

AGREEMENT
BETWEEN
THE TOWN OF SHIRLEY, MASSACHUSETTS
AND
LOCAL 205
MASSACHUSETTS COALITION OF POLICE
2018-2020

AGREEMENT
between
THE TOWN OF SHIRLEY
and
LOCAL205
MASSACHUSETTS COALITION OF POLICE

This AGREEMENT made this day of , by and between the TOWN OF SHIRLEY, a municipal corporation located in Middlesex County, Massachusetts (herein called the "TOWN"), and the LOCAL 205, Massachusetts Coalition Of Police (herein called the "UNION").

WHEREAS, the Town of Shirley has recognized the Union as the collective bargaining representative for the employees of the Police Department who are hereinafter referred to; and

WHEREAS, the Town and the Union have engaged in collective bargaining negotiations with respect to wages, hours and other conditions of employment.
NOW, THEREFORE, the Town and the Union agree as follows:

ARTICLE 1
DEFINITION OF BARGAINING UNIT

The term "employee" as used in the Agreement means all regular full-time employees of the Police Department of the Town in the rank of patrol officer and sergeant and does not include part-time employees, office or clerical employees, reserve officers, auxiliaries, special officers, police cadets, maintenance personnel, school crossing guards, or any other managerial employees within the meaning of Section 1, Paragraph 5, of Chapter 150E of the General Laws or any other employees of the Police Department or any other department of the Town.

ARTICLE 2
RECOGNITION

The Town recognizes the Union as the exclusive collective bargaining representative for all the employees of the Police Department of the Town as defined in Article 1, and in accordance with the certification by the Labor Relations Commission in case number MCR-2260 dated March 22, 1978.

ARTICLE 3
NON DISCRIMINATION

Section 1. Neither the Town nor the union shall discriminate against any employee because of such employee's race, color, religion, sex, age* or national origin.

Section 2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting, any labor organization.

Section 3. Neither the Town nor the union shall interfere with the right of employees to form, join or assist any employees' organization for the purpose of bargaining collectively, through representatives of their own choosing, on questions of wages, hours, and other terms and conditions of employment and to engage in lawful, concerted activities for the purpose of collective bargaining, free from interference, restraint or coercion; an employee shall have the right to refrain from any or all such activities.

Section 4. Complaints alleging discrimination against an employee because of his race, color, religion, sex, age* or national origin will be subject to the Grievance Procedure of this Agreement.

*As defined in accordance with the statutory definition of Age Discrimination.

ARTICLE 4 **RESPONSIBLE UNION- TOWN RELATIONSHIP**

Section 1. The Town and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, as well as the measures they have agreed upon to insure adherence to this purpose.

Section 2. The Town and the Union recognize the commitment of the Police Force to provide excellent police services to the citizens of the Town of Shirley, and the Town and the Union recognize that such services shall be provided to the citizens in an effective, efficient, and competent and responsible manner.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. The Town is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Board of Selectmen and Police Chief reserve and retain those rights, powers and duties it now has, may be granted or have conferred upon it by the General Laws of the Commonwealth. Except as specifically abridged or modified by a term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance-arbitration provisions of this Agreement.

Section 2. The Union agrees that the Town has complete authority over the policies and administration of the Police Department and that the Town shall have the power to take any action it deems appropriate in the management of said Department including but not limited to, the right to direct employees; to hire, promote, transfer, and assign employees; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or other legitimate reason; to maintain the efficiency of the operations; to determine the method, means and personnel by which such operations are to be conducted, including contracting out; to train and evaluate employees; to schedule and assign shifts, leaves, including vacations, days off, working hours and overtime; to make, amend and enforce such rules and regulations and operating and administrative procedures as the Town deems necessary; to take such action as the Town deems necessary, notwithstanding any provision of this Agreement, during an emergency; to establish employee classifications and to determine and interpret job descriptions; provided that such rights shall not be exercised in violation of other sections of this Agreement.

ARTICLE 6

NO-STRIKE CLAUSE

Section 1. It shall be unlawful for any Union Agent or employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services, sympathy strike, withholding of overtime services, refusal to cross a picket line, or refusal to perform in whole or in part the duties of employment, however established.

Section 2. The Town agrees that during the life of this Agreement, it will not lock out any employees covered by this Agreement.

Section 3. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, sympathy strike, withholding of overtime services, refusal to cross a picket line, or refusal to perform in whole or in part the duties of employment, however established, the Union shall take any reasonable means to induce the employee(s) to return to work.

Section 4. Employees who participate in the activity or activities set out in Section 1 and 3 herein may be disciplined or discharged as the Town, acting in its judgment, deems proper. Provided, however, that an issue of fact as to whether an individual has engaged in such activity may be subject to appeal through the State Board of Conciliation and Arbitration.

ARTICLE 7

DUES DEDUCTION

Section 1. Subject to applicable law as set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Union dues (as certified by the Union to the Town in writing) for each of its employees within the unit covered by this

Agreement who, individually, in writing on the form set forth in Section 6 of this Article, authorize such deductions. Dues shall be deducted once a month.

Section 2. By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Union together with a list of employees who have had said dues deducted.

Section 3. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article or in reliance on any assignment furnished by the Employee.

Section 4. Agency Service Fee: Although membership in the Union is not mandatory for Shirley Police Officers, benefits gained by the Union are accorded all employees represented. Therefore, all Non-Union employees must agree in writing as a condition of employment to contribute an amount equal to Agency Service Fees to the Union, which shall be proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 180, Section 17G, and Chapter 150E, Section 12 of the General Laws. Said Agency Fees shall be handled in the same manner as Union dues, described in Section 1 of this Article.

Section 5. The Employer will incur no liability for loss of dues money after the Union representative receives said money from the Town Treasurer.

Section 6. The Town agrees to make payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized in an amount as certified to the Town by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts deducted.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 1. Any dispute arising from an alleged violation of the provisions of this contract may be processed as a grievance through the procedure set forth in Section 5 of this Article, which includes binding arbitration as a final step.

Any dispute arising from conditions of employment not expressly defined in this contract may be processed as a grievance through Step 2 (Board of Selectmen) of the procedure set forth in Section 5 of this Article.

