

Collective Bargaining Agreement

between the

Dartmouth Police
Brotherhood

and the

Town of Dartmouth

PREAMBLE

This Collective Bargaining Agreement Is Entered This
1st Day of July, 2015, By And Between The
Town Of Dartmouth, Massachusetts, Hereafter
Referred To As ("Town") And The Dartmouth Police
Brotherhood, Hereinafter Referred To As
("Brotherhood") And Has As Its Purpose The
Promotion Of Harmonious Relations Between
The Brotherhood And The Town

AGREEMENT BETWEEN
DARTMOUTH POLICE BROTHERHOOD
AND
TOWN OF DARTMOUTH
DARTMOUTH, MASSACHUSETTS

AGREEMENT made this 1st Day of July, 2016 by and between the Town of Dartmouth, Massachusetts, hereinafter referred to as "TOWN," and the Dartmouth Police Brotherhood, hereinafter referred to as "BROTHERHOOD." This Contract reflects the results of the Award received by the parties in proceedings before the Joint Labor Management Committee in case 13-2784 and the 2015 Memorandum of Agreement executed by the parties."

ARTICLE I - RECOGNITION AND BARGAINING UNIT

In accordance with the certification of the Massachusetts Labor Relations Commission, the Town recognizes the Brotherhood as the exclusive representative with respect to wages, hours and other conditions of employment for all permanent police personnel in the Police Department of the Town, excluding the Chief, Deputy Chiefs, Captains, and all part-time and intermittent personnel, and all other employees not expressly included in the above unit. The term "employees" as used hereinafter in this Agreement refers only to such persons as at the time in question fall within the bargaining unit as above defined, and for all such police personnel hereinafter employed.

ARTICLE II - EMPLOYEES' RIGHTS AND OBLIGATIONS

Section 1. Organizational Activities:

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty of reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Brotherhood; to act in the capacity of Brotherhood representative; to engage in other lawful aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion, and from any discrimination in regard to tenure, promotion or other conditions of employment; the Brotherhood agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Brotherhood.

Section 2. Brotherhood Membership:

The Town will advise the Brotherhood in writing of the name, address, classification and department of each new employee. The Town recognizes the right of any employee to become a member of the Brotherhood and will not discourage, discriminate or in any other way interfere with the rights of any employee to become and remain a member of the Brotherhood.

Section 3. No Discrimination:

Neither the Town nor the Brotherhood will discriminate against any employee or applicant for employment because of race, color, sex, national origin, national ancestry, handicap, religion, sexual orientation, or age.

Section 4. Rights of Management:

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Town including, but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working shift or detail; to determine the schedules and the assignment of employees to work; to establish new job classifications and job duties and functions; to determine the qualifications for all jobs; to require from each employee the efficient utilization of his services; to hire, promote, assign, retain, discipline, suspend, demote and discharge employees; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the missions of the Police Department; subject, however, to the provisions of Massachusetts General Laws Chapter 31 and any amendments thereto.

Section 5. No Strike Clause:

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employees.

ARTICLE III - BROTHERHOOD ACTIVITIES

Section 1.

(a) Conducting Brotherhood Business:

Insofar as the work requirements of the department permit, Brotherhood officers will be excused from duty, when required to conduct Brotherhood business other than joint meetings with management. Such excused absences will be in periods of half days or whole days unless management determines in a particular case that the employee can be productively employed for a portion of such periods. Brotherhood officers shall

give management reasonable advance notice of their desire to be absent to conduct such Brotherhood business so that work schedules may be arranged accordingly. And in no event will more than two employees be absent from work to conduct such business, and they will be paid at the regular rate of pay (straight time).

(b) Conventions or Conferences

An Officer elected to the Executive Board of the Massachusetts Police Association shall be granted leave without loss of pay or benefits to attend the monthly meeting of the MPA and the annual convention as provided by Chapter 147 §17d of Massachusetts Law.

(c) Brotherhood Business Leave:

The number of officers designated by the Dartmouth Police Department to be granted leave without loss of pay or benefits to attend the annual Mass Police Convention will be the number of officers designated under Chapter 147 §17d of Massachusetts Law and also the by-laws of the Massachusetts Police Association.

Section 2. Joint Meetings:

Joint meetings between representatives of management and the Brotherhood shall be, whenever practicable, held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours. When such meetings are held outside of regular working hours, no employees shall receive any compensation on account of time spent by them attending such meetings. In the event meetings are required during regular working hours, the Brotherhood's representative shall be compensated at his regular rate of pay (straight time).

Section 3. Brotherhood Activities During Work Hours:

- Brotherhood meetings may be conducted on a monthly basis.
- Meetings may be held at the Police Department assembly room.
- With respect to officers who are on duty during a meeting, they may be called to attend such meeting. But, in no event will more than two Brotherhood Officers be absent from work to conduct such business.

(a) Except as is specifically provided herein by this Article, Brotherhood representatives may visit Brotherhood officers and/or stewards provided that such visits do not interfere with the normal operations of the department.

Section 4. List of Brotherhood Officers:

The Brotherhood shall furnish the Select board with a written list of its local officers and shall promptly notify the Board of Selectmen in writing of any changes thereto. Only such listed officers shall be recognized by the Town for the purposes of joint meetings except that the Brotherhood may, at its discretion, be represented by a Brotherhood officer and/or counsel.

Section 5. Use of the Bulletin Board:

The Town shall permit the use of all bulletin boards located in the police station by the Brotherhood for the posting of notices concerning Brotherhood business activities. The Town shall provide a bulletin board for the locker room in the police station for the use of the Brotherhood or the posting of notices concerning Brotherhood activities and business.

Section 6. Secured Area for Brotherhood:

The Town shall provide a secured room of reasonable size to accommodate Brotherhood Association file cabinets, desks and other equipment necessary to perform Union and Association business within the Police Department building or any other building mutually agreed upon.

ARTICLE IV - WORK ASSIGNMENTS

Section 1. Hours.

(a) Regular Hours.

The regular workweek shall be forty (40) hours and consist of four (4) days on, two days off, (eight-hour tour of duty) on a rotating basis for all officers in the Department, except in cases of declared emergencies. No officer, except in the case of designated emergencies or for reasons of public safety, shall be scheduled to work more than sixteen hours without a seven hour rest break (including details, regular shifts and mutual); holdovers beyond a scheduled eight hour shift and/or court appearances would not be prohibited by this section.

(b) Work Week:

The work week shall begin at 12:01 a.m. (the first relief) on a Sunday morning and end at 12 midnight (end of last relief) on the following Saturday and shall be constructed as:

- *First shift-12 mid. to 8:00 a.m.*
- *Second shift-8 a.m. to 4 p.m.*
- *Third shift - 4:00 p.m. to 12:00 mid.*

The Chief may alter, eliminate, add or delete from said schedule, but prior thereto must post the same seven (7) days in advance in accordance with ARTICLE IV, Section 2(a), (b), (c), emergencies and past practices exempted.

(c) Exceptions to Four and Two:

The only exception to the 4 and 2 working schedule are 5 and 2 non patrol as posted by the Chief of Police: persons assigned to any of these positions shall receive the 5 and 2 rate of pay, as well as any additional 3% rate of pay.

It is agreed that no five and two positions will be created for permanent assignment to the Patrol Division. All vacancies in Specialist Positions will be filled by posting a request for resumes from interested persons and will be filled at the discretion of the Chief of Police.

The five and two work schedule will be determined by the Chief of Police, however, it is agreed that each assignment will include at a minimum, a portion of the weekend as a day off. The Chief retains the right to add or delete five and two positions as necessary. It is also agreed that the seniority rights of all involved will be honored should a person return to the Patrol Division.

The parties recognize and understand that the rotating shift of four (4) days on and two (2) days off is in effect a 17 day reduction of a work year over a five (5) days on and two days off work week. However, those scheduled to the five and two positions shall not be entitled to a 17 day reduction in their work year under their work schedule, as they shall be working a five (5) days on two (2) days off rotating work week.

(d) Canine Officer:

The canine officer shall receive additional compensation of five percent (5%) above his base salary annually for the performance of his services in caring for the dog.

