

AGREEMENT

Between the

TOWN OF ASHLAND

and the

ASHLAND POLICE UNION

July 1, 2021 – June 30, 2024

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PREAMBLE

This AGREEMENT made and entered into this 28th day of February 2022, and any such other agreement entered into to supplement or amend this Agreement, by and between the Town of Ashland, hereinafter called the "Town", acting by and through its Board of Selectmen and its Town Manager, and the Ashland Police Association, hereinafter called the "Union".

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department of the Town require that an orderly and constructive relationship be maintained between the parties, and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and of police administration, and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

ARTICLE I

Persons Covered By This Agreement

The Town recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, for all police sergeants, regular police officers, permanent intermittent police officers, incumbent matrons, and incumbent traffic supervisors only, employed by the Ashland Police Department, but excluding the Chief of Police and all other employees of the Town¹.

ARTICLE IA

Definitions

1. Employee – The term "employee" as used in this Agreement shall, except as hereinafter provided, mean each permanent full-time police officer of the police department of the Town, but shall not include the Police Chief, herein referred to as the "Chief", or any lieutenant of the police department; nor shall it include any board or commission or commissioner which may be hereafter established as part of the organization of the police department or any larger department of which said police department may be a part; nor shall it include any other employee of the Town regardless of department or status whether full-time, part-time, provisional or any other classification of such employee.

¹ Matrons and traffic supervisors appointed after July 1, 2000 are not members of this bargaining unit.

2. Chief – The term “Chief” as used in this Agreement shall mean the Chief of the Ashland Police Department or the Chief’s designee. Said designee shall be an employee of the police department.
3. Grievance – The term “grievance” as used in this Agreement shall mean a dispute between the Union and the Town, or between an employee and the Town, as to the rights of the parties under this Agreement.
4. Union grievance committee – The term “Union Grievance Committee” as used in this Agreement shall mean the person or persons, but not more than three (3), as shall be so designated from time to time by the Union.
5. Probationary employee – The term “probationary employee” as used in this Agreement shall mean and include any employee who has completed less than one (1) year of service as a sworn full-time permanent police officer with the Town.
6. Continuous service – The term “continuous service” as used in this Agreement shall mean employment by the Town without a break in employment.
7. Rates – The terms “base hourly rate”, “regular hourly rate”, “straight time rate”, or the “regular rate” as used in this Agreement shall mean the base hourly rate of the employee exclusive of shift differential.
8. Overtime rate – The term “overtime rate” as used in this Agreement shall mean one and one-half (1 ½) times the base hourly rate. The overtime rate thus calculated shall apply to all hours in excess of the regularly scheduled work week.

ARTICLE II

Non-Discrimination

The Town and the Union mutually agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, handicap or disabilities or membership or non-membership in the Union.

As of July 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Town shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE III
Employee's Rights and Representation

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the union in the capacity of a Union officer or representative or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Police Department, to the Town Meeting, and to members of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement on condition the Union shall at all times be the duly recognized and legal representative of the Police Department personnel described in Article 1 of this Agreement. Further, no official, representative, agent or employee of the Town shall:

- A. Interfere with, restrain, or coerce any employees in the exercise of their right to join or refrain from joining the Union;
- B. Interfere with the formation, existence, operations, administration, or negotiations of the Union;
- C. Discriminate in regard to employment or conditions of employment or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement;
- D. Discriminate against any employee because he has given testimony or take part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his own behalf;
- E. Refuse to meeting, negotiate or confer on matters with officers or representatives of the Union.

Section 2. Union officers, representatives, or grievance committee members, not to exceed three (3), shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and to participate in any grievance step as described in Article XIV hereof, or in arbitration procedures consequent thereupon. Such officers, representatives or grievance committee members who work with any night platoon shall have their hours and schedule of work adjusted accordingly to effectuate the purposes of this Section.

Section 3. Union officers, representatives, or grievance committee members shall be permitted to discuss official Union business with employees during work hours provided such discussion does not interfere with police business and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

Section 4. Union officers, representatives, or grievance committee members, up to a maximum of three (3), in any one (1) instance, shall be granted leave of absence, without loss of pay or benefits, if they so request to attend meetings of the Board of Selectmen, the Town Meeting or to discuss matters relative to collective bargaining, subject to the reasonable discretion of the Chief of Police.

ARTICLE IV
Management Rights

Subject to this Agreement and applicable law, the Town reserves and retains its regular and customary rights in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: require overtime; change process; assign work and work to be performed; hire; establish reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in law enforcement skills; to lay off employees in accordance with Chapter 31 of the Massachusetts General Laws; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless and express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Police Chief, retains all the rights and prerogatives it had prior to signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives enumerated in this Agreement, pursuant to applicable provisions of law. The failure to exercise any right shall not be deemed a waiver.

ARTICLE V
Discipline and Discharge

No employee will be suspended, demoted, subject to punishment duty or discharged except for just cause.

The Chief will promulgate procedures for handling disciplinary matters subject to the above standards, and will seek input from the Union concerning any changes to procedures prior to issuance.

ARTICLE VI
Stability of Agreement

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall be binding on the parties unless made and executed in writing by the parties.

Section 2. The failure of the Town or the Union to insist, in any situation, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or provision, and the obligation of the Town and the Union for such future performance shall continue in full force and effect.

ARTICLE VII
Court Time

Section 1. An employee on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity for or on behalf of the Commonwealth or the Town in a criminal matter in any court of the Commonwealth, or before any Grand Jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at a criminal pretrial court conference or any other related hearing or proceeding, or who is required or requested by any city, county, town state or federal government or any subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division, authority, tribunal or official of the state or Federal Government, or subdivision or agency of either of such governments, or who attends as a witness or in other capacity for or on behalf of the government of the United States, the Commonwealth, or the Town in a criminal or other matter pending in a Federal District Court, or before a Federal Grand Jury Proceeding, or a United States Commissioner, or in conference with a United State Attorney or Assistant United States Attorney, or at any Federal Court pretrial conference or any other related hearing or proceeding shall be entitled to, and shall receive, overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event shall compensation be less than three (3) hours, such pay on an overtime service basis; provided, however, that if he/she so attends or appears, during any one day, on more than one such occasion, he/she shall be entitled to such additional pay from the time of first such attendance or appearance on such day to the time of last such attendance or appearance on such day, provided further, that if any such occasion occurs on a holiday which falls on an employee's day off, or vacation, the employee shall receive the additional pay due or provided for under the holiday and vacation provisions of this Agreement.

Section 2. In the event an officer is named in an action or called by the Town as a witness in an action arising out of or relating to his or her employment with the Town, the officer will be compensated for time spent in these matters, at time and one half.

ARTICLE VIII
Holidays

Section 1. The following days shall be considered holidays for the purposes of this Article:

- January first (New Year's Day)
- January fifteenth (Martin Luther King Day)
- Third Monday in February (Washington's Birthday)
- Third Monday in April (Patriot's Day)
- Last Monday in May (Memorial Day)
- June nineteenth (Juneteenth)
- July fourth (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November eleventh (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- December twenty-fifth (Christmas Day)

For those employees working a four-and-two schedule and entitled to the holiday pay provisions of Section 2 of this Article, the holidays shall be celebrated on the days enumerated above. For all other employees covered by this Agreement, the holidays shall be celebrated on the days enumerated above unless such day shall fall on a Saturday or Sunday, in which case the holiday shall be celebrated on the following Monday.

For the purposes of this Article, a holiday is a twenty-four (24) hour period commencing with the beginning of the shift whose starting time is closest to midnight at the start of the enumerated day.