Each party recognizes the right of the other to make a reasonable investigation of the circumstances surrounding a grievance and agrees to cooperate with the other party in such investigation.

Section 2. Any incident which occurred or failed to occur which has not been submitted as a grievance to the chief within five (5) working days of its occurrence shall not be the subject of any grievance hereunder.

Section 3. A grievance shall be deemed waived and settled on the basis of the Town's answer, unless such grievance is submitted to each of the steps within the time limits provided. However, the time limits specified may be extended by agreement between the parties.

Section 4. It is the intent of both parties to resolve disputes with all reasonable dispatch in the interest of making the agreement an instrument d'harmonious relations.

Section 5. Prior to the official filing of a grievance, the grievant will make every effort to resolve it in a discussion with the immediate superior officer and the steward. If this fails, the following steps shall be followed:

Step 1. The Union shall submit the matter to the Chief within five (5) working days. The chief shall provide an answer within five (5) working days.

Step 2. If the Grievance is denied by the Police Chief, the Union shall submit the matter to the Board of Selectmen within five (5) working days of receiving the answer in Step 1. The Town shall provide an answer within thirty (30) calendar days.

Step 3. If the Union does not accept the actions of Step 2, then the union may submit, within thirty (30) calendar days of the answer in Step 2, the grievance to an arbitrator mutually agreeable to both parties, whose decision shall be final and binding. In the event that an arbitrator cannot be agreed upon, an arbitrator will be selected under the rules of the American Arbitration Association. The fees and expenses of the Arbitration shall be shared equally by the parties. The Arbitrator shall be urged to hold hearings within thirty (30) calendar days of his selection and to render a decision within thirty (30) calendar days of the hearings.

The Arbitrator must base his decision on an interpretation of the contract, and he shall have no power to add to, subtract from, or modify this Agreement and shall only interpret such items and determine such issues as may be submitted to him by the agreement of the parties, provided, however, if the parties cannot agree on what the issue is, the arbitrator may frame the issue. Grievances may be settled without precedent at any stage of this procedure until the issuance of final award by the arbitrator.

Section 6. At a disciplinary hearing held pursuant to this Article, the employer shall have the burden to prove by a preponderance of the evidence that there is just cause for disciplinary action. If the hearing officer finds that just cause exists, the disciplinary action shall stand.

ARTICLE 9

PROBATIONARY PERIOD

Section 1. Every person appointed as a patrol officer or sergeant shall serve a probationary period of one (1) year of actual service in the rank of appointment. For all officers appointed after July 1, 1990, the period of time while serving in the academy an employee shall not count towards the probationary period, but only actual service as a patrol officer.

Section 2. If a probationary employee is a new employee and is not appointed as a regular employee, then he shall not be entitled to any vacation or unused accrued sick leave. A probationary employee is entitled to holidays under Article 14.

Section 3. A probationary employee may be terminated at any time without cause at the discretion of the appointing authority, whose decision shall be final, and not subject to the provisions of Article 8 or reviewable by any other person or agency.

Section 4. If a sergeant, immediately prior to his probationary appointment, held a permanent appointment in a lower rank within the Shirley Police Department, said person shall retain that permanent rank during his probationary period. During such probationary period, he shall be considered to be on temporary leave from the lower rank to the higher rank. If he leaves the higher rank, he shall then automatically revert back to his permanent appointment at the lower rank. It is understood that temporary leave from a lower rank shall only apply to those persons who hold a permanent appointment as defined under Article 9A of the Contract.

ARTICLE 9A PERMANENT APPOINTMENT

Section 1. Upon the successful completion of a probationary period, a patrol officer, or sergeant, shall be eligible for appointment to a term of office for one (1) year. Upon the completion of the one (1) year term of office, said officer or sergeant shall be subject to and eligible for reappointment for another one (1) year term of office.

Section 2. Upon the completion of a one (1) year term of office, and a probationary period of one (1) year, said officer or sergeant shall be eligible for permanent appointment, and shall not be subject thereafter to annual reappointment.

Section 3. During a one (1) year appointment or permanent appointment, no such patrol officer or sergeant shall be reduced in rank, suspended, or discharged without just cause.

Section 4. Nothing in this Article shall limit the authority or discretion of the appointing authority to make or to select the persons for appointment or reappointment to patrol officer or sergeant. The decision of the appointing authority on appointments or reappointments shall be final, and not subject to the provisions of Article 8 or reviewable by any other person or entity.

ARTICLE 10

SENIORITY

Section 1. Seniority shall be considered the length of an employee's continuous service in his permanent classification within the Police Department of the Town of Shirley. The Chief shall establish a seniority list, which shall be brought up-to-date on or before July 31 of each year. Said list shall be posted at the station for a minimum period of thirty (30) days.

1a. Establish seniority within the rank of Sergeant based on the date of appointment to the rank of Sergeant; establish bidding of shift assignments for Sergeants in the same manner as those bid by patrol officers.

Section 2. Shift assignments will be posted in the station for at least seven (7) calendar days. Such assignments will be bid by seniority, as these assignments become available. The Chief may, for sufficient reason, refuse a requested shift assignment, or give a temporary shift assignment for a reasonable period within the department.

Establish bidding for shift assignments on July 1st and January 1st for ensuing six-month period.

Nothing in this Article shall limit the authority of the Chief of Police to place any employee who is under investigation on administrative duty or leave for the duration of the investigation.

ARTICLE 11

LAYOFF

Section 1. If the Town finds it necessary to lay off employees, the procedure set forth in this Article will apply.

Section 2. The Union shall be notified whenever possible two (2) weeks in advance of any lay off and, insofar as practicable, of the number, names, and occupational classifications of those employees who are to be laid off.

Section 3. If a lay off is necessary, employees shall be laid off in the inverse order of seniority within the department as a whole. Lay off shall be by rank. Seniority shall be defined as the length of an employee's continuous service in his permanent classification as a police officer within the Police Department of the Town of Shirley.

Section 4. The Town will give each employee who is laid off either two (2) weeks' advance notice or, in lieu of such notice, two (2) weeks' pay.