(e) Traffic Safety and Firearms licensing Officers:

The Traffic and Safety and Firearms Licensing Officers shall receive additional compensation of three percent (3%) above their base salary annually for the performance of their duties.

(f) Fleet Maintenance Officer:

Additional stipend of \$1500 shall be paid annually in July of each year during this contract to the Fleet Maintenance Officer.

(g) Firearms Coordinator:

Additional stipend of \$1500 shall be paid annually in July of each year during this contract to the firearms training coordinator.

(h) PIO:

Effective July 1, 2016 delete Dive Team Leader and replace with Public Information Officer and the stipend shall be \$1500.

(i) Field Training Officers:

Effective July 1, 2016 Field Training Officers shall be paid an additional stipend of \$1,500. An active FTO shall be defined as certified the Agency Training Division standards and available to participate in the field training of patrol officers or newly promoted personnel as dictated by the Training Division standards. Once the stipend has been received, the officer *must remain* in that position for the balance of the fiscal year.

(j) Quartermaster:

Additional stipend of \$1500 shall be paid annually to the officer designated as quartermaster as of the date of the establishment of a quartermaster system.

k) Flex Shift:

Upon mutual agreement with both the Employee and the Chief of Police (or his designee) a Shift can be changed without incurring overtime for any 5 x 2 position. This will also apply to Field Training Officers and officers assigned to the K-9 Unit.

A temporary shift change with 72 hours' advance notice for the purpose of permitting an officer to attend training shall be allowed so long as the temporary shift change is accomplished on a voluntary basis.

Section 2. Seniority

(a) Basis of Seniority

The employees of the Police Department shall have seniority rights and rank and said seniority shall prevail in regard to the following: days off, holidays, vacations, compensatory time, shift assignments and court time. However, a senior officer may reject the position or benefit; it shall not be construed as a waiver of his seniority rights in subsequent situations where seniority would prevail. With respect to sergeants or lieutenants, seniority in said positions shall be based on the length of service in that position for purposes of shift assignment; however, for all other purposes, seniority shall be based on length of service in the department as defined in Article IV, Section 3.

(b) Posting of Shift Assignments

A directive stating a vacancy and its accompanying days off, schedule, and group number for those employees where applicable, shall be posted on the department bulletin board for seven consecutive days. (Should any member be on vacation or sick leave at this time and unavailable, upon his or her return to duty, he or she shall be given the opportunity to apply for the vacancy).

(c) Filling the Vacancy

After the seven consecutive days posting period, the vacancy shall be given those applying according to seniority. The vacancy must be filled within thirty (30) days of the original posting date.

(d) Time off by Seniority

In the determination for the designation of time off and vacations under the seniority provisions hereunder, an employee who is desirous of time off shall apply. Where there is a conflict between a seniority applicant for a day off and a seniority applicant for a vacation week, (four and two will be a four consecutive day week; five and two will be a five consecutive day week), the vacation week shall take preference provided it is applied for by April 1st of each calendar year. After the April 1st deadline, all time off shall be allowed as listed in the "Green Book" by order and date of listing.

(e) Holidays by Seniority

This shall not supersede Section 2(d) above. It shall apply when a seniority applicant for a holiday and a junior applicant are in conflict. Seniority shall prevail, provided the senior applicant has applied for the holiday

thirty (30) days prior to wanting the day off (but not more than sixty (60)). If the senior applicant has not applied, then within the thirty (30) days it shall go to the officer with the first entry that is dated in the assignment book by the ranking officer who enters said date, providing the officer is entitled to the holiday when the holiday substituted is taken by the officer.

Section 3. Seniority Defined

The seniority of a police officer shall be determined by the length of time said police officer has been continuously employed as a regular member of the Police Department. Seniority of officers who begin employment on the same day shall be by the highest unrounded mark on the Civil Service examination. In the event there is a tie in examination scores, seniority shall be by date of birth with the older officer considered higher in seniority. An employee's length of continuous employment shall be broken down and he shall lose his seniority if he or she:

- a. Quits his employment.
- b. Is discharged, terminated or retired without reinstatement.
- c. Is absent from work for three or more consecutive working days without notifying the Town or without adequate reason if he does notify the Town.
- d. Fails, without adequate reason, to report for work upon recall at the time specified by the Town or to report for work at the expiration of a leave of absence granted by the Town for any reason.

If an employee is unable to work because of sickness or bodily injury and presents satisfactory proof thereof to the Department Head, his length of continuous employment shall not be broken, but the excess of his period of continuous absence over six months shall not be added to his length of continuous employment, provided that an employee who is unable to work because of an injury incurred while performing his assigned duties shall continue to accumulate credit for continuous employment until the termination of the period for which salary shall be payable to him.

Section 4. Seniority List Posted:

Within thirty days after the execution of this Agreement, the Town shall furnish the Brotherhood and the Police Department a copy of the proposed seniority list, and the Brotherhood and/or the Police Department will have thirty days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at police headquarters for the benefit of all police officers and future seniority questions shall be resolved in accordance therewith.

Section 5. Promotions:

To determine the seniority of sergeants and lieutenants, when more than one is appointed on the same day, it shall be determined by a Civil Service promotional examination with the person who receives the highest mark being senior; provided, however, that the involved parties were appointed to regular police status on the same date.

If the parties have different appointment dates, the officer with the most time on the department at regular police status regardless of mark; provided, however, that it is within a basic range which is in line with Civil Service policy and as long as nothing in this Section shall conflict with Civil Service Rules and Regulations or the Massachusetts General Laws. Police officers appointed after the signing date, November 8, 1999 of this agreement, who seek promotions to sergeant must have credits equaling 60 certified educational units; promotions to lieutenant must have credits equaling 120 certified educational units.

(a) Promotional Assessment Center for sergeants and lieutenants

When the Town opts to permanently fill a Sergeant or Lieutenant position from a certified list, the Town shall then use an Assessment Center. A panel, consisting of a representative of the Town, a representative of the Union who has not taken either exam and a mutually agreed upon third party shall select the Assessment Center contractor.

An Assessment Center will not be held sooner than thirty days of the (HRD) official release of the certification list provided to the Town.

All Assessment Center testing must be videotaped and the videos retained, along with any documents generated during the process, until any and all promotional appeals are adjudicated. Only officers who passed the civil service examination are eligible for the Assessment Center. The percentage of weight given to the Assessment Center shall be 40%. The percentage of weight given to the civil service test shall be 60%

Section 6. Layoff Rights:

At the time of layoff, if a police officer has any accumulated vacation or any accumulated sick leave, or any court or compensatory time, vacation time, or sick leave, he/she may allow said compensatory time, court time, vacation time, or sick leave to accrue to be placed in an accrual status until he/she is recalled to work. In the event that the police officer does not return to work within six (6) months, or the fiscal year, whichever occurs sooner, then the Town will pay any and all accruals.

Section 7. Bidding at Commencement of Contract:

Every year, for implementation on each March 1, an employee shall bid his shift/relief assignment, subject to the needs of the department, except in the event the department fills a vacancy or opening during the period March 1 through August 31, the employee will bid in accordance with the provisions in Section 4 of this Article. Any vacancy or opening during the period September 1 through February 28 of each year

shall not be subject to any bidding or posting requirements of this Agreement unless, in the Chief's sole discretion, such bidding or posting is determined to be in the department's best interest. The vacancies' or openings shall be posted no less than thirty (30) days prior to March 1 of each year. Once the annual bid has been posted for signing, each employee will have the opportunity to bid his/her shift and group in accordance with their seniority. Each employee will be afforded a maximum of thirty-two (32) hours to sign the posting after being notified it is his/her turn to sign. The union official making that notification along with his/her initials will note the time and date of notification on the posting. Once thirty-two (32) hours has elapsed, the bidding process will continue by seniority. A person who has not bid within the thirty-two (32) hour timeframe will be allowed to bid for any available slot not already signed for through the bidding process. In the implementation of the March 1 annual department-wide bidding procedure, the Chief may assign employees to the vacancy or opening bid either five (5) days prior to or after March 1 to avoid unnecessary overtime caused by the reassignment.

The Chief reserves the right to assign or reassign officers within a relief or shift temporarily as the needs of the department require, notwithstanding the officer's bid for a specific assignment within the relief or shift.

