved. If the request is the denied, the Chief will state the reasons for denial in writing. Requests for training will not be unreasonably denied and a good effort will be made to honor training requests. The Chief, in his or her discretion, may deny training requests for any rational reason, including lack of coverage and budgetary constraints.

**Section 4.** All expenses for this training shall be borne by the Town, subject to Departmental budgetary constraints. Expenses include, but are not limited to: meals (for full-day sessions) reimbursable to \$10.00; authorized travel, and any course materials required for the training. All expenses must be approved by the Chief prior to being incurred.

#### **ARTICLE 37B EDUCATION INCENTIVE**

**Section 1.** Partial Reimbursement. Full-time officers seeking to improve their ability to serve the Town by taking educational and/or training courses must submit their request to their Chief of Police. Such request then must be approved by the Chief of Police and the Town Administrator. In order to qualify for reimbursement, the office must notify the Chief of Policy and the Town Administrator no later than 2 weeks into the course. It is understood that if approval for the course is not received, the officer is not eligible for reimbursement. All officers are strongly encouraged to receive approval prior to actually enrolling in the course.

**Section 2.** The employee must take courses at times not interfering with his/her regular work schedule.

**Section 3.** The Town agrees to allocate a pool of \$600 annually for the purposes of tuition reimbursement for its full-time police officers. In no circumstances will the Town be obligated to pay more than \$600 annually for the entire Policy Department towards the tuition reimbursement full-time officers. Both parties the \$600 pool is for all full-time members of the police department and the allotment is not per officer. Monies that are not used remain property of the Town.

Reimbursement shall be made as follows. Officers receiving a grade of B or higher may apply for reimbursement in the amount of up to 50% of the course cost. Officers receiving a grade of C or higher may apply for reimbursement in the amount of up to 25% of the course cost. Officers must submit proof of their Grad Point Average with their request for reimbursement no later than 3 weeks after the course is completed or before the end of the fiscal year, whichever is sooner.

**Section 4.** The facility at which the education course is given must be an accredited institution approved by the Town Administrator.

**Section 5.** To qualify for partial reimbursement, the educational course must be directly related to the Criminal Justice or Information Technology / Computer Science field as determined in the sole discretion of the Town Administrator.

**Section 6.** So that the Town can fully benefit from the expenditure of funds for employee education, the employee must agree in writing, prior to taking the course, to remain in the employ of the Town for a minimum of twelve (12) months. The twelve (12) month period will commence following successful completion of the course. If the employee drops out of the course before to its completion for reasons other than Health or

other compelling factors approved by the Town Administrator, the employee must fully reimburse the Town for the funds expended. Also, if the employee voluntarily leaves the employ of the Town of Ashby prior to completion of the twelve (12) month period, the employee must fully reimburse the Town for the funds expended.

**Section 7.** All educational reimbursement provided for in this Agreement is subject to funding by the Town. Employees are only eligible for reimbursement in the fiscal year that the course was completed.

**Section 8.** An officer will not be permitted to seek reimbursement for multiple courses unless all other officers have declined to seek reimbursement or have indicated their intent not to seek reimbursement.

#### **ARTICLE 36C DIRECT DEPOSIT**

Effective July 1, 2015, or on such later date as may be determined by the Town, as a condition of employment, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check.

#### **ARTICLE 36D RESIDENCY REQUIREMENT**

The Town and the Union agree that all employees shall, within one (1) year of permanent appointment, reside within fifteen (15) miles of the limits of the Town of Ashby. Said distance shall be measured from the closest border limits of the Town of Ashby to the closest border limits of the city or town in which the respective employee lives.



**ARTICLE 38  
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 retrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

**ARTICLE 39  
STABILITY OF AGREEMENT**

**Section 1.** No agreement, understanding, alteration, amendment or variation of the terms by 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 in the Agreement, will not be considered as a waiver or relinquishment of the right to 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 40  
WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understands and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other

will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

**ARTICLE 41  
DURATION**

This Agreement will be effective from July 1, 2018, except as otherwise provided for, and will remain in full force and effect until June 30, 2021, and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than ninety (90) 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 the Town Meeting.

The Duly authorized representatives of the Town of Ashby, the public employer, and the Union for the employees of the bargaining unit described herein hereby execute this Agreement on behalf of the Town and the Employees this 18 day of Sept, 2019.

IBPO, LOCAL 385  
By: [Signature]  
Edward Moskal, IBPO  
By: [Signature]  
Erik Salo, Local President  
Dated: 9-26-19

TOWN OF ASHBY  
By: \_\_\_\_\_  
Michael McCallum, Chair  
By: [Signature]  
Janet Flinkstrom, Member  
By: [Signature]  
Scott Sweeney, Member  
Dated: \_\_\_\_\_

APPROVED FOR LEGAL FORM:  
By: [Signature]  
Sharon P. Siegel, Esq., Labor Counsel  
Dated: 10-7-19