Section 5. In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he may have earned but not used at the time of the layoff. If an employee who has been laid off and who has received payment in lieu of a vacation is rehired in the same calendar year, he shall not be entitled to a vacation with pay in that calendar year.

Section 6. If an employee who is laid off and has received a termination allowance is rehired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of the layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Town through weekly payroll deductions at the rate of at least 10% of his basic weekly wage.

Section 7. In rehiring in any job classification the Town will offer re-employment to those former employees who have been laid off in that job classification in the reverse order in which said employees were laid off, provided that there shall be no obligation to offer re-employment to any employee who has been laid off more than 12 months.

Section 8. The offer of re-employment shall be sufficient if made by registered letter addressed to the laid-off employee at his last-known address as shown by the records of the Town. Any such laid-off employee must respond and be available for re-employment within two (2) weeks after the date of the offer; otherwise, the laid-off employee shall be deemed to have refused re-employment and the Town's obligation under this Article is satisfied.

Section 9. An employee recalled within twelve (12) months of his date of lay off will return to his former classification with service accrued up to the time of lay off.

ARTICLE 12 **HOURS OF WORK**

Section 1. Effective August 6, 1990, the work shift for the Police Department will be four (4) consecutive days of work, consisting of eight (8) hours each, followed by two (2) consecutive days off, except for police cadets and except for those officers assigned to administrative or investigative assignments.

The work shift in the case of police officers assigned to administrative or investigative assignments will be five (5) consecutive days of work, consisting of eight (8) hours each, followed by two consecutive days off. The shift of police cadets shall be scheduled by the Police Chief. Police officers, but not police cadets, on the 5 and 2 schedule shall receive, on an annualized basis, seventeen (17) days off as administrative leave, or if the assignment is less than a year, a pro rata share of seventeen (17) days administrative leave.

Section 2. The hourly rate for overtime purposes is determined by dividing the annual rate by 52.2 and dividing the result by 40.

Section 3. A work schedule shall be posted for each employee designating the shift assignments for each employee within the bargaining unit. Said posting shall be at least one (1) week in advance of the actual work assignments, unless emergency situations

require the Chief to change the schedule. In such cases as much advance notice as possible will be given the officers affected.

- a. Hours of Work constituting a regular schedule shall be posted in accordance with Paragraph 1.
- b. The Chief, with prior notification to the Union, may change these hours within the framework of the average 40-hour week subject to Section 1, provided that the change is not unreasonable.

Section 4: Minimum coverage shall be maintained to insure officer safety and adequate coverage. The Police Chief or his designee will determine minimum coverage per shift. For the purposes of this contract the minimum will be defined as two (2).

ARTICLE 13 OVERTIME

Section 1. Employees shall be reimbursed at one and on half (1 1/2) times their base rate for hours worked in excess of forty (40) hours.

All hours worked in excess of 8 hours in one day or in excess of 40 hours in one week shall be considered overtime and shall be paid at the rates set forth in Schedule A of this Agreement.

Section 2. An employee who is called back and reports to work after he has left his place of employment and after having completed his assigned work shift and before his next regularly-scheduled starting time, shall be paid time and one-half for all hours worked on recall. An employee so recalled shall be guaranteed a minimum of four (4) hours of pay at time and one-half. This Section shall be applicable for all court time unless said court time is during the employees regularly scheduled shift.

The guaranteed minimum hours will apply only in those situations where there is a break in continuity of hours and will not apply to overtime hours which are continuous with the employee's regularly-scheduled hours of work.

Section 3. Overtime shall be distributed on an equal opportunity basis, provided, however, such distribution shall not apply to overtime work continuing over from regular work, overtime work requiring special skills as determined by the Chief and/or overtime distributed in accordance with the provisions of section 4 below.

Records shall be kept of overtime worked. Such records shall be made available to the Union or shop steward in the event of a grievance involving the distribution of overtime.

Section 4. Distribution of Overtime. Each unit member shall have the right of first refusal on all scheduled open shifts, except in the case of an extended leave beyond seven (7) days

period due to illness, injury, or leave of any other kind, at which time the Chief may fill said shift with the bargaining unit or non-- bargaining unit personnel at his discretion,

Section 5. The Chief, in his sole discretion, may require any employee to return to duty at any time, or may hold over on duty any employee at any time.

Section 6. For the purposes of calculating overtime, employees who have scheduled their vacation and /or personal time **1 week (7 days)** in advance to the days scheduled to be off will not be penalized in the calculation of overtime.

ARTICLE 14 HOLIDAYS

Section 1. The Town recognizes the following holidays which in each instance shall be the day determined as the legal holiday:

January 1 st	
Martin Luther King's Birthday	Labor Day
Presidents Day	Columbus Day
Patriots Day	November 11 th
Memorial Day	Thanksgiving Day
July 4 th	December 25 th

Employees will receive time and one-half of the "detail rate" pay if work on one of the Standard, Family of Super Holidays defined above.

The existence of a holiday shall not effect an employee's regular work schedule, but each employee shall receive, in addition to his or her regular pay, either straight 8 hours holiday pay or the option to take one day off in the future (for the holidays listed above, to be scheduled by the Chief for each holiday regardless as to whether the holiday falls on a duty or an off duty day. Note: future days off must be used prior to June 30th of each fiscal year.

- a. Should an employee be required to work on a Holiday other than Thanksgiving Day and Christmas Day, the employee shall, in addition to their regular pay, receive an one and one-half (1 1/2) hours of pay for each hour worked, and one day off in the future for the holidays listed above.
- b. Should an employee be required to work on Thanksgiving Day and Christmas Day, the employee shall, in addition to their regular pay, receive an additional two (2) hours of pay for each hour worked, and one day off in the future.

Section 2. To be eligible for holiday pay, the employee must work his/her regularly-scheduled work day before and after the holiday. An employee previously granted time off for the days immediately before and after the day of the holiday shall be eligible for holiday pay. The Chief shall have the discretion to disapprove compensatory time off for an employee who is scheduled to work on a holiday and who fails to work on such day." Holiday pay will be granted for holiday falling during the employee's vacation.