Additional department-wide shift bidding may take place during the duration of this Agreement upon the mutual agreement of the Town and the Brotherhood.

Section 8. Training:

The Chief shall have the right, each year, to schedule shift changes, without incurring overtime, during four consecutive scheduled work days for in-service training under the Massachusetts Police Training Committee and two additional scheduled work days during the year for firearms training.

Firearms Training does not have to coincide with traditional shift schedules and may be arranged at other times for various training reasons. Firearms Training shall not commence before 7:00 a.m. and shall not conclude later than 9:00 p.m.

ARTICLE V - CAREER INCENTIVE PROGRAM

The Town hereby agrees to accept the provisions of Section 109L of Chapter 41 of the General Laws as inserted in said Chapter by the provisions of Chapter 835 of the Acts of 1970.

There is hereby established a career incentive pay program offering base salary increases to regular full-time members of the various city and town police departments, the division of State Police and the metropolitan District Commission Police, as a reward for furthering their education in the field of police work.

Police career incentive base salary increases shall be predicated on the accumulation of points earned in the following manner: one point for each semester hour credit earned toward a baccalaureate or an associate degree; 60 points for an associate degree; 120 points for a baccalaureate degree; and 150 points for a degree of

master or for a degree in law. All semester credits and degrees shall be earned in an educational institution accredited by the New England Board of Higher Education.

Base salary increases authorized by this Article shall be granted in the following manner: a 3% increase for 10 points so accumulated; a 6% increase for 25 points; a 10% increase for 40 points; a 15% increase for 60 points; a 20% increase for 120 points; and a 30% increase for 150 points so accumulated.

Any city or town, which accepts the provisions of this Article and provides career incentive salary increases for police officers, shall be reimbursed by the Commonwealth for one half the cost of such payments upon certification by the Board of Higher Education. The Board of Higher Education shall certify the amount of such reimbursement to be paid to such city or town from information filed on or before September first of each year with said Board, on a form furnished by it, by the Chief of Police, or one of similar rank, of the city or town police department. The Board of Higher Education shall also certify the amount of the career incentive salary increases to be allocated to the State Police, the Capitol Police and the Metropolitan District Commission Police from information filed with said Board on or before the first of September of each year by the Commissioner of Public Safety for the State Police, by the Commissioner of the Metropolitan District Commission for the Metropolitan District Commission Police, and by the Chief of the Capitol Police. Said information shall be filed on a form to be furnished by the Board of Higher Education.

Approved August 28, 1970.

The Town agrees to continue the Career Incentive Program benefits to employees enrolled in the Career Incentive program approved educational program on or before June 30, 2009. Employees hired prior to July 1, 2009 who have a degree and subsequently complete a baccalaureate masters or degree in law will be compensated under the pre July 1, 2009 benefit language. An employee who enrolls in a degree program within ninety (90) days from the execution of this Agreement will be allowed to receive benefits provided for officers hired before July 1, 2009 upon successful completion of the appropriate degree.

Subsequent to June 30, 2009 new employees will receive police career incentive as follows:

5% for an associate degree in law enforcement

10% for a baccalaureate degree in law enforcement

15% for a master degree in law enforcement or for a degree in law

Only graduates of:

- 1.) Criminal justice or law enforcement programs that meet or exceed the guidelines for criminal justice and law enforcement programs as set forth by the Board of Higher Education and implemented on January 1, 2004 or;

2.) Law schools that are New England Association of Schools and Colleges accredited or board approved and who have passed the Massachusetts Bar Examination shall be eligible for the police career incentive paid program.

3.) Effective July 1, 2017 employees who possess a degree in criminal justice or a degree that relates to job performance such as, for example, sociology, psychology, public administration, subject to prior approval by the Chief of Police after consultation.

ARTICLE VI - ADDITIONAL BENEFITS

Section 1. Call Back Pay:

Employees called back shall be compensated for at least four hours. The pay for this time shall be at time and one-half.

Section 2. Overtime:

(a) All employees covered by this Agreement who work over 8 hours per day shall be compensated for all hours worked in excess of 8 hours in a regular work schedule with overtime pay at the rate of one and one-half times the employee's normal hourly rate; provided, however, that no such pay shall be computed for the first 15 minutes overtime in any work day or work night unless said employee works in excess of said 15 minute period, in which event overtime pay shall be computed for all time worked in excess of said employee's normal work day. For the overtime hour, any time worked over 15 minutes in any hour shall be compensated for as one full hour overtime. With respect to this section only, in each case a person who request payment for the minimum hour hereunder shall be required to stay on duty during that minimum hour. During any "leap year", defined as a fiscal year having 366 days, the hourly overtime rate will be equal to or greater than the prior fiscal year resulting in no decrease in the hourly overtime rate.

(b) Compensatory Time:

At the discretion of the employee, an employee can elect to take compensatory time instead of payment for overtime. Compensatory time shall be received on the basis of an hour and one-half for the first 15 minutes of overtime in the first hour unless the employee works in excess of 15 minutes. The scheduling of compensatory time shall be at the discretion of the Chief or his designee. The administration of compensatory time banks will be done under the same procedures as Court time; this will result in compensatory time banks being limited to a maximum of sixty (60) hours at any time, but the accumulation will increase or decrease depending on an officer's use of and earning of compensatory time. Compensatory time shall not conflict with vacations, court time, holidays or other time off. Compensatory time shall also be governed by any language in this Agreement which pertains to the number of employees allowed off by the Chief of Police. A 2-hour notice shall be required prior to taking any accumulated compensatory time.

(c) School and Training Compensatory Time:

An employee may also accumulate separately up to 60 hours of schooling and training time pursuant to Article XXII that may be used under the same procedures as described in paragraph one above regarding compensatory time.

(d) Reporting Pay:

In the event that an employee has been requested to work an overtime assignment and he reports for same and the Town determines his services are not needed, then the Town shall be obligated to pay him a minimum of four hours of pay however said employee shall be required to work said four hours. (This is not a Call Back).

Section 3. Priority:

Priority on all overtime work shall be offered to permanent full-time employees of the regular police department and said overtime shall be posted, excepting classified overtime shall not be posted. Classified overtime shall be that overtime which, by its assignment, requires special prior training or education and experience; for example, rape investigation.

Section 4. Special Duties:

Priority on all details shall be offered to permanent, full-time employees of the regular police department first, then Department part-time specials, and said details shall be posted.

Section 5. Assignment of Overtime and Special Detail Work:

(a) Special details shall be that set of circumstances where the police officer is ultimately compensated by a third party, all as defined in the Fair Labor Standards Act. They are to be assigned on a seniority basis with an officer having the least amount of hours being given the first choice at detail.

(b) On respect to each roster, in no event shall a senior officer be assigned more than one detail over a junior officer. Example - a senior officer has worked three extra details in one week; a junior officer should have at least have been offered two extra details in that same week. All job hours will be adjusted to zero quarterly, subject to any penalty hours imposed by the Brotherhood pursuant to its bylaws.

(c) All special details shall be paid at the rate of 8 hours minimum, unless otherwise arranged 48 hours prior to the detail. This 8-hour minimum does not apply to Departmental overtime within the Police Department nor to the rescheduling for a non-emergency rain / weather delay date for a construction detail rescheduled for the following day. And in no event shall an officer work for less than 4 hours when previously arranged. All hours over 8 on said special detail shall be paid at the rate of 1-1/2 times the hourly rate. When the officer works more than 15 minutes into the next hour, it shall be computed as a full hour. The rate of pay for third party details will be the overtime pay rate of a patrol officer at maximum rounded up to the nearest whole dollar. (Night differential and College Incentive not included). Current language relative to pay rate for

senior man and details between midnight and 7:00 a.m. will be retained. At any detail where the Massachusetts State Police are working simultaneously with the Dartmouth Police, the police officer shall be paid whichever is the higher rate of pay. A State Police Officer hired due to the inability to fill a detail request through our own Department will not trigger this clause. All Saturday, Sunday and holidays, special detail rates shall be at time and one-half for road construction or utility repair.

All work performed for other Town departments, (example--School Department, DPW, etc.) scheduled in advance of 48 hours shall carry a four hour minimum pay. All work performed in excess of four hours for previously scheduled work will be compensated at a rate of hour for hour worked.