Section 2. Permanent full-time employees holding the rank of Police Officer or Sergeant and working a four-and-two shift as defined in Article IX of this Agreement shall be entitled to receive an additional day's pay for each of the holidays enumerated in Section 1 of this Article, regardless of whether the employee is scheduled to work on that day. Employees who are on paid, in-service injured leave shall be entitled to the benefits of this section provided that their leave has not continued for more than twelve (12) consecutive months. All other employees shall be entitled to receive a day off with pay on the days enumerated in Section 1 above. Those entitled to the compensation benefits of this section shall be paid on the basis of one-fifth (1/5) of their regular weekly compensation for each enumerated holiday.

Employees who are entitled to additional holiday pay as provided in the first paragraph of this section shall be entitled to additional compensation equal to one-tenth (1/10) of their regular weekly compensation when such employees work a scheduled shift on any of the holidays so enumerated.

All other employees who are called to work on any of the holidays enumerated in Section 1 of this Article shall be considered to be working outside of their normally scheduled tour of duty and shall be compensated according to the appropriate provisions of Article IX of this Agreement.

Notwithstanding any other provision of the collective bargaining agreement, when an officer is permanently assigned to the split shift (two 11 to 7s and two 3 to 11s) and the officer works two regularly schedule shifts within the 24 hour holiday period described in Article VIII, Section 1, the officer shall be compensated for two (2) holidays as described in Article VIII, Section 2.

Section 3. Holiday compensation owed under the provisions of this Article shall be paid in the bi-weekly paycheck for the week in which it occurs.

ARTICLE IX

Hours of Work and Overtime

Section 1. The regular work-week for permanent, full-time employees holding the rank of Sergeant or Police Officer shall be four (4) consecutive days on duty followed by two (2) consecutive days off. Each work shift shall consist of an eight (8) hour tour of duty. For payroll purposes, a work week shall be defined as the calendar week beginning on Sunday and ending on Saturday. Wages shall be paid on a bi-weekly basis. (4 & 2 schedule)

Specialty assignments which are assigned to Officers on a full-time basis may include, but are not limited to, the following positions in the police department:

- A. Detective
- B. Sergeant Division Commander
- C. Training Officer
- D. Dare/Juvenile/School Resource Officer
- E. School Resource/Community Relations/Juvenile Officer
- F. K9 Officer
- G. Detective Sergeant
- H. Other positions deemed appropriate by the Chief of Police.

Officers who are assigned specialty assignment on a full basis may be assigned to work a 5 days on, 2 days off schedule (5 & 2 schedule), Monday through Friday, during hours deemed appropriate by the Chief and/or the duties deemed appropriate to each Officer's area of specialty assignment. Specialty assignment Officers work schedule shall remain flexible as required by the Chief to carry out the duties associated with the assignment.

Officers who are assigned a specialty assignment on a full-time basis shall receive seventeen (17) days off per year as additional compensation for working a 5 & 2 schedule. Specialty assignment Officers may request 8½ days off for every six months so assigned. All 5 & 2 Schedule Officer's requests for time off shall be made on an approved department form and approved by the OIC or the Chief in advance of the time to be taken. No carry over will be permitted from one six month period to another of the 5 & 2 schedule. Any unused 5 & 2 schedule days shall be forfeited after July 1st and January 1st of each year.

Part-time employees shall be excluded from the 4 & 2 work schedule set forth in this section.

Section 1A. Open shifts shall be filled with personnel holding similar positions, ranks and/or duties first with those personnel having the first right of refusal.

Sergeant shifts shall be first filled with sergeants and if no sergeants are available, the open sergeant's shifts may then be filled with patrol officers.

Patrol officer shifts shall first be filled with patrol officers, and if no patrol officers are available, sergeants may then work the open shifts. If no regular full-time officer is available to work the open patrol officer shift, the open shift may then be filled with part-time officers.

For clarification purposes, full-time Specialty Assignment Officers, including but not limited to Detective, School Resource Officer, Dare Officer, Training Officer and Prosecutor shall be considered patrol officers for the purpose of eligibility to work open patrol officer and/or sergeant shifts.

Section 2. All assigned, authorized, and approved service outside of an employee's regularly scheduled tour of duty or work shift, work week, or hours of work shall be deemed overtime work and shall be paid at the overtime rates defined in Section 3 of this Article. By way of illustration, overtime work shall include time worked during an employee's scheduled day off, during an employee's schedule vacation, on a holiday where the employee performing the work is not entitled to the holiday pay benefits of Article VIII of this Agreement, and any hours before or after a normally scheduled work shift or tour of duty where the total time worked is longer than the

scheduled shift and is continuous and unbroken. All employees covered by this Agreement shall be entitled to overtime as defined in this section, except matrons, who shall be limited to overtime compensation for continuous work in excess of eight (8) hours.

An employee who has left his normal duty station or his last duty assignment after having completed his regular work shift or tour of duty and is subsequently recalled to any authorized duty, or who is recalled to any authorized duty during the course of a scheduled day off or vacation day, and who reports for such duty, shall be entitled to be paid on an overtime basis for all hours worked on such duty. Such employee shall be entitled to a minimum of four (4) hours overtime pay, regardless of the actual time worked. Officers serving as Youth Officers or Fingerprint and Photography Officers shall not be entitled to recall pay when called in to perform the duties associated with those specialties, for which they are otherwise compensated. Such officers shall be entitled to recall compensation when called in for any other duties. Services performed on details for which compensation as defined in Article XII of this Agreement is paid shall not be considered as overtime under this Article, any other language notwithstanding. Sick leave granted under provisions of Article XVI shall be considered time worked for overtime purposes. A work shift or tour of duty performed by an employee outside of his normal schedule in lieu of regularly scheduled shift or tour of duty shall not be considered overtime service. Such shift substitution may be granted only upon request of the employee in advance of the desired substitution and only with the approval of the Chief of Police. A shift or tour performed by an employee as a result of a swap with another employee shall not be considered overtime service. Such swaps may be granted only on the prior request of both employees and with the approval of the Chief of Police. Such approval shall be granted in the absence of emergency conditions and provided that both ends of the swap are designated at the time of application.

Section 3. Compensation for overtime service performed under the terms of Section 2 of this Article may be paid in either of two forms. If the employee elects to receive monetary compensation, it shall be calculated at the rate of one and one half (1.5) times one-fortieth (1/40) his regular weekly pay rate for each hour of overtime worked. Such monetary compensation shall be paid within seven (7) days of the week during which the overtime service was performed. By mutual agreement of the Chief and the employee involved compensatory time off in lieu of overtime pay may be schedule at the rate of one and one-half hours off for each hour of overtime worked. Employees shall give seventy-two (72) hours' notice of intent to use compensatory time owed, and shall use such time in eight (8) hour increments. Compensatory time may be accumulated, but may not be carried forward beyond the fiscal year in which earned. Any compensatory time owed at the conclusions of the fiscal year, (June 30) will be compensated at the time and one-half rate at the time the compensation time was earned. Compensation for time not taken will be paid no later than the second pay week in July of the next fiscal year (each O.T. hour equals 1.5 of straight time).

An employee wishing to take overtime compensation in the form of compensatory time owed must indicate his wish to do so by the end of the week in which the overtime was worked. An employee may take all overtime worked during a given week as monetary compensation or all as compensatory time owed. Compensation for overtime service shall at all times be in addition to, not in lieu of, any regular, holiday, or vacation compensation otherwise due to any employee.

Section 4. There shall be no pyramiding of overtime, i.e., no overtime shall be paid on top of overtime payment for the exact same hours worked.