ARTICLE 15
VACATION

Section 1. Permanent full-time employees are entitled to vacation each year. Employees who have satisfactorily completed their probationary term shall have their service computed from the day on which they started with the department.

a) Each employee shall be granted a vacation without loss of pay in accordance with the following schedule.

<u>Years of Service</u>	<u>Vacation</u>
Over 1 year	10 days
over 2 years	10 days
over 5 years	15 days
over 10 years	20 days
over 20 years	25 days

Employees with 20 years of service or more will earn 5-weeks' vacation annually.

Section 2. Insofar as possible, each employee, who has qualified shall be granted a minimum of two weeks of his earned vacation, if the employee so elects, during the period beginning June 1st and ending September 30th each year. Such vacations shall be chosen by each employee according to seniority in classification, subject to operating needs. All vacation requests will be submitted by April 1 and confirmed by April 15 each year. If the Chief cancels an employee's scheduled vacation because in the judgment of the Chief an emergency exists, then said employee shall be rescheduled after the emergency has ended for the next vacation slot notwithstanding the fact other officers may also be scheduled for leave during that period.

Section 3. During a specified vacation period, no employee shall be required to work a regular tour of duty for himself or another employee.

Section 4. An employee may elect to take his vacation a day at a time, subject to the approval of the Chief, or his designee. Such requests will not be unreasonably withheld, provided, however, the employee shall request said day of vacation leave from the Chief prior to the approval of the shift schedule by the Chief.

Section 5. An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of his own, or by entrance into the armed forces, shall be paid for any unused portion of his vacation allowance earned in the vacation year up to the last day worked on a prorated basis during which such dismissal, or entrance into the armed forces shall occur, up to the time of the employee's separation from the payroll.

Section 6. Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the estate of the deceased employee in an amount equal to the unused vacation allowance earned in the vacation year during which the employee died up to the time of separation from the payroll.

Section 7. An employee who retires will be paid for any unused vacation pay earned in the vacation year. Employees on injured-on-duty leave who retire while on such leave shall be subject to this section and shall not be paid for any vacation or holiday leave that they may not have taken during previous vacation years.

Section 8. At the Chiefs sole discretion, new officers with the approval of the Chief, who have successfully completed six (6) months of service may borrow five (5) days' vacation leave which would be due upon the completion of one year of service.

ARTICLE 16

SALARIES AND SPECIAL ALLOWANCES

Section 1. Wages for Employees hired before 5/1/2015: Effective salaries shall be set in accordance with Schedule A of this Agreement. In order to implement the salary schedule and classification plan set out in Schedule A, the Police Chief shall use and employ the police reserve force as a permanent and regular part of the police service of the Shirley Police Department to the Town.

1a. Wages for Employees hired after 5/1/2015:

For employees hired after 5/1/2015 the salaries shall be set in accordance to Schedule B of this agreement. All employees hired after this date would receive any additional pay (Longevity, Education Incentive etc.) in a lump sum, outside of their base pay as set for in the contract.

Wage and Salary Grid- through a Bi-Weekly Payroll:

- a) Each non-probationary employee as of November 1, 2017 will receive a one-time lump sum bonus of \$1,300 for Fiscal Year 2018.
- b) For Fiscal Year 2019 each officer will receive a 4% COLA.
- c) For Fiscal Year 2020 each officer will receive a 2% COLA.

Section 2. Special Details: Payment for extra paid private details shall be paid at a rate of \$55 for FY 18 and then follow the COLA increase each year after.

There is an established (4) hour minimum and additional (4) hours worked after the first (4) hours worked. After eight (8) hours worked, there is an established two (2) hour worked increments. Over eight (8) hours worked will be paid at (1 1/2) times the detail rate. All details may be cancelled two (2) hours prior to the scheduled detail start time. Details cancelled within the two (2) hour scheduled start time, shall receive the four (4) hour minimum detail rate of pay. On Sundays, Holidays and after 11pm – 7am the detail rate will be paid at (1 1/2) times the.

Water District and Sewer Details receive the special detail rate and receive a minimum of four (4) hours. After four (4) hours, a two (2) hour minimum is established.

Town Details (Town Departments) receive the 1 ½ times the officer's rate and receive a minimum of four (4) hours. After four (4), a two (2) hour minimum is established.

- a. Employees, who work detail, will be paid within 2-weeks from the submission of their timesheets to the Chief with the Town "fronting" the money.

2(a) Assignment of Special Details: The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure Public Safety. Therefore, notwithstanding any regulations or guidelines to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at any public function in Town. The Chief shall have the further discretion to determine the number of officers assigned to any such instance necessary to maintain public safety. The Town further agrees that the Chief shall exercise his discretion to require the presence of sworn police officers at a level in accordance with the practice of the parties.

Section 3. Mileage Expense: The Town shall reimburse an employee for mileage for the use of his private automobile for official business when such use is authorized and approved in advance by the Chief, at the rate of reimbursement for Town Employees, except there shall be no reimbursement for mileage to Ayer District Court. The Town shall reimburse an employee for parking expense on such use in an amount not to exceed five dollars (\$5.00) per day.

Section 4. Temporary Promotion: Any employee assigned to a higher position shall receive the next higher rate above his current pay in the grade he is filling, beginning with the second day.

Section 5. Uniform Allowances:

1. With prior approval of the Chief or his designee, the Department will make payment of bills for all prescribed uniform items, and equipment related to the duties of the officer, as well as law books and books for promotional examinations, with a maximum annual budget, per officer covered by this Agreement as follows

FY 18	FY19	FY20
\$ 1,166.00	\$ 1,332.00	\$ 1,500.00

2. Upon initial employment, each unit member shall be provided with prescribed uniform of the department, according to their rank classification.
 - a. The Town agrees to provide unit members a bulletproof vest. Such vest will be purchased under the following conditions.

1. The Style and type are approved by the Chief of Police.
Upon purchase, the wearing of such vest shall be a requirement of such personnel during their patrol shifts.