Short Notice work performed for other Town departments (emergency work, that is not pre-scheduled 48 hours in advance) shall carry a four-hour minimum pay rate. If an officer is required to work more than 4 hours on a short notice job, the minimum pay will then become 8 hours. Regular officers who perform work for other Town departments shall be compensated at their time and one half-pay rate. Any such detail cancelled less than 2 hours previous to its starting time will carry a 4-hour minimum pay rate.

Each officer claiming monies to be paid by the Town for third party or special detail work shall be required to file a voucher indicating therein the date, times and hours of work and the amount of money claimed. Said voucher shall be signed or approved by authorized third party personnel for whom the officer performs said service and all said vouchers which are filed with the Chief of Police or his authorized designee by 12:00 p.m. on Wednesday of each week shall be paid for in the following week's payroll.

In the event that Wednesday is a holiday, then the filing shall be required on Tuesday. The Chief or his authorized designee shall verify each voucher and, for cause, may delay the payment of this check, but shall notify the involved employee of the reason therefore.

Employers would not be subject to the 8 hour minimum of this section when requesting police employees to complete an existing detail which has carried over beyond its original schedule; however, in no event will a replacement officer be paid less than 4 hours.

(d) The senior officer in charge or ranking officer working the detail of such detail shall receive \$1.00 extra per hour if said paid detail consists of two or more officers.

(e) All regular members of the Dartmouth Police Department, including plain clothes units, who work department overtime such as investigations surveillance, extra shifts or the like shall be charged with the actual hours worked; provided, however, that classified overtime shall not be posted but shall count towards accumulation hereunder.

A record shall be kept of the overtime and special duty hours by the assigning officer of said assignment. Said record book shall be kept with the currently kept "overtime and special details" roster and shall be available for inspection by any member of the Executive Board of the Dartmouth Police Brotherhood.

(f) In the event that overtime or extra detail assignment is not signed for by a member of the Brotherhood prior to 36 hours in advance of the event, then the Chief, or his designee, may assign an intermittent police officer, a police officer employed by another municipality which has a written Mutual Aid Agreement on file with the Dartmouth Police Department, with priority given to the Town of Westport so long as a Mutual Aid Agreement is still in place.

(g) With respect to Town functions for the School Department, officers shall be designated the areas for performance of duties by authorized Town personnel, subject to the approval by the Chief or his designee.

(h) In the event that an employee calls in sick or leaves his employment for injury or illness, he should not be allowed to receive any third party or extra detail work during the period of 16 hours following that shift.

(i) In the event a third party detail is cancelled less than two hours before its start, the employer shall be responsible for a four-hour minimum for each officer.

(j) Dartmouth Police Brotherhood and the Town agree that the use of flagmen for road construction projects throughout the Town of Dartmouth is prohibited.

(k) Any officer assigned to a detail due to a labor strike shall be paid double time for all hours worked.

Section 6. Court Time:

(a) Any police officer, including an officer of the division of State Police, in the Department of Public Safety appointed under Section 6 of 9A of Chapter 22, on duty at night or on vacation, furlough or on a day off, who attends as a witness for the Commonwealth in a criminal case pending in a District Court, including the Municipal Court of the City of Boston, or any Juvenile Court, or the Superior Court, may, in lieu of the witness fee to which he would otherwise be entitled under Section 53 or Section 53B, as the case may be, be granted such compensatory time off as shall be equal to the time during which he was in attendance at such court, but in no event shall less than four hours compensatory time off be granted him. If such additional time off cannot be given because of personnel shortage or other cause, he shall, in lieu of said witness fee, be entitled to additional pay for the time during which he was in attendance at such court, but in no event shall he receive less than four hours additional pay at time and one-half rates.

(b) Any time a police officer is required to appear in court on his day off or off duty time he shall be compensated for the time during which he was in attendance at such court, but in no event shall he receive less than four hours additional pay at time and one-half rates.

(c) Except in emergencies, a police officer may take time off in lieu of pay for court time. He may accumulate up to 18 days court time; all time accumulated in excess of 150 hours must be paid on the following week's pay check. Court time may be carried over from year to year, but must never exceed 18 days, 150 hours, and in no event may an officer take more than four consecutive days off under this provision within a 30-day

period. He must inform the Chief of Police, or designee, 32 hours in advance for such a day off (except for personal time), and in the event that the officer wishes to take more than one day off, he must give the Chief of Police or his designee, 7 days notice, and in no event will more than two officers be absent from work under this provision at any one time. Scheduled time off (court time, holidays, vacation and comp) may not be canceled less than 32 hours in advance.

(d) Any time a police officer appears before the Select Board at its direction other than for disciplinary matters concerning said officer on his day off or off duty time, he shall be compensated at the rate of time and one-half with a minimum of 4 hours - Select Board meetings.

ARTICLE VII - PHYSICAL FITNESS

Each employee covered by this agreement may choose to undergo an annual physical examination and said exam shall be paid for by the Town.

The Town and the Brotherhood agree to negotiate and/or open a current agreement for the purpose of impact bargaining physical fitness standards, once those standards have been defined and put in place by the Human Resources Division, Commonwealth of Mass.

ARTICLE VIII - UNIFORMS & CLOTHING ALLOWANCES

Effective July 1, 2016, upon graduation from the police academy the Town will provide uniforms in accordance with the quartermaster system.

Uniforms to be determined by mutual agreement between the Brotherhood and Chief of Police, with the Chief holding the final decision. Plain-clothes officers will receive \$500, divided semi-annually, \$250 in March and \$250 in September.

Each officer will be allowed a \$150 credit for footwear purchased for work. A receipt will be presented to the Town for reimbursement, ex: officer spends \$150 for footwear, submits receipt, it will be processed and a separate check will be issued as reimbursement, applicable to both plain clothes officers for street shoes and uniformed officers for work boots, as needed.

One officer designated by the Chief will serve as the quartermaster and will coordinate uniform issue, measurements, etc.

(b) The Town agrees to supply and maintain for each member covered by this Agreement the following protective equipment: Service Weapon, Ammunition, Extra Magazines and Carrier, Safety Holster, Duty Belt and Keepers, Handcuffs and Case, Baton, Badges, Patches, Collar Pins, gloves and Reflective Vests for Night Duty and Road Work; in addition, all patrol cruisers shall be equipped with a flashlight and charger including a two-way plug for charging flashlights. Members shall maintain said equipment in good working order, normal

wear and tear excepted; and lost equipment shall be replaced at member's own expense except if damaged or lost in the line of duty.

Vests: The Town will replace Bullet Resistant Vests upon request of an officer/member. Officers who accept and receive vests pursuant to this article will be required to wear such vests in the following situations:

VESTS ARE REQUIRED:

1. Officers assigned to uniform division patrol and actually engaged in patrol.
2. Officers working in uniform at a Town detail (Example: school dance, sporting event, etc.).
3. Officers working third party details in uniform (example: dance, mall, Shaw's, bingo, etc.).
4. Officers participating in firearms and/or defensive tactics training (as required by instructors).
5. Officers participating in driver training.

Although it is recommended that whenever an officer/member of the Dartmouth Police Department (sworn personnel) is on duty he/she should wear a vest at all times, we understand and accept that there are times when the wearing of a vest is for all practical purposes unnecessary.

Therefore, officers shall not be considered liable for any injuries received nor be considered ineligible for any so-called injured-on-duty benefits provided under other provisions of this Agreement as a result of failure to wear such vest while working as a police officer. Officers who would be required to wear such vests under this article may, nevertheless, be subject to disciplinary action (including, but not limited to, suspension) for failure to wear said vest during required times.

(b) All Police Officer's Class A license to carry firearms shall be provided by the Town. The Firearms Instructor's Class C Special Weapons License shall be provided by the Town. This includes all present Police Officers and any new Police Officers for first issue

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1. Definition:

For the purposes of this Agreement, the term "grievance" is defined as a complaint by an employee based upon an alleged violation or a variation from the provisions of this Agreement or the interpretation thereof.