Section 5. For the purposes of the Fair Labor Standards Act, employees shall be on a 28-day work period.

**ARTICLE X
Compensation**

Section 1. Wages

The following weekly pay schedule will be in effect for employees covered by this Agreement.

Employees shall be compensated at the Training rate until successful completion of police academy training, and shall then remain on Step 1 until given a step rate increase pursuant to the provisions of section 2 of this Article.

FISCAL YEAR 2022				2% INCREASE
<u>EFFECTIVE DATE</u>	<u>GROUP</u>	<u>DESCRIPTION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
07/01/2021	APD	POLICE OFFICER	0	\$22.5362
07/01/2021	APD	POLICE OFFICER	1	\$25.2879
07/01/2021	APD	POLICE OFFICER	2	\$27.1644
07/01/2021	APD	POLICE OFFICER	3	\$29.3639
07/01/2021	APD	POLICE OFFICER	4	\$31.5654
07/01/2021	APD	POLICE OFFICER	5	\$32.1967
07/01/2021	APD	POLICE OFFICER	(AFTER 25 YRS) 5	\$33.0016
07/01/2021	APD	POLICE SGT	1	\$33.7506
07/01/2021	APD	POLICE SGT	2	\$34.4182
07/01/2021	APD	POLICE SGT	3	\$35.1756
07/01/2021	APD	POLICE SGT	4	\$35.9333
07/01/2021	APD	POLICE SGT	5	\$36.6519
07/01/2021	APD	POLICE SGT	(AFTER 25 YRS) 5	\$37.5682
FISCAL YEAR 2023				2% INCREASE
<u>EFFECTIVE DATE</u>	<u>GROUP</u>	<u>DESCRIPTION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
07/01/2022	APD	POLICE OFFICER	0	\$22.9869
07/01/2022	APD	POLICE OFFICER	1	\$25.7937
07/01/2022	APD	POLICE OFFICER	2	\$27.7077
07/01/2022	APD	POLICE OFFICER	3	\$29.9512
07/01/2022	APD	POLICE OFFICER	4	\$32.1967
07/01/2022	APD	POLICE OFFICER	5	\$32.8406
07/01/2022	APD	POLICE OFFICER	(AFTER 25 YRS) 5	\$33.6616
07/01/2022	APD	POLICE SGT	1	\$34.4256

07/01/2022	APD	POLICE SGT	2	\$35.1066
07/01/2022	APD	POLICE SGT	3	\$35.8791
07/01/2022	APD	POLICE SGT	4	\$36.6520
07/01/2022	APD	POLICE SGT	5	\$37.3849
07/01/2022	APD	POLICE SGT	(AFTER 25 YRS) 5	\$38.3196
FISCAL YEAR 2024				2% INCREASE
<u>EFFECTIVE DATE</u>	<u>GROUP</u>	<u>DESCRIPTION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
07/01/2023	APD	POLICE OFFICER	0	23.4466
07/01/2023	APD	POLICE OFFICER	1	26.3096
07/01/2023	APD	POLICE OFFICER	2	28.2619
07/01/2023	APD	POLICE OFFICER	3	30.5502
07/01/2023	APD	POLICE OFFICER	4	32.8406
07/01/2023	APD	POLICE OFFICER	5	33.4974
07/01/2023	APD	POLICE OFFICER	(AFTER 25 YRS) 5	34.3348
07/01/2023	APD	POLICE SGT	1	35.1141
07/01/2023	APD	POLICE SGT	2	35.8087
07/01/2023	APD	POLICE SGT	3	36.5967
07/01/2023	APD	POLICE SGT	4	37.3850
07/01/2023	APD	POLICE SGT	5	38.1326
07/01/2023	APD	POLICE SGT	(AFTER 25 YRS) 5	39.0860

Section 2. Step increases

Upon appointment to any of the ranks listed in Section 1 of this Article, an employee shall be compensated at the rate specified for such rank in Step 1. Effective on the annual anniversary date of his/her appointment, each employee shall be entitled to be compensated at the next higher step for his/her rank only if the Chief, Lieutenant and Sergeant dealing directly with the employee agree upon such advancement, until he/she shall have reached Step 5.

In order to be eligible for the 25 year step, an employee must have 25 years of service for the Town of Ashland Police Department. Previous years of service for the following individuals may be counted toward reaching the 25 year step:

Michael Dionne
Christopher Alberini
James Girotti
Francis Masiello

If an individual is not specifically identified in Section 2, then he or she shall not be permitted to utilize previous service towards the twenty-five (25) year step.

Section 3. Length of service

Only service as an employee of the Town's Police Department shall be included in computing length of service. However, where an employee serves continuously in a given rank, but a portion of that service is under a temporary rather than a permanent appointment, as defined by the Division of Personnel Administration of the Commonwealth, upon obtaining a permanent appointment, his/her service shall be deemed to have started as of the date of his/her temporary appointment for purposes of determining his/her proper compensation step under this Article.

Section 4. Reappointment/reinstatement

A reappointment to, or reinstatement on, the police force of the Town shall be treated as if the prior service on said police force has been performed immediately prior to the reappointment or reinstatement.

Section 5. Traffic supervisors

Traffic Supervisors who are required to make additional trips shall be compensated for such extra trips on a pro-rata basis where the total number of trips in any day exceeds two (2).

Section 6. Designated Shift Commander

When a Police Officer is designated by the Chief of Police as the Shift Commander, he shall be paid at the third step rate of the Sergeant's classification. The Chief of Police shall have authority to make such assignment in his discretion. The Shift Commander shall have supervisory authority during this assignment. *In the event that the most senior person is not chosen as the Shift Commander, he or she will also be entitled to be paid at the third step rate of the Sergeant's classification.*

Section 6A. Division Commander

When the Chief of Police designates a sergeant as a Division Commander, this position shall be considered a specialty assignment. The sergeant/division commander shall be the officer in charge (OIC) of the division assigned to that person entitled Operations Division or Support Services Division, and/or any other division determined by the Chief of Police. The purpose of this designation is to streamline the operations of the department and for the career development of sergeants.

Section 7. Specialty assignments

A Police officer that is designated by the Chief of Police to any of the following full-time specialties shall receive a weekly stipend based on a 52 week year beginning the first week of July. Full time specialty assignment shall include, but are not limited to the following:

For the specialties listed below	\$4,600.00*
A. Detective	
B. K9 Officer	

- C. School Resource/Dare
- D. School Resource/Community Relations
- E. Training Officer
- F. Sergeant Division Commander
- G. Detective Sergeant
- H. Other positions deemed appropriate by the Chief

* Officers must be on the payroll to be eligible for a specialty assignment. There shall be no pyramiding of stipends for multiple assignments.

A Police Officer that is designated by the Chief of Police to any of the following part-time specialties shall receive a weekly stipend based on a 52 week year beginning the first week of July. Part time specialties shall include, but are not limited to the following:

For the specialties listed below \$3,600.00*

- A. Court Prosecutor
- B. Fingerprint and Photo Officer
- C. Juvenile Officer
- D. Vehicle Maintenance Officer
- E. Armor
- F. Firearms Instructor
- G. Internet Investigator
- H. Seatbelt Safety Officer
- I. Bike Patrol Officer
- J. Computer Management MIS
- K. Accident Investigator
- L. Grant Officer
- M. Public Information Officer
- N. Health Officer
- O. Internal Affairs Officer
- P. Breath Test Officer

* Officers must be on the payroll to be eligible for a specialty assignment. There shall be no pyramiding of stipends for multiple assignments.