All equipment and clothing issued by the Shirley Police Department shall be the property of the Shirley Police Department and shall be returned to the Town upon termination of employment for any reason. Failure to return such items may, at the discretion of the Chief, result in the terminating employee being responsible for repayment, at the original value, for all such uniforms and equipment to the Town.

All equipment and clothing issued by the Shirley Police Department shall be kept clean and well maintained. The Town will replace or repair any required uniform or Town issued property which is destroyed in the line of duty. Unit members are responsible for all uniform and equipment maintenance, their clothing allowance will be utilized to replace clothing and equipment that are worn out.

The Chief of Police has the sole discretion as to the type of uniform and equipment to be issued to all member of the Police Department. All purchases that are being paid with each individual officer's clothing allowance will be approved prior to the purchase by the Chief of Police.

Section 6. Department Property Issue: Employees shall be issued by the Chief non-personal police property items. Such items shall be the property of the Town and not the officer. The Town shall replace such items after reasonable wear and tear upon presentation of the original item to the Chief. The specifications for and the use of such items shall be determined by the Chief. Employees who have previously purchased such items shall not be reimbursed for such items, but shall be eligible for future issue of such items to them, when their item needs to be replaced.

Section 7. Protective vests issued to Members of the Bargaining Unit will be replaced as needed or every five years whichever comes first.

Section 8. Shift Differential.

1. For FY2015: An officer who works 3-11 shifts shall receive a 2% shift differential increase based upon their current base rate of pay. An officer who works the 11-7 shift shall receive a 4% shift differential increase based upon their current rate of pay.
2. For FY2016: An officer who works 3-11 shifts shall receive a 2.5% shift differential increase based upon their current base rate of pay. An officer who works the 11-7 shift shall receive a 4.5% shift differential increase based upon their current rate of pay.
3. For FY2017: An officer who works 3-11 shifts shall receive a 2.75% shift differential increase based upon their current base rate of pay. An officer who works the 11-7 shift shall receive a 4.75% shift differential increase based upon their current rate of pay.

 Section 9: Narcotics Stipend 

1. Beginning in Fiscal Year 2020 of this contract each officer will receive a lump sum payment of \$500 on July 1st.

ARTICLE 16A **LONGEVITY PAY**

Section 1., Longevity Pay for Members of the Union shall become part of their annual base rate. For reference purposes the following Longevity Pay is included in the annual base rate set forth in Schedule A of this Agreement, see article 16 1(a) for those hired after 5/01/2015.

<u>Years of Service</u>	<u>Annual Longevity</u>
<u>5</u>	<u>\$500</u>
<u>10</u>	<u>\$750</u>
<u>15</u>	<u>\$1,000</u>
<u>20</u>	<u>\$1250</u>
<u>25</u>	<u>\$1,500</u>

ARTICLE 16B **EDUCATIONAL INCENTIVE**

Section 1 , the Educational Incentive for Members of the Union shall become part of their annual base rate. For reference purposes the following Educational Incentive is included in the annual base rate set forth in Schedule A of this agreement: see article 16 1(a) for those hired after 5/01/2015.

FY18 and FY 19:

Associates Degree	\$300
Bachelor's Degree	\$750
Master's Degree	\$1,000

FY20

Associates Degree	\$800
Bachelor's Degree	\$1,250
Master's Degree	\$1,500

The Town and the Union acknowledge that this increase will bridge to the next three year contract, to provide a further increase of no less than \$500.

Section 2. E.M.T. Stipend: Any employee of the Union who is a certified EMT as of the effective date of this agreement shall receive an annual stipend of \$250 the first pay period that includes July, provided that such certification remains in good standing on the date of payment."

ARTICLE 17 **SAFETY AND HEALTH**

Section 1. The Town will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.

Section 2. Safety is a concern to the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees, and the general public.

Section 3. To achieve the above principles, the Town and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles. The Committee shall consist of not more than one representative each from the Town and the Union. This Committee shall meet from time to time as required. Discuss

Section 4. In the event that a recommendation of the Safety Committee is not accepted by the Chief with reasonable promptness, the issue may be referred to the Board of Selectmen for a final decision.

Section 5. Night club and bar room details involving in excess of 300 patrons will require the presence of two officers on detail duty.

ARTICLE 18 **MISCELLANEOUS**

Section 1. Federal and State Laws: In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

Section 2. Amendments: Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract represents the full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties.

Neither party shall be obligated or required to negotiate over any item or article of this Agreement.

Section 3. Group Insurance: The Town shall pay for the following insurance for all regular employees covered under this contract as follows:

- a. One hundred percent (100%) on a Ten Thousand Dollar (\$10,000) term Life Insurance Policy, provided that paid regular employees are able to pass a physical examination as required by the insurance company and said policy of insurance can be issued at standard rates for a police officer.
- b. One hundred percent (100%) for insurance premiums for a Malpractice Insurance Policy covering all Licensed EMT's who are members of the bargaining unit while in the performance of ambulance duties. In the event that coverage is for any reason canceled, Bargaining Unit employees will not be required to perform ambulance duties.
- c. Health Insurance Contribution and Insurance Co-Pay: Members of the bargaining unit agree to maintain the Health Insurance Contribution Percentage and Co-Pay that is consistent with all other union and non-union employees of the Town. Changes to the Contribution Percentage and the Insurance Co-Pay can only be made through unanimous consent of the Insurance Advisory Board. The bargaining unit agrees to appoint one full-time employee to represent the bargaining unit on the Insurance Advisory Committee. *The Town will contribute 75% (seventy-five percent) of the employees' health insurance premiums and the employees shall contribute 25% (twenty-five percent).*

Section 4. Outside Employment The parties will cooperate in adhering to the principle that outside employment or police-paid details will not interfere with the performance of regular duties. The Chief shall have final decision in approving the appropriateness of such employment.

Section 5. Bulletin Board:

- a. Space shall be provided in the Guard Room for a MASSACHUSETTS COALITION OF POLICE Bulletin Board of reasonable size to be supplied by the Town for the posting of announcements relating to MASSACHUSETTS COALITION OF POLICE business.
- b. The Town shall supply the station house with a complete set of Massachusetts General Laws Annotated. Each permanent officer shall be provided with a copy of the Rules and Regulations for the Government of the Police Department, the By-Laws of the Town and the Traffic Rules and Orders as amended.