Section 2. Procedure:

(a) A grievance shall be reduced to writing and presented by the employee within five days (excluding Saturdays and Sundays) of the alleged grievance to the Chief of Police, or his designee, who shall give his answer within five days (excluding Saturdays and Sundays) thereafter; such grievance shall be clear, specific and detailed, showing all facts within it. The written grievance shall contain the contract provisions allegedly violated,

the facts that led to the filing of the grievance, and the remedy sought. The grievant shall attempt to informally resolve the grievance with the Chief or his designee.

(b) In the event the grievance is not settled under (a) above, the aggrieved employee may appeal in writing to the Select Board the Town of Dartmouth within 10 days from the date of the decision rendered under (a) above. The Select Board shall meet within 20 days of the date of receipt of the notice of said appeal and conduct a hearing; notice of which shall be given to the employee. The employee and employer together with their witnesses shall be permitted to appear at the hearing. The Brotherhood and the Town may be represented by their respective counsel.

The hearing shall be conducted in such a manner so as to afford both the Town and the Brotherhood an opportunity to present evidence. Within 22 days after the close of the hearing, the Select Board shall render a written decision upon the grievance.

In the event the Select Board are unable to render a decision within this period, the matter shall be deemed to be denied and shall go to the next level of the Grievance Procedure.

Section 3. Grievance by Brotherhood:

The Brotherhood may submit a grievance in step (b) of the formal grievance procedure in any case, in which the grievance alleges a violation of this Agreement by the Town.

Section 4. Settled Grievances:

If a grievance is once settled in either the informal grievance procedure or the formal procedure, the matter shall be considered closed and shall not thereafter be subject to either procedure or to arbitration hereunder.

Section 5. Inspection of Records:

The Town recognizes the right of the Executive Board of the Dartmouth Police Brotherhood to inspect any books or records pertaining to employees' hourly rate, court time, overtime, or any other issue as they relate to grievances being processed at mutually agreeable times during normal working hours, and such mutual agreeable time shall not be unreasonably withheld.

ARTICLE X - ARBITRATION

Section 1. Brotherhood Arbitration Right:

The Brotherhood, by written notice to the Select Board and the Department Head given within 30 days after the decision of the Select Board on the grievance, may request arbitration of any grievance which involves the interpretation and application of an express and specific provision of this Agreement, but only if such grievance has not been settled and has been fully processed in accordance with Section 2 of the Grievance Procedure. Any grievance shall be considered settled on the basis of the decision of the Select Board unless the Brotherhood has the right to and does so request

arbitration thereof within such time limit. The Town shall participate in any arbitration of any grievance hereunder while reserving its rights as to arbitrability in any subsequent court proceedings.

Section 2. Selection of Arbitrator:

If the Select Board and the Brotherhood are unable to agree on the selection of an arbitrator within 20 days after receipt by the Select Board of such written request for arbitration, the Brotherhood may promptly refer the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to labor arbitration, and the decision of the arbitrator shall be final and binding. Any arbitration hereunder shall be conducted in accordance with such rules. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceeding hereunder.

Section 3. Function of Arbitrator:

The function of the arbitrator is to determine the interpretation and application of express and specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement. Past practice shall be defined, as a practice that is clear and that has been consistently followed over a reasonably- long period of time, and the practice must be shown by the record to be mutually accepted by the parties.

Section 4. Arbitration Proceedings:

The arbitrator shall hold a hearing, giving the parties a full opportunity to be heard, as soon as it is practicable after his selection and shall endeavor to render his decision, in writing, 30 calendar days after the close of the hearing or after the filing of post-hearing briefs if such briefs are filed. The expenses of the arbitration proceedings, including the fees and expenses of the arbitrator, shall be borne equally by the Town and the Brotherhood. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE XI - ANNUAL SALARIES

During the course of this contract, each officer shall progress to the next step (level) on his or her anniversary date of appointment.

In no event shall an employee have to wait more than twelve (12) months before he or she reaches the next step.

Effective July 1, 2017 the compensation hereunder shall be payable weekly based on a 52 week schedule.

See Appendix A for the new "wage scale", implementing this agreement with COLA increases of:

Effective July 1, 2015__ 2%

Effective July 1, 2016__ 2% and an adjustment in the steps.

Effective July 1, 2017 __1.25%

(a) Transfers:

An officer who is a Dartmouth Police Intermittent Officer and who has completed the Police Academy and who has had a minimum of one year of full-time Police work with another Department shall start at the second step pay grade. This language does not apply to a lateral transfer of someone who is not a Dartmouth Intermittent Officer.

ARTICLE XII - SPECIAL LEAVE

Section 1. Time Off:

Two officers may be off from each relief at the same time. For example: vacations, (week or days), holidays, compensatory time, or court time. (Extended sick leave or extended injury time thirty calendar days or more shall not be included) provided that no more than one member of each relief may be on vacation at any one time. The Chief, in his discretion, may allow additional employees to be on vacation or to have other time off at any one time and said discretion shall not be subject to a grievance hereunder.

- (a) As an exception to the required 32 hours notice to take time off, if an employee desires time off and is entitled to it, via the various means of obtaining time off per contract, the 32 hour notice may be waived if no one is scheduled to be off duty from the regular staffing schedule. An employee requesting time off within the 32-hour minimum notification period may also be granted his/her proper request if this does not create an overtime shift for the period the employee seeks to be off duty. Further, if an employee is granted time off as an exception to the required 32 hour minimum notification, he/she may be ordered back to work or said time off granted can be cancelled if, after it is granted staffing levels drop to a point where overtime becomes necessary due to additional sick/personal requested time off by other employees. Example: 7 patrolmen, 1 commanding officer, 1 dispatcher scheduled to work 4-12 midnight (any day); no one has requested the night off. Officer A calls and learns of this within the required 32 hours notice at 10:00 a.m. that day. He could under these circumstances be granted any legitimate time off request. However, sometime after Officer's A's request and approval, Officers B and C call in sick dropping the staffing level for patrolmen to four and the minimum acceptable staff level happens to be five this shift. The Chief, or his designee, may order Officer A's request cancelled and further request that Officer A must report for this scheduled shift due to the aforementioned problem.

Section 2. Mutuals:

Mutual agreements may be made between officers of the three reliefs, provided they are approved by the Chief or officer designated by him. However, officers may not work back-to-back mutuals within a forty-eight hour period during an officer's regularly scheduled four-day work cycle.

Section 3. Filling of Vacancies:

(a) In the filling of all vacancies except Chief and Deputy Chief, it shall also include filling the vacancy of Sergeant/Relief Commander shall be filled by an officer of rank by hours and seniority.

For example, if a Lieutenant is working on a 12-8, 8-4 or 4-12 shift and the Sergeant takes time off, it is agreed that the Lieutenant shall function as the shift commander rather than replacing at overtime. If no Lieutenant is working and a relief C.O. takes time off, being the only C.O. scheduled for that shift, he will be replaced by a Sergeant/Lieutenant.

ARTICLE XIII- VACATIONS AND HOLIDAYS

Section 1. Vacations:

A full time officer shall be granted one week's vacation with pay after completion of one year; two weeks' vacation after completion of two years; three weeks after completion of five years, four weeks after completion of ten (10) years; five weeks after completion of eighteen (18) years; and six weeks after completion of twenty-five years. However, vacation may be taken at one day at a time, instead of week or weeks as above. However, an employee who wants to take one day vacation shall be required to give at least 32 hours except as provided in Article XII, 1(a) on special. For more than a one-day vacation, seven days notice.

Vacations may also be extended with other time such as holidays or compensatory time, but in no event will the vacation be allowed to extend more than five days before or after such vacation at the discretion of the Chief. These provisions are subject to the seniority terms of Article IV, 2(d).

Employees may take no more than two vacation weeks, consecutively, without a return of a minimum of one week, separating vacation absences unless otherwise approved by the Chief of Police. Not more than two Detectives and one ID Detective specialist shall be granted vacation at the same time without prior approval of the Chief of Police. Excluding the Detective assigned to the District Attorney's Task Force.

When two or more Lieutenants are scheduled 8-4 shift, only one will be allowed time off regardless of the work assignment.