Employees designated as Juvenile Officer or Fingerprint and Photography Officer shall be entitled to a minimum of two (2) hours at overtime rates when specifically recalled for the performance of duties falling within these designations. When recalled for other purposes, they shall be compensated under the recall and overtime provisions of Article IX, Sections 2 and 3 of this Agreement. Any employee working as a Matron shall be entitled to a minimum of two (2) hours compensation for each time called in and reporting for work.

Section 8. Course attendance

Employees who attend, with the prior approval of the Chief of Police, law enforcement courses sponsored by governmental agencies shall do so with no additional compensation when such attendance falls during their regularly scheduled tours of duty. When such attendance falls during

scheduled time off, an attending employee shall be compensated at his/her time and one-half rate for such attendance.

Section 9. Shift differential

All Police Officers and Sergeants assigned to duty between the hours of 3:00 P.M. and 11:00 P.M. shall be paid an additional 5% of base shift compensation for shifts actually worked. All Police Officers and Sergeants assigned to duty between the hours of 11:00 P.M. and 7:00 A.M. shall be paid an additional 6% of base shift compensation for shift actually worked. The differential shall be of straight time rate even if a shift is paid at overtime rates.

Section 10. REMOVED

Section 11. Educational Incentive Programs. Eligible officers may elect one incentive program under one of the Educational Incentive Programs listed below as follows: (1) officers hired prior to June 1, 2011 may elect EIPA, EIPB or EIPC; and (2) officers hired after June 1, 2011 may elect EIPB or EIPC.

A. Educational Incentive Program A (EIPA)

Permanent full-time police officers and police sergeants in pay status shall receive additional compensation or the appropriate pro rata share thereof per fiscal year for degrees as provided for in the former "Quinn Bill" statute. The Town will pay 100% of the funding for this educational incentive program. The conditions of the former "Quinn Bill" incentive program as of July 1, 2011, shall remain in effect, including the type of degrees accepted by the Town, the percentages that will be calculated solely on the BASE SALARY of qualified officers; and eligible employees shall receive this compensation weekly based on a 52-week year beginning the first week in July.

B. Educational Incentive Program B (EIPB)

1. Permanent full-time police officers and police sergeants in pay status shall receive additional compensation or the appropriate pro rata share thereof per fiscal year for degrees or credits from accredited colleges or universities according to the following schedule:

Associate's Degree or 60 credit hours:	\$ 800.00
Bachelor's Degree:	\$1,325.00
Master's Degree:	\$1,800.00

2. Such additional compensation shall be paid in two semi-annual lump-sum payments, which shall be made in the paycheck received on the first payday in December and June.

3. Such compensation shall be based on degrees or credits held on January 1st of the previous fiscal year unless the Employee notifies the Chief of Police by November 1st that the degree or credits will be obtained by the end of the Fiscal Year, in which case said payments will be pro-rated after the degree is received.

4. Only online degrees from institutions listed in the database of accredited postsecondary institutions and programs, that also have a brick-and-mortar campus, shall be eligible for stipends.

C. Educational Incentive Program C (EIPC)

Permanent full-time police officers and police sergeants in pay status shall receive the following amounts or appropriate pro rata share per fiscal year for degrees from an accredited educational institution that are agreed to and approved by the Town and the Union. The approved degree must be one of the following related to law enforcement work performed by the Police Department and may be an online degree with special approval by the Town Manager. In order to obtain said approval, an employee must submit a request, in writing, to the Town Manager for consideration. The request must contain the name of the educational institution and the requisite degree. The Town Manager, or his/her designee, shall evaluate the request and provide the employee with a written response within two (2) weeks from the date the request was originally submitted. The Town Manager will evaluate the request based on criteria including, but not limited to, the following:

1. Nationally recognized and ranked program in one of the degrees listed below;
2. Affiliated with a brick-and-mortar campus;
3. Established school and program, in existence for a minimum of 10 years.

The Town Manager's decision shall be final.

Degrees included: Criminal Justice, Psychology, Law, Forensics, Social Work, MPA, or MBA.

Master's or more:	\$10,000.00
Bachelor's Degree:	\$ 5,000.00
Associate's Degree:	\$ 2,500.00

Section 12. Posting of schedules

Work schedules shall be posted in the Police Station at least thirty (30) days in advance and shall not be changed without thirty (30) days notice, except in emergency situation.

Section 13. Longevity

Employees shall be entitled to longevity payments based on the following schedule:

At least 5 years, but less than 10 years service	\$700.00
At least 10 years, but less than 15 years service	\$800.00
At least 15 years, but less than 20 years service	\$900.00
20 years of service or greater	\$1,000.00

Employees must have completed the requisite service on or before July 1st in any year to receive longevity payments. Eligible employees shall receive longevity compensation weekly based on a 52 week year beginning the first week in July. Longevity pay shall not affect the employees' overtime rate.

Section 14. Pro-rata payments

Upon termination of an employee as a result of retirement, or otherwise payment for the following, i.e., longevity, Juvenile Officer, Educational Allowance, Photography & Fingerprint Officer, Training Officer, vacation and holiday pay shall be on a pro-rata basis for all employees covered by this Agreement.

Section 15. Salary computation

The Union recognized and agrees that the annual salary for full-time police officers is based on 52 weeks, except in cases where the fiscal year is 52.2 weeks, 52.4 weeks, or otherwise, and that this is the maximum number of weeks that will be paid by the Town in any one year for the base salary. The base salary as stated in this Article X, Compensation, Section 1 is computed on the basis of the fiscal year.

Section 16. Overtime refusal

All regular full-time police officers and sergeants shall have the right of first refusal on all overtime opportunities.

Section 17. Mandatory overtime

When no other officer or other qualified employee (secretary, permanent intermittent officer) is available to voluntarily fill open shift(s), the officer in charge of the outgoing shift will designate the least senior employee on that shift to stay over. This will only be done after all other means of filling the vacancy are exhausted and will be done in an equitable manner by the officer in charge who will file a written report of what was done with the Chief within twenty four (24) hours of the occurrence so long as that employee has not worked a mandatory overtime shift within the thirty (30) days, then the next least senior employee shall work the open shift.

Section 18. Police Department Certification and Accreditation

In the event that the Ashland Police Department receives **certification** from the Massachusetts Police Accreditation Commission, all employees covered by the collective bargaining agreement shall receive a stipend upon this certification. The annual stipend amount will be equivalent to 1% of the Police Officer Step 4 rate during the year of the certification.

This stipend annual total shall be evenly divided and paid among the normal 26 payroll cycles. This stipend shall continue until it is replaced by a stipend for accreditation.

ARTICLE XI Clothing and Cleaning Allowance

Section 1. Police officers and sergeants shall provide their own uniforms and equipment that is not provided by the Town, but which they are required to have. Police officers and sergeants shall keep their uniforms and equipment in good condition. The condition of such items is subject to inspection by the command staff of the Police Department. Traffic Supervisors shall be entitled to an annual clothing allowance in the amount of \$200.00.

Employees holding the rank of permanent intermittent police officers shall be entitled to an annual clothing and cleaning allowance in the amount of Three Hundred Dollars (\$300.00).

Newly appointed full-time police officers shall be issued Town-owned property as provided for under Section 2 of this Article. Newly appointed, full-time police officers shall receive a clothing allowance for the purpose of purchasing the items contained in the Clothing List under Section 2 of this Article. Original issue clothing shall be purchased at the time and from the sources directed by the Chief of Police from time to time.

Clothing and equipment lists may be changed prior to the termination of this Agreement by mutual agreement of the Union and the Chief of Police. Any change of style, type or color of uniform or attire of any change of equipment or accouterments ordered by the Town shall be paid for by the Town and not charged to the employee's clothing allowance.