Section 6. Employee Records: An employee may review at reasonable times his or her own personnel records. Upon the employee's specific written request, such personnel records may be reviewed by a Union representative.

Section 7. Departmental Rules and Regulations: Attached hereto, for reference purposes, are general duties and responsibilities describing the prevalent positions in the Department. These duties and responsibilities are for guideline purposes only and are not intended to be

all-inclusive nor limiting to the functions to be performed for the efficient and effective operation of the Department.

Section 8. The Town reserves the right to require annual physical and/or psychological/psychiatric examinations on members of the Bargaining Unit at the expense of the Town on an annual basis and/or when deemed necessary by the Chief of Police. Failure of the Town to exercise its right will not constitute a Waiver of the Section.

Section 10. Use of Exercise Equipment while on Duty: Whenever there are 3 or more Union officers on duty, one such on-duty officer at a time shall be permitted to utilize the exercise equipment provided at the station, other duties permitting.

Section 11. No Smoking: An officer, as a condition of employment, shall not smoke while on duty.

Section 12. Firearms Proficiency: Officers shall meet such reasonable firearms proficiency and marksmanship standards as may be established by the Chief of Police. Such standards shall be a condition of employment, and failure to meet the standards shall be just cause under Article 5; provided however, all officers shall have an adequate opportunity for prior training or retraining prior to any final firearm proficiency test. If the Criminal Justice Training Council Fire Arms Proficiency Standards are available, the Chief will apply those Standards under this Article.

Section12. Maternity Leave

ARTICLE 18A LEAVES

Section 1. Time Off for Union Business: One employee designated by the Union will be granted the necessary time off to carry out the business of the Union, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay but shall be considered as time worked for the purpose of determining step rates, if any, and other benefits. No Union representative shall suffer a loss in pay while attending any joint Union-Town meeting or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time.

Section 2. Leaves of Absence: Leaves of absence may be granted, without compensation, by the Chief of Police with the approval of the appointing authority.

Section 3. Sick Leave: All employees shall be eligible on the following basis:

<u>Time Period</u>	<u>Sick Leave</u>
Beginning 3 months- 1 year	12 days per year
1 year+ over	12 days per year

Such leave may be accumulated up to a total of One Hundred and thirty (130) days. No more than sixty-one (61) sick leave days may be use during consecutive period.

Section 4. Bereavement Leave: Paid leave shall be granted by the Chief, provided that his absence does not extend beyond the day of the funeral.

- a. Up to three days paid leave for the death of the employee's father, mother, child, spouse, brother, sister, parent-in-law, domestic partner, including step family, grandparents, and relatives live in the home.
- b. Up to one day for the death of a grandparent, aunt, uncle, niece, nephew or cousin.

Section 5. Employees shall be granted one (1) day off with pay for a birth in the immediate family occurring during the day of the employee's tour of duty.

Section 6. One MASSACHUSETTS COALITION OF POLICE Officer or one Representative shall be granted leave of absence, with no loss of any benefits, if they so request, to attend meetings of the Selectmen, the General Court or other public bodies in matters pertaining to the local Police Department, subject to the needs of the Department as determined by the Chief, or, if they so request, to attend grievance meetings between the parties.

Section 7. Personal Leave: The Chief shall grant, if requested by eligible employees, personal leave days in accordance with the following conditions:

- a. Every member of the bargaining unit will granted three (3) days of personal leave each fiscal year.
- b. Scheduling of personal leave shall be subject to the operating needs of the department, as determined by the Chief.
- c. Personal leave shall be taken only one (1) day at a time and not consecutively.
- d. Personal leave not used during the fiscal year shall be lost and shall not be accumulated.
- e. Personal leave shall not be used the day before or after a legal holiday.
- f. Personal leave shall not be added to an eligible employee's vacation allowance.
- g. Except in case of emergencies, personal leave shall be requested by an eligible employee as much in advance of the leave as possible, but with no less than (3) days advance notice.

Section 8. Injured-on-Duty Leave: Subject to any collective bargaining agreements of the Union and the Town, police officers shall be eligible for injured-on- duty leave in accordance with the provisions of Chapter 41, Section 111F of the General Laws.

Section 9. An employee of the Union who serves in the military reserves will be provided a leave of absence as required by federal law. It is the employee's responsibility to notify the Chief of Police of the date he/she is leaving for military service, and to provide written proof from the military indicating the date of departure and the length of service required. An employee on military reserve leave shall be paid the difference between the compensation rate paid the employee by the Town and by the military if his/her military reserve pay is less than his/her base compensation Town rate, up to seventeen (17) days per year.

Section 10. FMLA and SNLA.

a) Family and Medical Leave Act. Each employee who has completed the probationary period shall be granted leave in accordance with the terms of the Family and Medical Leave Act. The provisions of the Family and Medical Leave Act and this Article are coextensive. Except to the extent that the terms of the Family and Medical Leave Act provide greater protections and/or benefits than the provisions of this Article, the provisions of this Article shall control. Notwithstanding the foregoing, "spouse" as defined in the Family and Medical Leave Act shall be defined for the purposes of this Article to include the same-sex domestic partner of an employee.

b) Massachusetts Small Necessities Leave Act. Each employee who has completed the probationary period shall be granted leave in accordance with the terms of the Massachusetts Small Necessities Leave Act. Employees shall be paid for such time by use of their personal days under Article, if any, and then by use of their vacation days, if any, under Article, unless the employee's accumulated unused vacation leave is less than one week, in which case leave under this Article shall be paid out of vacation days only at the employee's option. Otherwise, leave taken under this Article shall be unpaid.