Upon the death of an employee, who is eligible for a vacation under this Agreement, payment shall be made to the estate of the deceased in the amount equal to the vacation allowance earned in the vacation year during which the employee died up to the time of the separation of the payroll. All employees shall select their vacations based on seniority by bidding and signing up for it prior to April 1st.

Section 2. Holidays:

All members shall be entitled to the following paid holidays, regardless if an employee works the day before or the day after said holiday, and regardless of whether the employee works the holiday or not, he/she shall be entitled to a choice of either the pay or the day off.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving
	Christmas Day

Officers who actually work during these holidays for which they are scheduled to work, shall receive as additional time off (but not the choice of additional pay by virtue of this sentence) one-half holiday for each of such holidays worked.

The employee shall indicate his choice of the day off or the pay on an option sheet, which shall be posted for five consecutive days prior to the holiday. The day-off provisions under this Article shall be taken within 90 days after said holiday. Failure to exercise this option shall leave the option of day off or pay to the Chief. However, the employee who is desirous of using a holiday as compensatory time shall give at least 32 hours notice for advanced scheduling, except as provided in Article XII, 1(a) on special leave.

ARTICLE XIV - SICK LEAVE

Section 1. Amount of Leave:

Sick leave shall be granted at the rate of 15 days per year with unlimited accumulation; provided, however, the Board may, in its discretion, grant an advance of additional sick leave. Such sick leave shall be credited at 1-1/4 days per month on the first day of the month. Effective upon ratification of the July 1, 2015 through June 30, 2018 Memorandum of Agreement sick leave will be deducted for officers who leave their shift on an hour for hour basis.

Section 2. Reasons for Personal Sick Leave:

Sick leave for members of the police department shall be granted for personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position. It is current policy that the Town has, at its option, the right to demand a physical examination and/or a medical report in regard to persons who take three consecutive days or more sick leave. This option shall also require the said physical examination and/or obtaining of medical reports for personnel who show a pattern of frequent use of sick days. Said medical examination may be by a physician appointed by the Town and Brotherhood, as set forth in Article VII, and the employee shall fully cooperate and participate therein.

Section 3. Family Sick Leave

Members may use up to seven (7) days each year of their available sick days to be absent from work for reason of the illness or incapacity of a family member. Use of a sick day for this reason will be considered as use of sick leave for purposes of eligibility for the incentive in Article XIV, Section 5. For the period of this agreement, officers using a so-called Family Sick Day will not be subject to the sixteen (16) hour prohibition rule for working details and overtime shifts under Article VI, Section 5(h). Use of Family Sick Leave will not be allowed on December 24, 25, 31 or January 1, without the authorization of the Chief of Police, or his designee.

Section 4. Transfer of Sick Leave:

An employee may transfer to any other employee up to five (5) days of sick leave at the discretion of the Chief.

Section 5. Sick Leave Incentive:

a) For each fiscal year beginning on July 1, a \$125.00 quarterly sick leave incentive may be earned by each employee who does not use a sick day during the three-month quarter. Payment of the incentive will be made at the beginning of the following quarter. If no sick days are used by the officer during the complete fiscal year, an additional \$100.00 bonus will be paid. Personal days, which are used by an employee during the fiscal year and are deducted from allowed sick days, will not affect the payment of this incentive.

Section 6. Sick Leave Incentive/Buyback:

At the time of retirement or separation from employment in good standing, an officer will be compensated at the rate of \$50.00 per day, providing the following conditions are met:

- 1.) Officer must notify the Chief of Police of his/her retirement a minimum of six months in advance and must retire on the established date, exception: Injured on Duty leave qualifying under Chapter 41 §111F or other unforeseeable circumstance.
- 2.) Officer must have a minimum of sixty days accrued sick leave to qualify for this benefit.
- 3.) Maximum amount of sick leave to qualify under this benefit is agreed to be 200 days.

Ex: If an officer has 61 accrued sick days and meets requirement #1, those days will be calculated at \$50 per day, totaling \$3050.00. If an officer has 220 days and meets requirements of #1, 200 of those days will be calculated at \$50 per day totaling \$10,000.00.

ARTICLE XV - BEREAVEMENT LEAVE

Emergency leave without loss of pay up to four days may be allowed for death in employee's immediate family (spouse, father, mother, children, step parents, step children, brother, sister, father-in-law, mother-in-law, grandparents, domestic partner and grandchildren). Emergency leave without loss of pay for one day for the

purpose of attendance at a funeral may be allowed in the event of death of the employee's brother-in-law or sister-in-law, if said day falls within the work day of the employee.

Employees absent from work on bereavement leave shall not be allowed to work any Department overtime until such time as they are returned to full duty (unless a declared emergency exists).

ARTICLE XVI - BLUE CROSS, BLUE SHIELD & PHYSICIANS' SERVICE

The Town shall make weekly deductions for employees' share of health insurance and life insurance. The Town shall provide 52% of the cost of Blue Cross-Blue Shield, individual or family plan, for each member of the bargaining unit. The Town shall provide the cost of the life insurance, as is the present practice.

Co-pay for office visits will be \$10 and emergency room \$50.

ARTICLE XVII - AGREEMENT DELETIONS

It is agreed by the parties hereto that any deletion made in any article, section of an article, or segment of any section of an article, in this Agreement shall in no way be the basis for voiding this Agreement in its entirety, but only that portion which is deleted or amended by reason of legality or arbitration by the parties concerned.

ARTICLE XVIII - BROTHERHOOD DUES

It shall be a condition of employment that on or after the thirtieth (30th) day following employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each member of the bargaining unit shall pay to the Brotherhood an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee for the duration of this Agreement shall be paid monthly.

ARTICLE XIX - PERSONAL DAYS

Effective July 1, 2016, each employee will receive three (3) personal days off to be used at the employee's discretion.

ARTICLE XX - PROMOTIONAL LISTS

The Town hereby grants that promotional examinations will be requested for lieutenants and Captains in odd numbered years and for sergeants in even numbered years.

ARTICLE XXI - EMPLOYEE LIABILITY

The Town hereby agrees to indemnify police employees for judgments or awards consistent with the terms of Chapter 258, Sec. 2, acting within the scope of their authority, including the responsibility for costs of legal representation for police employees.

ARTICLE XXII - SCHOOLING AND TRAINING

For officers applying for schools or training on a date that they are working, their shift will be changed to accommodate the request, if the request is approved. Officers will not receive overtime or compensatory time off. School or training will take the place of scheduled work.

If a request is made for school and/or training which falls within scheduled time off, the officer may be approved for said school and/or training. However, whereas this is a voluntary request on the employee's part, the Town will only reciprocate with compensatory time.

(a) If a request is made for a school or training which falls on an officer's off duty time, he/she may be approved for said training. WHERE THIS IS A VOLUNTARY REQUEST, the Town will change the shift of the employee where applicable and if not applicable, the employee will be compensated with compensatory time at the rate of 1-1/2 times the employee's hourly rate.

(b) If the employee, working a 4 & 2 schedule requests a school that runs five consecutive days, those days which fall on the days off of the employee will be compensated with compensatory time at the rate of 1-1/2 times the employee's hourly rate.

(c) If the employee, working a 4 & 2 schedule requests a school that runs five consecutive days, for a period greater than 2 weeks, that employee shall be deemed to be working a 5 & 2 schedule plus a 3% differential. There will be no overtime compensation for persons falling into the above category

(d) The Town will compensate at a rate of 1-1/2 times the employee pay rate or School Compensatory time for any travel time incurred. The Town shall not compensate for any time used for homework assignments.

(e) If the Town mandates school and/or training on the employee's off duty time, said employee shall be compensated at a time and one-half rate of pay or time and one-half hours of compensatory time.

(f) The Town agrees to make postings for specialist positions where specialized training will be employed with final selection at the discretion of the Chief.

These provisions are subject to the requirements of the Fair Labor Standards Act and any rulings regarding the subject of compensable time, which may be obtained by the Town and the Brotherhood.

ARTICLE XXIII - DRUG AND ALCOHOL TESTING

A. **Probationary Employees.** Employees may be tested periodically during the probationary period with or without reasonable suspicion at such times as may be determined by Chief.

B. **Absence from Duty.** An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be

tested once within the first seven (7) calendar days after his return to active duty. Employees may make a timely appeal of the Chief's decision that he/she be tested to the Town Administrator.