Section 2. The Chief shall establish and may from time to time amend the uniform items and standard issue equipment for police officers. The Chief shall use a standard of reasonableness in exercising his discretion in this regard.

Section 3. The Town agrees to reimburse each newly hired police officer for the purchase of uniforms and accessories required by the Training Academy, upon receipts being presented for such purchases. Any employee attending the Training Academy shall immediately turn in all clothing and equipment upon request of the Chief of Police. The newly hired police officer shall not be eligible for the clothing and cleaning allowance for their first twelve (12) months after graduation from the Training Academy.

The Town agrees to purchase the required uniforms and accessories of a new police officer. Should the employee voluntarily leave his/her employment with the Town within twelve (12) months of employment after the Training Academy, the amount shall be repaid to the Town from his/her last check drawn by the employee.

Every new police officer will sign the following memorandum, acknowledging that in the event of separation from employment as a police officer within the first twelve (12) months he/she authorizes the deduction from his/her last paycheck repayment of the new uniform allowance.

UNIFORM ALLOWANCE MEMORANDUM

I acknowledge that the uniform and equipment which I receive as a new police officer for the Town of Ashland is for the purpose of performing my duties as an officer.

In the event of my separation from employment before a 12-month period has expired, I authorize the Town to deduct from my last paycheck the amount of money spent by the Town to acquire such uniforms and that all equipment issued shall be returned in good order.

DATE: _____

OFFICER: _____

Section 4. Members of the Ashland Police Union are afforded the opportunity to purchase \$550.00 worth of clothing on the Police Department expense account for each year as part of the current union contract. The purchases must be made for actual clothing used on the job to be approved by the Chief. The actual system is left to the Chief to approve and implement.

ARTICLE XII
Paid (Private Work) Details

No paid (private) details assignments shall be made until the person, firm, corporation, or entity requesting or required to have such detail has agreed to pay the following rates of pay per employee working such detail:

Basic detail rate: Effective July 1, 2021, the private and in-Town duty detail rate will be time and one-half police sergeant base pay for Step 5.

Section 1. The officer-in-charge of a detail which totals three (3) or more employees shall receive \$1.50 per hour more than the rate otherwise provided for that detail.

Section 2. Each person working any paid detail shall be compensated for a minimum of four (4) hours at the appropriate rate, and any detail, other than a non-roadway related town detail, in excess of 4 hours but less than 8 shall be compensated for 8 hours at the appropriate rate. Any detail, other than a Town detail, in excess of eight (8) hours but less than twelve (12) shall be compensated for twelve (12) hours at the appropriate rate.

Section 3. Any person working a paid detail on a Saturday, a Sunday, or a holiday, as defined in Article VIII, Section 1, of this Agreement, shall be compensated at one and one-half times the basic detail rate provided above.

Section 4. Any person working a paid detail lasting longer than eight hours shall be compensated at one and-one-half times the basic detail rate for all time in excess of eight (8) hours, except as provided for under Section 3 of this article.

Section 5. Any detail requested or required where less than forty-eight (48) hours' notice is given shall be compensated at \$1.00 per hour above the rate otherwise applicable to that detail. This provision shall not apply in the event of an emergency. A strike or hazardous duty detail shall be compensated at \$2.00 per hour above the rate otherwise applicable to that detail. At the discretion of the Chief of Police, two (2) officers per post may be assigned to strike or hazardous duty details.

Section 6. All regular full-time police officers and police sergeants shall have the right of first refusal on all paid (private) details, provided an officer or sergeant may not work in excess of twelve (12) continuous hours when the last eight hours are on a scheduled third shift unless approved by the Chief of Police.

Section 7. Extra duty detail assignments shall be distributed as nearly as possible on a fair and equitable basis between all regular full-time police officers and police sergeants.

ARTICLE XIII Police Department Vehicles

Section 1. The Chief shall establish and may from time to time modify policies, plans and procedures for the maintenance of police department vehicles. The Chief shall use a standard of reasonableness in exercising his discretion in this regard.

Section 2. With the approval of the Chief of police and subject to any conditions set forth by the Chief, detectives are authorized to bring departmental unmarked cars home after scheduled working hours. If a Detective opts to use a departmental vehicle, the Detective agrees to waive the four hour call out pay. The Detective will be paid for each hour, or part thereof, worked.

ARTICLE XIV Grievance Procedure and Arbitration

Section 1. Complaints, disputes, or controversies which arise between one or more employees and the Town or its agents or between the Union and the Town or its agents concerning the interpretation or application of an express provision of this Agreement or law may be processed as a grievance under the following procedure:

STEP 1

Any grievance must be filed with the Chief of Police within twenty-one (21) days of the act or omission complained of or with twenty-one (21) days after the employee or Union had knowledge or reasonably should have had knowledge of the act or omission. If not timely filed any grievance is deemed waived.

A grievance must contain the name(s) of the aggrieved employee(s), the date of the alleged violation, the section(s) of the Agreement allegedly violated, and the facts upon which the grievance is based. Grievances shall first be presented by the employee and/or the Union representative to the Chief of Police and an earnest effort shall be made to adjust the grievance in an informal manner. The Chief of Police shall, unless absent on vacation or other leave, discuss the grievance with the employee and/or the Union representative within three (3) business days of receipt of a request for such discussion. At the conclusion of the Discussion the employee and/or the Union may request the Chief of Police to put his answer, to the grievance in writing, which answer shall be delivered to the employee and/or the Union within seven (7) business days of the discussion. If the answer is unsatisfactory to the employee and/or the Union, the grievance shall be reduced to writing, containing at least the information required above, and submitted to Step 2. Where the Chief of Police fails to respond in writing within the required seven (7) business days the grievance shall be deemed to have been denied and a course may then be had at Step 2. If the grievance is pursued to Step 2 or Step 3 it shall be the Union's obligation to provide the Chief with copies of all documentation submitted to the Town Manager and Board of Selectmen whether prior to or simultaneous with its submission as aforesaid.

STEP 2

If a grievance is eligible for this Step 2 procedure, the written grievance, together with the answer of the Chief of Police, if any, shall be submitted to the Town Manger within ten (10) business days of the Step 1 decision or its due date. The Town Manager, and the Grievance Committee of the Union shall meet within fourteen (14) business days after such submission and shall attempt to settle the grievance. The Town Manager shall answer the grievance in writing within seventy-two (72) hours of the conclusion of the meeting.

STEP 3

If the grievance is not adjusted to the satisfaction of the Union during the Step 2 process, the Union may, within fifteen (15) business days after receipt of the town manger's response, announce its intent to submit it for arbitration by a single arbitrator mutually agreed to by the parities or to an arbitrator selected by the American Arbitration Association.

The arbitrator shall hear the matter expeditiously as possible. He shall render his decision in writing no later than thirty (30) days after the conclusion of the hearing or the filing of briefs, whichever is later unless the parties shall jointly agree otherwise.

The arbitrator shall not have the power to add to subtract from, or to otherwise alter or amend terms and provision of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties to his Agreement.

Each party thereto shall bear the expense of preparing and presenting its own case. The expense and fees of the arbitrator shall be shared equally by the parties. Any employee whose presence during the arbitration proceedings is necessary to the conduct of those proceedings, and whose presence would result in his/her absence from his/her normally scheduled tour of duty, shall be granted leave of absence without loss of pay or benefits for the purpose of participating in the arbitration proceedings. All other employees whose attendance is required shall attend on their own time without additional remuneration by the Town. The proceedings shall be scheduled for a time mutually agreeable to the arbitrator and the parties.