ARTICLE 18B
LIGHT DUTY

Section 1. Subject to the conditions set forth in this Article, the Police Chief may require an employee who has been on Injured On Duty (IOD) status for more than five (5) days and who is not hospitalized, to perform light duty, provided: that the employee is not taking medication which would impair his or her performance; that the Town is not contesting the employee's IOD status; that the employee does not have a retirement petition pending before the Retirement Board; and that the Police Chief has determined that there is suitable full-time law enforcement or administrative work available for which the employee is qualified, including but not limited to, staffing the front desk for the purpose of keeping the Station open in the evening hours. Discuss

Light duty may be required only if the employee's physician or the Town's physician finds that the employee is fit to perform such duty. If the employee's physician and the Town's physician disagree as to fitness for duty, the two physicians shall designate a third physician who, at the expense of the Town, shall determine the employee's fitness for light duty, and such determination shall be binding on all parties and not subject to Article 8 of this Agreement.

Section 2. The Police Chief shall assign an employee on light duty only to such tasks which the relevant physician approves as being medically appropriate for the employee's injury and condition.

Section 3. 

ARTICLE 18C **IOD LEAVE**

An officer on Injured on Duty Leave (IOD) shall not earn vacation and sick leave during that time, except that an officer who is on IOD for less than thirty (30) calendar days during a calendar year shall be eligible to earn vacation and sick leave during that time. If an officer is on IOD for more than thirty (30) calendar days during any calendar year, then he or she shall earn vacation leave and sick leave for that calendar year in proportion to the number of days the officer actually worked during that calendar year.

ARTICLE 18D **SICK LEAVE LIGHT DUTY**

Section 1. Subject to the conditions set forth in this Article, the Police Chief may authorize an employee who has been on sick leave for more than five (5) days and who is not hospitalized, to perform light duty, provided: that the employee has exhausted all accumulated sick leave; that the employee requests such light duty; that the employee is not taking medication which would impair his or her performance; that the Town is not contesting the employee's sick leave status; that the employee does not have a retirement petition pending before the Retirement Board; and that the Police Chief, solely in his discretion, has determined that there is suitable full-time law enforcement or administrative work available for which the employee is qualified, including but not limited to, staffing the front desk for the purpose of keeping the Station open in the evening hours.

Section 2. The Police Chief shall assign such an employee only to such tasks which the relevant physician approves as being medically appropriate for the employee's condition.

ARTICLE 18E **SICK LEAVE BANK**

This section was adopted through an MOU approved on September 11, 2017. This MOU is attached in Appendix.

ARTICLE 18F
HEALTH PAY INCENTIVE

Section 1. Members shall receive a Health Pay Incentive for those individuals who do not use earned sick time during the course of the prior fiscal year at the following rates:

- | | |
|----------------------------------------------------------|-----------------|
| a. <u>No sick days used in the prior fiscal year</u> | <u>\$100.00</u> |
| b. <u>One (1) sick day used in the prior fiscal year</u> | <u>\$75.00</u> |
| c. <u>Two(2) sick days used in the prior fiscal year</u> | <u>\$50.00</u> |

ARTICLE 18G
SICK PAY UPON
RETIREMENT OR RESIGNATION

Section 1. Upon retirement or resignation, the Members leaving in good standing shall receive a bonus at the rate of ten dollars (\$10.00) per day up to a maximum of \$1,000 for all accrued but unused sick leave, the amount to be paid to be calculated as of the date of retirement or resignation and paid within thirty (30) days thereafter.

ARTICLE 19
STABILITY OF AGREEMENT

Section 1. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Department. In the event any mandatory statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute(s) to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute, the provisions of this Agreement shall prevail to the extent permitted by law.

Section 3. The Town agrees that all rights and privileges previously granted to the employees by law, rule or regulation or in writing by the Chief or the Board of Selectmen, will remain in effect unless abridged or modified by this Agreement.

Section 4. In the event that any mandatory state or federal law shall be enacted after the effective date of this Agreement which materially changes the obligations of either party

hereto, the affected party shall have the option to reopen negotiations for the purpose of adjusting same.

ARTICLE 20

IN-SERVICE TRAINING

Section 1. The Department will include in its annual budget sufficient funds to furnish in-service training for Department employees during the term of this Agreement as approved by the Board of Selectmen. Nothing in this section shall limit training leave. The parties agree there is no payment of overtime for employees on training leave.

ARTICLE 21

EDUCATION REIMBURSEMENT

Section 1. All full-time police officers shall be reimbursed for 50% of the cost of college tuition, reasonable fees, and books subject to the program's maximum annual funding by the Town of \$2,500 per contract year.

Section 2. Said officers shall submit a request, prior to enrolling in a course, to the Chief of Police, who shall have discretion to approve whether said course is job related or is part of a degree program in law enforcement.

Section 3. The course shall be from an accredited college. The course must be part of a degree program in law enforcement or a related field, as determined by the Chief.

Section 4. Reimbursement will cover no more than two courses per regular semester.

Section 5. In order to qualify for such reimbursement, said officer must receive a "C" or better if an undergraduate student, and a "B" or better if a graduate student.

Section 6. To be eligible for reimbursement, said officer must be in a pay status and agree to work in the employ of the Shirley Police Department for one year after completion of all the course requirements for which reimbursement was received from the Town.

Section 7. If the employment of the officer by the Town is terminated other than by death or retirement, said officer shall pay to the Town's Police Education Fund all tuition and fee assistance received by said officer from the Town during the period of two years prior to the date of termination of employment; provided, however, this section shall not apply to police officers who accept employment as police officers in a higher rank for another public employer in Massachusetts.