C. Serious Incidents. An employee involved in an incident on the job which involves serious property damage, is life threatening, or involves serious bodily injury may be tested where the Chief has reasonable belief that the incident was within control of the employee.

D. Reasonable Suspicion. An employee may be tested after a determination by the Chief or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

E. Procedures.

1. Hair samples and urine samples, which requested by the Chief will be taken at and by an approved testing facility determined by mutual agreement outside the Town of Dartmouth.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987 and as updated.

Testing officer will maintain the sterility of the sample (split) and the integrity of the sampling procedure by executing the chain of custody process for the sample given and all related documentation. If a test result is positive, a split sample shall be reserved for independent analysis.

3. The employee to be tested will be interviewed by the technician who will be taking the sample to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.

4. The report result will only be available to the Chief and Town Administrator. Test results will be made available also to the employee upon request. Employees having negative drug test results shall

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

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug testing. The employees will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. The employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified to report to the Chief just prior to the employee being taken to the testing facility. Advanced notification of the testing will not be given; this is to insure the integrity of the test.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing. The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

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

F. Discipline. An employee with a positive confirmatory drug, and/or alcohol screening result may be suspended from employment under a just cause standard pursuant to the Collective Bargaining Agreement except as provided under Paragraph G. Upon the employee's return they will be subject to random drug tests for the following 24 months. An employee with two (2) positive confirmatory drug and/or alcohol screening result with a five (5) year period will be discharged from employment.

G. Rehabilitation Program. An employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program will be retested randomly once every quarter for the following twenty-four (24) months. Any employee who does not successfully complete the rehabilitation program will be subject to discipline, including discharge under a just cause standard pursuant to the Collective Bargaining Agreement.

Treatment and rehabilitation shall be paid by employee's insurance program. If the employee is a member of the Town insurance program and the insurance plan does not cover rehabilitation the Town will pay for the cost.

Employees will be allowed to use their accrued leave and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action per this agreement.

ARTICLE XXIV - MINIMUM MANNING

The following minimum personnel shall be required on each relief: Four patrolmen, plus one relief commander.

ARTICLE XXV - SAFETY AND HEALTH

In the disposition of emotionally disturbed prisoners to institutions under the jurisdiction of the Massachusetts Department of Mental Health, the Greater New Bedford Mental Health Center and other crisis intervention centers, said transportation may require, at the discretion of the Chief, the utilization of a police officer as driver and two additional officers.

ARTICLE XXVI - NIGHT DIFFERENTIAL

A shift differential shall be added to the base salary of all persons regularly scheduled to duty on the first and third shifts. Shift differential will also apply to those persons working a split shift where two or more regularly scheduled shifts are on the first or third shifts. Such shift differential shall be paid at 4%.

An officer who is absent from duty for five consecutive tours or duty for illness reasons, other than a work-related injury under M.G.L. c. 41, Sec. 111F, will not be paid the night shift differential beginning with the sixth (6th) consecutive tour.

ARTICLE XXVII - SERVICE-CONNECTED INJURY

(a) Whenever a police officer is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, or a police officer assigned to special duty by his/her superior officer, whether or not he/she is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity in accordance with Massachusetts General Laws, Chapter 41, Sec. 111F; provided that no such leave shall be granted for any period after such police officer has been retired or pensioned in accordance with law; or for any period after a physician designated by the Town determines that such incapacity no longer exists pursuant to MGL c.41, Sec. 111F.

The Chief is authorized to grant provisional leave with pay for police officers who request benefits under this subsection for injuries sustained in the performance of duty. The Chief may grant such provisional leave for any period up to (60) days without prejudice to a later determination that so-called "injured on duty" benefits are not merited. If the Chief later determines that such "injured on duty" benefits are not to be granted,

after having allowed a period of provisional leave, such provisional leave shall not later be charged to accrued sick leave or other earned leave, nor shall the Chief's denial of "injured on duty" benefits prejudice the police officer's subsequent claim for benefits under this Article. The Chief may place any officer receiving benefits for injury sustained in the performance of his duty on a five and two schedule to facilitate medical treatment associated with injury.

(b) The said leave shall also terminate when a physician appointed by the Town determines that the police officer is capable of performing some limited (less than full) police duties on either a full-time or less than full-time basis provided that there is no disagreement with that determination by the police officer's attending physician. In the event of any such disagreement between the Town's appointed physician and that police officer's attending physician, the Town and the police officer, with the assistance of their respective physicians if they so desire, shall mutually agree upon a third impartial physician who is a specialist in the field of medicine in which the police officer's injury falls. The Town shall pay all of the costs and expenses incurred in connection with the examination of the police officer by the third physician whose determination shall be binding upon both the Town and the police officer. Until such time as the third impartial physician renders a determination that the police officer is capable of performing some limited police officer duties on either a full-time or less than full-time basis, he/she shall continue to be on injured leave pursuant to Chapter 41, Sec. 111F, of the General Laws.

(c) No such paid leave shall be granted or continued for any period of time after (1) the physician determines that the police officer is capable of performing limited police duties on either a full-time basis; (2) the Chief, in his sole discretion, determines that a position is available for which the police officer is capable of performing, and assigns him/her to fill the position; and (3) the police officer fails to perform the prescribed duties within the range of the "Limited Duty Tasks" hereinafter set forth.

An officer cleared for light duty is subject to assignment to the shift where the Chief of Police determines that there is a need and limited duty tasks available: ex: an officer who has a bid assignment to the 12-8 relief, placed on limited duty, it will be left to the discretion of the Chief of Police to assign him/her to any relief where his/her services may be best utilized for the duration or any part thereof, of his/her limited duty assignment as has been done in past practice.

It is also agreed that an officer who has bid 8-4 or 4-12 will not be assigned to the 12-8 shift, as a light duty assignment.

Assignment to limited duty tasks may be changed or terminated at the sole discretion of the Chief and shall not be subject to the posting provisions in Article IV.

(d) The following list of job duties and functions include, but are not limited to, the types of work of which assignments will be made:

- Clerical
- Answering telephone
- Dispatching
- Typing
- Filing
- Citizen assistance
- Telephone operator
- Fingerprinting
- Photocopying
- Issue firearm permits
- Disseminate accident and burglary reports
- Assist in operation identification
- Assist in property and evidence room
- Or any similar limited or light duty task that may arise in an unforeseen or emergency situation, in which the Police Department is required to perform tasks beyond its normal functions.

(e) Once a police officer has been recalled to limited duty status, he/she shall remain in such status either until such time as he/she is medically determined to be capable of returning to full duty status or unless he/she is re-injured in which case he/she will be required to comply with all of the procedures that are regularly followed when a police officer goes out on injured leave pursuant to Chapter 41, Sec. 111F of the General Laws.

(f) This Article is not intended to affect retirement standards for medical reasons or otherwise.

(g) Police employees who have been out of work for reasons which are not job-related under M.G.L. c. 41, Sec. 111F, and/or this Article, may also be eligible to return to work and assume limited duty tasks at the discretion of the Chief.

ARTICLE XXVIII- PERSONNEL FILES

There will be one official personnel file for each employee maintained in a central location. Individual notes and files maintained by supervisors that contain derogatory information regarding an employee will not be used in making personnel decisions unless a copy is also contained in the official file to which the employee has access.

No material derogatory to an employee's conduct, service, or character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such

signature does not indicate agreement with its contents, but merely signifies that the employee has read the material to be filed in his or her personnel file.

The employee shall have the right to answer any material filed and his answer shall be attached to the file copy in his personnel file.

Any employee shall have the right, on request at reasonable times, to examine all material in his or her personnel file. A copy of such material shall be furnished the employee at his or her request and at his or her expense for photocopies.

ARTICLE XXIX- MATERNITY LEAVE

Every female employee shall be entitled to six- (6) months maternity leave and she shall be paid therefore to the extent that she has available accumulated sick leave. Said maternity leave shall not affect the employee's right to receive vacation time, advancement, seniority, length of service credit, benefits, and any other advantages or rights of her employment condition. She shall be entitled to return to the same job or similar one when she returns from the six (6) month maternity leave. She shall be entitled to commence and end her leave upon the decision of the woman and her physician and subject to the Chief's approval. She should be entitled to use sick leave benefits for maternity leave under the same terms and conditions which apply to other temporary medical disabilities, and she should be allowed to use her vacation time for this purpose. The Town and the Brotherhood acknowledge that the Family Medical Leave Act (FMLA) may provide additional rights and benefits, which each employee is afforded.