Section 2. All time limits set forth in this Article may be shortened or extended by mutual agreement of the parities. All written grievances filed under this Article shall bear original signatures of those persons authorized under Agreement to so file.

ARTICLE XV Miscellaneous

Section 1. Space shall be provided at Police Department Headquarters for a bulletin board of reasonable size, to be supplied by the Union, for the posting of announcements or other material relating to Union and/or Association business.

Section 2. Should any provision of this Agreement or any supplement thereto be held to be unconstitutional, illegal, or otherwise void, by any court or tribunal of competent jurisdiction or rule or regulation of a State or Federal Administrative Agency, or if compliance with or enforcement of any such provision shall be restrained or enjoined by any court or tribunal of competent jurisdiction or State or Federal Administrative Agency, all other provision of this Agreement or any supplement thereto shall be deemed to be severable and shall remain in force. The parties to this Agreement shall meet forthwith and shall attempt to negotiate a satisfactory replacement for any provision of this Agreement or any supplement thereto held to be void.

Section 3. The Town's group life and group health insurance plans in force on the effective date of this Agreement, and the Town's contribution thereto, shall remain in force for the duration of this Agreement unless changed by mutual agreement of the parties or improved by action of the Board of Selectmen.

It is agreed that the Town may, without the necessity of any written authorization from any employee, deduct from each employee's salary the employee's share of the cost of such insurance. Such deductions for medical insurance shall be made from not less than three of the weekly paychecks due each employee each month, and shall be in as nearly equal amounts as is practical.

Section 4. All injuries, whether or not sustained in the line of duty, shall be reported as required by the Regulations of the police department.

Section 5. Members of the police department, who are injured in the line of duty shall be covered by insurance issue to, and paid for by, the Town.

Section 6. Wherever the words, "he" or "she", or any derivative thereof, appear in this Agreement, they shall be construed in the masculine or feminine gender interchangeably as may be appropriate to the context or situation.

Section 7. It is impermissible to report for or be found on duty while impaired or under the influence of alcohol, illegal narcotics, prescription opiates, or any combination thereof, and any employee found to be impaired will be subject to disciplinary action. It is understood that marijuana is still classified as an illegal controlled substance pursuant to 21 U.S.C. § 801 et. seq. (Controlled Substances Act) and is considered an illegal narcotic (even with a valid prescription) for the purpose of this Section.

Section 8. Personal appearance

Tattoos and facial hair: Tattoos and facial hair shall be in compliance with the Police Department Personal Appearance Policy.

ARTICLE XVI

Sick Leave

Section 1. Sick leave

Permanent full-time employees hired prior to December 30, 2015 shall be entitled to sick leave with pay at the rate of eighteen (18) days per year. Permanent full-time employees hired on or after December 30, 2015 shall be entitled to sick leave with pay at the rate of fifteen (15) days per year.

Three (3) of these days (the personal days) may be used for the personal business of the employee. To use a personal day, three (3) days' notice of intent must be given to the Chief of Police, such notice to state that the day to be used is the personal day. Such personal day shall be credited to each employee on July 1 of each year or upon that employee's initial appointment if after July. Unused personal days will not carry forward beyond June 30 of any year. Employees shall be permitted to use a maximum of four (4) days of accumulated sick leave if an illness in his/her immediate family requires that the employee stay home or for the birth of the employee's child. Proof of such need, may be requested by the Chief of Police

Each employee may accumulate sick days not used in any year. Personal days may not be included in any sick day accumulation.

At the discretion of the Chief of Police, a medical certificate from a practicing physician stating the nature of the illness and its expected duration may be required in the event of any absence due to illness. Such certificate will be required in each case of absence due to illness extending for three (3) or more consecutive work shifts or tours of duty or in any case involving hospitalization of the employee for twenty -four (24) or more consecutive hours.

The Town reserves the right to discipline employees for sick leave abuse including but not limited to a pattern and practice of abuse.

If a permanent full-time employee resigns from or is discharged from the employ of the Town, any sick leave accumulated under the provisions of this Article shall be forfeited without compensation. Absence from work due to job-related illness or injuries shall not be charged against sick leave.

In the event an officer is absent from work in an amount over ninety (90) days in any calendar year, his or her sick and personal leave shall be prorated based on the amount of time he/she is absent.

Section 2. The provisions of this Article shall be governed by the Federal Family and Medical Leave Act of 1992.

Section 3. Sick leave incentive

Any employee who uses three (3) or fewer sick days during a fiscal year shall be entitled to one (1) additional personal day during the following fiscal year.

Section 4. Fitness for Duty

Before any officer may return to duty status from an injury leave necessitating an absence of over seven (7) calendar days of missed work, the officer must provide a letter from their treating provider stating that they are fit and able to return to full duty status. Any restrictions/cautions must be noted in the letter. A copy of this letter is to be submitted to the Chief of Police and

Human Resources.

Before any officer may return to duty status from an injury leave necessitating an absence of over thirty (30) calendar days of missed work the officer must satisfy the following safeguards to ensure that they are fully fit to return to their current job assignment, in addition to providing a letter from their treating provider:

- Before the officer is cleared for return to duty, they will be scheduled to see the Designated Town of Ashland Doctor, to evaluate the officer's fitness to return to duty. The evaluation, any report authored by the Town's Doctor, and the request for/review of any medical records by the Town's Doctor shall be narrowly focused in scope and limited to evaluating the officer's fitness for duty as it relates to the issue, as identified by the officer's treating provider, that necessitated the officer's absence. The Town's Doctor shall not provide any medical records provided by the officer, without the officer's explicit written consent. The officer shall provide to the Town Doctor any relevant medical records from the treating provider related to the injury/illness, on request, to aid the Town's Doctor assessing fitness. The appointment with the Town's Doctor will be scheduled by the Town of Ashland Human Resources Department expeditiously. All costs associated by the visit to the Town's Doctor shall be borne by the Town exclusively. The officer will be compensated for the time spent at the appointments with the Town's Doctor in accordance with the pay provisions of the collective bargaining agreement. The officer shall not be required to use any of their accrued leave while awaiting an appointment with the Town Doctor and the resulting medical opinion. The officer shall remain in pay status while awaiting the appointment with the Doctor and the resulting medical opinion.
- Any opinion rendered by the Town's Doctor will be communicated in writing to the Town's Human Resource Department and the officer simultaneously.
- If the Town's Doctor concurs with the findings of the officer's treating provider, then the Town Doctor will communicate this to the Human Resources Department, who will notify the Chief of Police immediately that the officer is fit to return to duty. The Chief will then authorize the officer to return and adjust the shift schedule accordingly. The officer shall suffer no loss of pay and shall not be required to use accrued leave while awaiting the adjustment of the schedule.
- If the Town's Doctor determines that in his/her medical opinion the Officer is not fit to return to full duty, following a review of the records and a physical examination, the Town's Doctor shall document her conclusions, including specific concerns, recommended treatment, and any recommended follow-up, in writing and the report will be simultaneously conveyed to the officer, the

Police Chief, and the Human Resources Department.

- In the event of a conflict between the opinion of the Town's Doctor, and the officer's treating provider, the Union and the Town shall mutually select a neutral physician with expertise in the Officer's illness or injury to conduct an independent medical examination (IME) and render an expert opinion about the officer's fitness for duty. The Town shall bear all costs associated by the IME. The IME shall be scheduled expeditiously by the Town's Human Resources Department. The mutually selected physician shall review the opinion of the officer's provider, the Town's Doctor, a job description, and all relevant medical records. The Union and the Town agree that the mutually selected expert medical opinion shall determine the officer's fitness for duty. The mutually selected physician shall render her opinion in writing and the opinion shall be simultaneously provided to the officer, the Town's Human Resources Department, and the Chief of Police. The officer shall suffer no loss of pay and shall not be required to use any accrued leave while awaiting for the selection of a mutually selected physician, the schedule of the IME, the date of the IME, or the rendering of the IME report.