ARTICLE 22
APPOINTMENT OF SERGEANT

Section 1. If the Town determines to make a permanent appointment to a permanent appointment to a vacancy in the ranks of sergeant, the Town shall post a notice of said vacancy for three (3) weeks. It shall be requirements that any applicant must have one hundred twenty (120) colleges and/or the equivalent in police experience. Two (2) years of police experience is deemed to be the equivalent of thirty (30) college credits for the purposes of this article. The Town shall follow the procedures set forth in this Article in making such appointments:

Sergeant

1. Any member of the bargaining unit with more than three years of actual service in the rank of patrol officer may apply for the position of sergeant. Nothing in this Agreement shall act so as to limit the right of the Appointing Authority at its sole discretion to open up application for the position of sergeant to non-bargaining unit members, including but limited to persons who are not residents of the Town of Shirley. If all other factors are equal, preference in filling such vacancies will be given to members of the Bargaining Unit.
2. After the closing of the application period, the Town shall schedule a written examination for all the applicants who meet the qualifications of paragraph 1. Said written examination shall be constructed by or shall be obtained from an independent person or entity.
3. Any applicant passing the written examination shall be placed by the Town on a list of persons eligible to be considered for recommendation for promotion by an interview panel.
4. All such persons shall then be scheduled for an oral interview to be conducted by a 3-member panel appointed by the Town. The Chairman of the panel shall be the Police Chief or his designee. The other two members of the panel must not be employed by the Police Department and one of these two also must not be employed by any other agency of the Town or connected with the appointing authority.
5. The interview panel shall interview all members on the eligible list and shall recommend a candidate list of three candidates to the appointing authority for consideration of appointment to the rank of sergeant. The three candidates recommend to the appointing authority shall be recommended as a group and not by order or preference.
6. The appointing authority shall select among the three candidates recommended to them the person of the office of sergeant. The decision of the appointing authority shall be final, and not subject to the provisions of Article 8 or reviewable by any other person or agency. The appointing authority shall have the absolute discretion to make the selection among the three candidates. They may confer with the Police Chief regarding their selection.
7. If there is not more than one applicant for the position, the appointing authority may waive the written examination. If there are not sufficient eligible persons to recommend three candidates for selection by the appointing authority, the appointing authority at its discretion may waive this requirement and appoint from the list of less than three.

<u>Appendix B</u>	New Officer	FY 18	FY19	FY 20
Officer	Base Rate			
	Annual	\$43,642.62	\$45,393.12	\$46,290.96
	Weekly (40hrs)	\$836.07	\$869.60	\$886.80
	Time and 1/2	\$31.35	\$32.64	\$33.26
	Straight Time	\$20.90	\$21.74	\$22.17
New Sergeant				
Sergeant	Base Rate			
	Annual	\$51,761.52	\$53,828.64	\$54,914.40
	Weekly (40hrs)	\$991.60	\$1,031.20	\$1,052.00
	Time and 1/2	\$37.19	\$38.66	\$39.49
	Straight Time	\$24.79	\$25.78	\$26.30

ARTICLE 18E
SICK LEAVE BANK

Section 1. A Sick Leave Bank Program will be established and maintained for utilization by qualified Police Department Union Employees whose sick leave accumulation is exhausted through either illness or accident and who requires additional leave to make full recovery or to qualify for Long-Term Disability benefits. Police Department Employees may donate up to one week or more per fiscal year to the Sick Leave Bank.

Effective July 1, 2017, the Sick Leave Bank shall be made available to FULLTIME employees of the bargaining unit with serious illness or injury to include immediate family members and "family" agreed upon by the Sick Bank Committee who need and merit additional sick leave. Employees who have exhausted their current and accumulated sick time may withdraw days from the Sick Leave Bank.

Section 2. The benefit of the Program shall only be exhausted to a Union Employee who has exhausted his entire personal, sick, and vacation leave, both annually and accumulated. However, in any case, a Union Member may not exceed 13 weeks consecutively in earned sick leave and Program shifts.

Section 3. This Program shall be administered by a Sick Leave Bank Committee consisting of four (4) members: two members designated by the Union, the Police Chief, and a member of the Board of Selectmen or their designee.

Section 4. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as the need for, and anticipated extent of, extended recovery time from an illness or accident while on and or off duty.

Section 5. Application for benefits may be made prior to the Member's exhaustion of his/her own personal, sick, and vacation leave, in order to maintain continuity of benefits, but the use of the Bank will not actually commence until after the Member own leave days are exhausted and adequate medical notification has been provided.

Section 6. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine eligibility for the utilization of the Program and the amount of leave to be granted. The decision of the Program Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

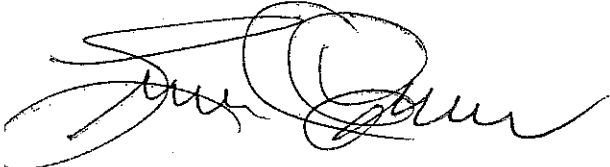

Section 7. Upon return from sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with provisions of this Agreement and on the same basis as other Union Members.

Section 8. An officer who gives birth to or adopts a child may use any accumulated sick leave as paid up to a total of twenty eight (28) sick leave days for a birth of a child and up to five (5) sick

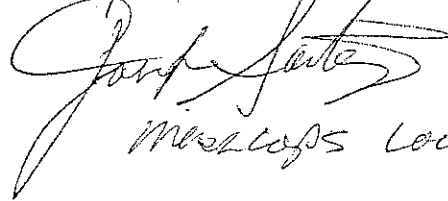
days for an adoption of a child. An employee whose spouse gives birth may use ten (10) sick leave within ten (10) days of the birth.

Section 9. . The Sick Leave Bank can be rolled over into the next fiscal year, but cannot exceed 70 days; 70 days is the cap.

9/11/17

9/12/17

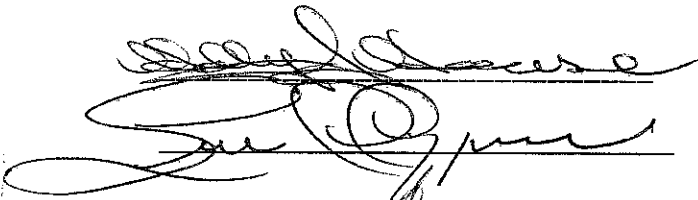

Mascops Local 205

ARTICLE 23
TERM OF AGREEMENT

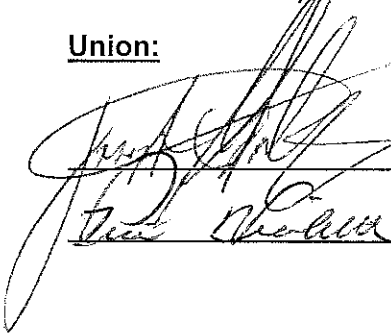
This Agreement shall be effective _____ and expire on June 30, 2020.

Date: 9/18/17

Town:



Union:

 9/21/17
_____ 9-19-17