ARTICLE XXX - PERFORMANCE EVALUATION

There shall be an annual evaluation system of members of the Police Department whose results shall not be used for disciplinary reasons, increases in salary, shift and area assignments.

Within the uniform division, the evaluator for each officer shall be rotated each year with one evaluator no more than once in a three-year period. Officers may make written response or comments to the completed evaluation, which shall be attached to the evaluation and maintained with the Department's file copy. Officers are to be notified when evaluations are proceeding. See Exhibit 1 attached.

ARTICLE XXXI - NALOXONE ADMINISTRATION

All department members will administer Naloxone after appropriate training, to members of the community if needed.

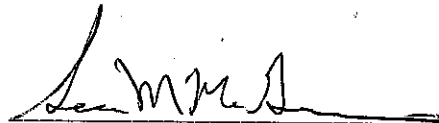
ARTICLE XXXII - DURATION

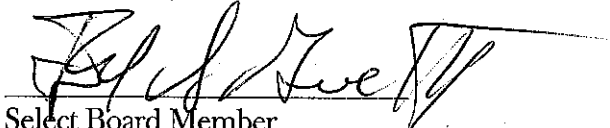
This Agreement shall remain in full force and effect for a period from July 1, 2015 through June 30, 2018. Either party may reopen this Agreement for amendments or changes to be effective July 1, 2018 by giving written notice to the other party prior to February 15, 2018. Except for those Articles, which have been submitted for reopening, this Agreement shall continue in full force and effect beyond July 1, 2018.

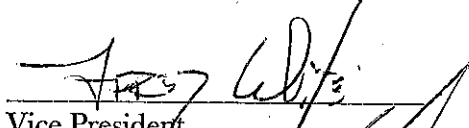
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives on the day and year first above written.

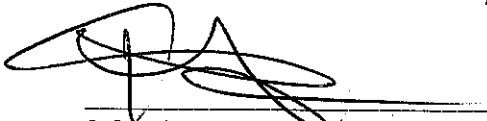
TOWN OF DARTMOUTH, MASSACHUSETTS DARTMOUTH POLICE BROTHERHOOD

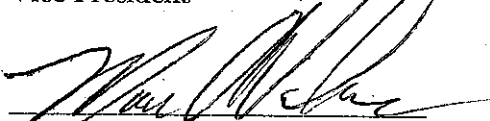

Select Board Member



President

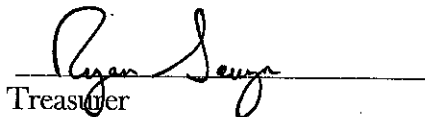

Select Board Member



Vice President

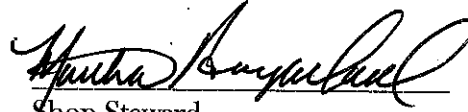

Select Board Member


Secretary


Select Board Member


Treasurer


Select Board Member


Shop Steward


Chief of Police


Executive Administrator

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FY16

2% COLA (52.4)

Patrolmen

	<u>5 & 2</u>			<u>4 & 2</u>		
	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
First Step	\$38,311.83	\$731.14	18.2787	\$36,013.29	\$687.28	17.1819
Second Step	\$47,802.22	\$912.26	22.8065	\$44,918.85	\$857.23	21.4308
Third Step	\$57,790.50	\$1,102.87	27.5719	\$54,296.03	\$1,036.18	25.9047
Fourth Step-After 7 years	\$59,524.21	\$1,135.96	28.3989	\$55,924.91	\$1,067.27	26.6816
Fifth Step-After 12 years	\$60,680.02	\$1,158.02	28.9505	\$57,010.83	\$1,087.99	27.1998

(15% above PF)

Sergeants 1-Yr 1 thru 7	\$66,459.08	\$1,268.30	31.7075	\$62,440.45	\$1,191.61	29.7904
Sergeants 2-After 7 years	\$68,452.84	\$1,306.35	32.6589	\$64,313.65	\$1,227.36	30.6840
Sergeants 3-After 12 years	\$69,782.03	\$1,331.72	33.2932	\$65,562.46	\$1,251.19	31.2798

(15% above Sgts)

Lieutenants 1-Yr 1 thru 7	\$76,427.94	\$1,458.55	36.4638	\$71,806.50	\$1,370.35	34.2587
Lieutenants 2-After 7 years	\$78,720.77	\$1,502.30	37.5577	\$73,960.69	\$1,411.46	35.2867
Lieutenants 3-After 12 years	\$80,249.34	\$1,531.48	38.2870	\$75,396.83	\$1,438.87	35.9719

FY17

2% COLA (52.2)

Patrolmen

	<u>5 & 2</u>			<u>4 & 2</u>		
	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
First Step	\$48,758.26	\$934.07	23.3518	\$45,817.23	\$877.72	21.9430
Second Step	\$58,946.31	\$1,129.24	28.2310	\$55,381.95	\$1,060.96	26.5240
Third Step	\$60,714.69	\$1,163.12	29.0780	\$57,043.41	\$1,092.79	27.3198
Fourth Step-After 7 years	\$61,893.62	\$1,185.70	29.6425	\$58,151.05	\$1,114.00	27.8500
Fifth Step-After 12 years	\$63,131.49	\$1,209.42	30.2355	\$59,314.07	\$1,136.28	28.4070

(15% above PF)

Sergeants 1-Yr 1 thru 7	\$69,821.90	\$1,337.58	33.4395	\$65,599.92	\$1,256.70	31.4175
Sergeants 2-After 7 years	\$71,177.67	\$1,363.56	34.0890	\$66,873.71	\$1,281.11	32.0278
Sergeants 3-After 12 years	\$72,601.22	\$1,390.83	34.7708	\$68,211.18	\$1,306.73	32.6683

(15% above Sgts)

Lieutenants 1-Yr 1 thru 7	\$80,295.19	\$1,538.22	38.4555	\$75,439.90	\$1,445.21	36.1303
Lieutenants 2-After 7 years	\$81,854.33	\$1,568.09	39.2023	\$76,904.77	\$1,473.27	36.8318
Lieutenants 3-After 12 years	\$83,491.42	\$1,599.45	39.9863	\$78,442.87	\$1,502.74	37.5685

FY18

1.25% COLA (hourly) 52 weeks

Patrolmen

	<u>5 & 2</u>			<u>4 & 2</u>		
	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
First Step	\$49,358.40	\$949.20	23.73	\$46,384.00	\$892.00	22.30
Second Step	\$59,675.20	\$1,147.60	28.69	\$56,076.80	\$1,078.40	26.96
Third Step	\$61,464.00	\$1,182.00	29.55	\$57,761.60	\$1,110.80	27.77
Fourth Step-After 7 years	\$62,670.40	\$1,205.20	30.13	\$58,884.80	\$1,132.40	28.31
Fifth Step-After 12 years	\$63,918.40	\$1,229.20	30.73	\$60,049.60	\$1,154.80	28.87

(15% above PF)

Sergeants 1-Yr 1 thru 7	\$70,699.20	\$1,359.60	33.99	\$66,414.40	\$1,277.20	31.93
Sergeants 2-After 7 years	\$72,072.00	\$1,386.00	34.65	\$67,704.00	\$1,302.00	32.55
Sergeants 3-After 12 years	\$73,507.20	\$1,413.60	35.34	\$69,056.00	\$1,328.00	33.20

(15% above Sgts)

Lieutenants 1-Yr 1 thru 7	\$81,307.20	\$1,563.60	39.09	\$76,377.60	\$1,468.80	36.72
Lieutenants 2-After 7 years	\$82,867.20	\$1,593.60	39.84	\$77,875.20	\$1,497.60	37.44
Lieutenants 3-After 12 years	\$84,531.20	\$1,625.60	40.64	\$79,414.40	\$1,527.20	38.18