ARTICLE XVII Vacation

Section 1. Permanent full-time employees shall be entitled to vacation leave with pay on the following schedule:

At least six (6) months, but less than one (1) year continuous service: five (5) days vacation.

At least one (1) years, but less than five (5) years continuous service: ten (10) days vacation.

At least five (5) years, but less than ten (10) years continuous service: fifteen (15) days vacation

Ten (10) years or greater of continuous service: twenty (20) days vacation

Fifteen (15) years or greater of continuous service: twenty-two (22) days vacation

Twenty (20) years or greater of continuous service: twenty-five (25) days vacation

Section 2. Vacation entitlement shall be based on the employee's anniversary date which falls in a given fiscal year (July 1 - June 30). An employee who becomes entitled to vacation in a given fiscal year shall take his/her earned vacation in the following fiscal year, which begins on the July 1 next following his/her anniversary date. Vacation time, which is due to an employee during a fiscal year, but which is not taken by June 30 of that fiscal year shall be lost and may not carried forward to a

subsequent fiscal year. An exception will be made when the requirements of the Police department or a personal emergency make the granting of normal vacation leave impossible.

Vacations will be scheduled at the mutual convenience of the employee and the police department. All requests for vacation leave must be approved in advance by the Chief of Police or his designee. Such requests will not be unreasonably denied but may be denied if the manpower needs of the Police department require it. Where more employees request vacation leave during a given period than can be granted, the senior employee shall have first preference in receiving leave. Seniority preference shall not apply to vacation requests received more than sixty (60) days prior to the vacation period sought, unless more than one (1) employee requests the same vacation period in which case seniority shall govern.

Vacation leave earned in the service of the Commonwealth of Massachusetts or that of any of its Political subdivisions, or in the service of the United States, shall not be transferred to the service of the Town.

In any fiscal year in which an employee reaches a seniority level, which would entitle him/her to additional vacation leave, he/she shall receive that portion of the additional entitlement rounded off to the nearest day, which most closely approximates the following relationship:

The number of days from the employee's anniversary date to and including the next June 30 divided by 365.

(For example, an employee who reaches five years of service on December 1, 1986, shall be entitled to thirteen (13) days of vacation leave for Fiscal Year 1987 and fifteen (15) days of vacation for Fiscal Year 1988.)

An employee who has earned but not used vacation leave to his/her credit and who leaves the employ of the Town for any reason shall receive compensation for such unused vacation leave as part of his/her final paycheck.

The same pro-rate procedure shall be followed in the case of a newly hired employee who shall not have reached at least six months of continuous service as of June 30, in the first year of employment.

In the event an officer is absent from work in an amount over ninety (90) days in any calendar year, his or her vacation leave shall be prorated based on the amount of time he/she is absent.

Section 3. Each police officer who has sufficient vacation entitlement must utilize at least eight (8) days vacation in any year and then shall have the opportunity to redeem additional accrued vacation time for cash, at the officer's straight-time rate.

ARTICLE XVIII

Jury Duty-Court Leave

Section 1. An employee who is called for service on any jury empanelled by the Commonwealth or by the United States shall be granted court leave. To be eligible for such leave, the employee must file notice of service with the Chief of Police directly upon receipt of such notice.

An employee, who is summoned to appear as a witness on behalf of the Commonwealth of Massachusetts or any of its subdivisions, or on behalf of the United States, shall be granted court leave. To be eligible for such leave, the employee must file notice of the summons with the Chief of Police directly upon receipt of such summons.

Expenses paid to the employee by the relevant court for travel, meals, room-rent or other expense items shall not be considered as part of any juror's or witness' fees received. Such expense payment shall be retained by the employee on court leave.

Section 2. An employee who is absent from his/her normally scheduled tour of duty due to court leave, as specified in section 1 of this Article , shall be paid on one or the other of the following basis:

1. The difference between his/her regular rate of compensation and the amount received as juror's or witness' fee;
2. His/her full rate of compensation upon payment into the Town Treasury of the amount received by his/her as juror's or witness' fees.

Expenses paid to the employee by the relevant court for travel, meals, room-rent, or other expense items shall not be considered as part of any juror's or witness' fees received. Such expense payment shall be retained by the employee on court leave.

ARTICLE XIX

Bereavement Leave

Employees shall be entitled to bereavement leave of absence with no loss of pay or benefits. Such leave shall not exceed five (5) scheduled working days, which shall begin no earlier than the date of death for the employee's spouse or child; three (3) scheduled working days for the employee's father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandchild, sister, and brother; two (2) scheduled working days for the employee's grandparents, and one (1) scheduled working day, if the day falls on the employee's regular scheduled day of work for the employee's niece, nephew, aunt and uncle.

In the case of out-of-state travel, or where the employee must have additional time to make arrangements regarding the estate of the deceased, the Chief of Police may, at his sole discretion, grant the employee an additional day with pay. Such additional pay shall be charged against the employee's sick leave accrual.

ARTICLE XX

Leaves of Absence

All personal leaves of absence, except as otherwise, defined, shall be without compensation. For any leave of absence, the prior approval of the Chief of Police and of the appointing authority must be

obtained. No leave of absence may exceed three (3) months in any twelve (12) month period, the 12 months commencing on day one of the leave of absence, excluding leave of absence for illness.

Leaves of absence in excess of the period stated above shall be granted at the discretion of the Chief of Police.

ARTICLE XXI Travel Expenses

Employees who use their own vehicles for travel in the performance of their official duties shall be reimbursed for this use at the standard Town rate. Parking fees and tolls shall also be reimbursed upon submission of supporting evidence.

ARTICLE XXII Training Program

Each part-time, permanent intermittent police officer will be assigned to training annually at a Criminal Justice Training Council accredited facility for the length of time which coincides with the Council requirements.

ARTICLE XXIII Military Leave

Permanent employees who serve as members of the reserve components of the armed forces of the United States, e.g. the National Guard, the Army Reserve, the Navy Reserve, shall be granted military leave of absence not exceed fifteen (15) days in any fiscal year. Such leave of absence shall be granted for the purpose of allowing the employee to participate in training drills, and in units that may be activated for some form of active duty. While an employee is on military leave of absence, he/she shall receive compensation from the Town in the amount, if any, that his/her regular compensation exceeds his/her military compensation earned while on such service.

While an employee is within the limits of his/her allowed seventeen (17) days military leave, he/she shall continue to receive all benefits provided by this Agreement.

An employee who is called in to the armed services for extended duty shall be deemed to be on indefinite military leave of absence. To the extent such duty shall exceed the fifteen (15) days' compensated leave provided in this Article, the affected employee shall continue to accrue seniority, but shall forego all other compensation or benefits provided by this Agreement.

ARTICLE XXIV Medical Examination

Every applicant for permanent appointment to a Position covered by this Agreement shall obtain a certificate from a practicing physician as to his/her physical fitness to perform the essential duties of

the position to which appointment is sought. If deemed appropriate by the Board of Selectmen, such a certificate may be required from any applicant for a temporary appointment to a covered position. The medical certificate shall be in a form consistent with customary medical practice. In no event shall a certificate be presented which arises from a physical examination given more than three (3) months prior to the application for employment. The cost of any physical examination required by this Article shall be borne by the Town.

ARTICLE XXV Shift Bidding

Section 1. Bargaining unit employees may submit a written request to the Chief of Police during the month of May and November of each year requesting assignment to Patrol Division shifts established by the Chief of Police. Employee Shift selection request must be received by May 15th and November 15th, respectively, to allow a proper thirty (30) day notice of shift assignment. Shifts established by the Chief of Police shall be in accordance with the Ashland Police Department Organizational Chart (Patrol Division) and shall remain in force and effect for a period of six (6) months. The Chief of Police reserves the right to assign all specialty assignment positions and additional patrol shifts as needed after bidding and assignments to the Patrol Division have been completed as set forth in appendix A.

Section 2. Shift assignments, once approved by the Chief of the Department, will commence on July 1 and January 1 following the semi-annual bid and will continue for a period of six (6) months ending December 31st and June 30th respectively.

Section 3. Shifts will be assigned on a seniority basis. Seniority is described as length of continuous service as a full-time Police Officer in the Town of Ashland. In the case of officers, seniority will be determined on the basis of permanent appointment to the position in the Town of Ashland. In the case of Sergeants, seniority will determine on the basis of permanent appointment to the rank. The date of permanent appointment shall be that as determined by the Town and held by Civil Service. It is understood that only one superior officer will be assigned to a shift. In the event that more than one superior officer is assigned to a shift, the superior officer that would normally have been assigned as the Officer-in-Charge shall remain the Officer-in-Charge, regardless of the seniority of the additional superior officer.

Section 4. Shift assignments, once approved, may be changed through mutual agreement between the two officers involved and with written approval of the Chief of the Department. However, only one such change will be permitted between the parties during the year. Refusal of a change must be for just and reasonable cause.

Section 5. The Town, at the Chief's discretion, reserves the right to reassign shifts on an emergency basis for a period not to exceed the duration of the emergency or thirty (30) days, whichever comes first.

Section 6. In cases where a sergeant is not available to command a shift, the senior officer will automatically assume the responsibility.

Section 7. Incidental swapping of shifts for the convenience of the individual, and at the approval of the Chief, are not considered shift preferences. Approval of incidental swapping will be forthcoming if both ends of the swap are covered and the agreement is in writing and signed by both parties.

ARTICLE XXVI
Payroll Deduction of Union Dues and Agency Fees

Section 1. The Town shall, subject to the provisions of Massachusetts General Laws, Chapter 150E, deduct Union dues, agency fees and/or assessments upon the receipt of a signed authorization card from members of the Union. The Town shall forward to the Treasurer of the Ashland Police Association, such deductions each month following the month of deductions. Such deductions shall be made on a weekly basis.

Section 2. There shall be an agency fee equal to the cost of contract administration and negotiations in accordance with Chapter 150E of Massachusetts General Laws and the United States Constitution. This weekly payment of the agency fee shall be a condition of employment. An employee may request a rebate of any portion of the fee to which he/she is entitled under Massachusetts General Laws, Chapter 150E, Section 1, by filing a request with the Ashland Police Union.

Section 3. 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 necessary to carry out the deduction process.

ARTICLE XXVII
Light Duty

Section 1.

1.1 In accordance with M.G.L. c. 41, Section 111F, whenever a police officer is incapacitated for duty because of an injury sustained in the performance of his/her duty without fault of his own he shall be granted leave without loss of pay for the period of such incapacity as herein provided. No such leave shall be granted for any period after such officer has been retired or pensioned in accordance with law.

1.2 A police officer so incapacitated for duty because of injury sustained in the performance of his duty shall promptly report the injury by way of written report to the Chief or such person as the Chief shall designate as to the circumstances of his injury and the extent of his incapacity. In addition to said report, the police officer will fill out any and all insurance documentation regarding the injury. Except in unusual circumstances, such as injuries that do not immediately manifest, failure to report the injury as described above within forty-eight (48) hours from the time the injury occurred will result in disqualification for benefits under this Article.

1.3 Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c. 41, Section 100 or related Sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- (a) provide affirmative evidence of compliance with each required element set forth in sections 1.1 and 1.2;
- (b) notify the Chief of any change in medical condition, including, but not limited to, any hospitalization;
- (c) provide relevant documentation pertinent to the diagnosis, prognosis, and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates;
- (d) provide for billing the Town on a monthly basis or as nearly thereto as possible;
- (e) with reasonable evidence, appear voluntarily and promptly for any examination or re-examination by a physician designated by the Town Administrator (or Appointing Authority);
- (f) advise the Chief of any outside employment in which the employee is engaged at the time of injury and prior to the commencement of any outside employment while claiming the benefits of this Article.

Exacerbation or reappearance of prior symptoms of illness of injury must be processed in accordance with sections 1.1, 1.2, and 1.3 above notwithstanding any prior determination of eligibility. Failure to adhere to these sections will result in disqualification for benefits under this Article.

1.4 Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver by the Town of its right to deny paid injured leave.

1.5 This Article supersedes any conflicting provisions of M.G.L. c. 41, Section 111F and in all respects incorporated said statute by reference under this Agreement.

1.6 Disputes under this Article shall be handled solely under the grievance and arbitration procedures of this Agreement.

Section 2. Capability to perform light duty shall be determined by the employee's physician and the town's physician. If the physicians fail to agree, then a third physician mutually agreeable to the parties, which agreement shall not be unreasonably withheld, shall examine said employee, and the opinion of that physician so selected shall be conclusive on the parties. The cost of the examination by the town's physician, and the third physician if necessary, shall be borne by the town. The cost of the employee's physician shall be borne by the employee. In the event of an inability to agree upon a third physician, a physician shall be jointly selected by the parties from a list of physicians in the relevant specialty established or suggested by the Massachusetts Medical Society.

Section 3. Prior to reporting to light duty, the employee must be informed of the type of work to be assigned and the shift to which the employee will be relegated. This must be done before the examination by the impartial physician referred to in a section 2 above.

Section 4. In the event an officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. Officers on light duty shall be permitted to receive any required medical treatment during the relegated light duty hours. The town will not take disciplinary action against employees, who are on light duty assignment, for not responding to emergency situations if the employee is prevented from doing so by the injury necessitating light duty.

Section 5. Light duty is defined as: educational or public relations duties, computer operations, crime prevention programs, non-physical training, front dispatch work, clerical work, or court work. Employees on light duty shall not be counted to meet staffing requirements. Light duty shall not include cell block monitoring.

Section 6. It is understood by the parties that light duty is not intended to be permanent nor to supplant the right of officers to qualify for disability retirement.

Section 7. An officer who is injured, ill, or disabled while on off-duty status shall be equally eligible for light duty on a voluntary basis, subject to the approval of the officer's attending physician, the chief of police, and if necessary, confirmation by the Town's designated physician. The cost of examinations under this section shall be borne in the same manner as delineated under section 2 above.

ARTICLE XXVIII
Duration of Agreement

The provisions of this Agreement, where they differ from those of the predecessor Agreement, shall take effect on the dates specified with the Agreement. Where no date is specified, notwithstanding the provisions of Article XXVIII, the provisions of this Agreement, where they differ from the predecessor Agreement, shall all become effective July 1, 2021 unless otherwise specified. The Agreement shall continue in full force and effect through June 30, 2024. It shall automatically be renewed from year to year thereafter, unless either party notifies the other, in writing, of its desire to renegotiate this Agreement or to suggest any changes thereto. Such notice shall be delivered on or before November 1, 2023, or if not delivered by that date, on or before November 1 in any fiscal year at the end of which a termination or change is desired.

Date: 9/27/22

TOWN OF ASHLAND



Town Manager

ASHLAND POLICE UNION



