

Tom

**THREE YEAR
LABOR AGREEMENT
BETWEEN
THE TOWN OF CHILMARK
AND CERTAIN
MEMBERS OF THE
CHILMARK POLICE DEPARTMENT**

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2007 Detail Rate \$40

COLLECTIVE BARGAINING AGREEMENT

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PREAMBLE

This Agreement is between the Town of Chilmark, Massachusetts, acting through its Board of Selectmen (hereinafter referred to as the Town or Employer), and certain members of the Chilmark Police Department (hereinafter referred to as the Unit or Employee(s)) as of the date set forth below.

ARTICLE 1 – Recognition

The Town recognized the Unit as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for the following bargaining unit:

All permanent full-time patrolmen, and Sergeants, excluding the Chief of Police and all others.

A written list of the Unit bargaining committee representatives and other representatives shall be furnished to the Chief of Police and Board of Selectmen following their designation or election, and the Unit shall notify the Town of any changes as soon as they occur.

ARTICLE 2 – Grievance and Arbitration

Section 1: A grievance shall be defined as a dispute involving the interpretation, application, or alleged violation of the express provisions of this Agreement. No matter within the exclusive jurisdiction of the Civil Service Commission, Board of Selectmen, Chief of Police or of any Retirement Board established by law shall be subject to grievance hereunder except as in Section 4 of this Article.

Section 2: Grievances shall be processed in the following manner:

Step One, Chief of Police: The grievance shall be presented in writing to the Chief within (5) days of when the grievant first knew or should have known the incident upon which the grievance is based. The Chief shall answer the grievance in writing.

Step Two, Board of Selectmen: If the matter has not been resolved at Step 1, it may be presented in writing to the Board of Selectmen within five (5) days after receipt of the written answer by the Chief or within ten (10) days after the presentation of the grievance to the Chief, whichever occurs first. The Selectmen shall answer the grievance in writing.

Step Three, Arbitration: If the matter has not been resolved in Step 2, it may be submitted to arbitration by the Unit, and only the Unit, within twenty (20) days after the receipt of written answer by the Board of Selectmen, or within thirty days of after presentation of the grievance to the Selectmen, whichever comes first. Submission to arbitration shall be accomplished by a letter addressed to the Massachusetts Board of Conciliation and Arbitration, postage prepaid, with a copy to the Board of Selectmen. The arbitrator shall be chosen from a panel under the rules of the Massachusetts Board of Conciliation and Arbitration. The cost shall be shared equally by all parties.

Section 3: Time Limits: Failure by the Unit to initiate and process a grievance in accordance with the time limits established in Section 2 shall be deemed a waiver of the grievance. The parties may agree in writing to extend any of the time limits specified herein.

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MCP
LH
MWD

Section 4: An employee with twelve (12) months or more of continuous full-time service in the bargaining unit who claims that they have been suspended, dismissed, removed or terminated without just cause, shall be entitled to their remedies (if any) under Civil Service law and rules, or if they and the Unit so elect, under the grievance and arbitration provisions of this Agreement in which case such provisions shall be the exclusive procedure pursuant to the General Laws, Chapter 150E, Section 8.

Section 5: Notwithstanding any provision of this Agreement to the contrary, any dispute concerning the discipline or discharge of a probationary employee with less than twelve (12) months of continuous service following graduation from the academy shall not be subject to the grievance and arbitration procedure.

Section 6: The occurrence or failure of occurrence of any incident prior to the execution date of this Agreement shall not constitute a violation of the Agreement and shall not be subject to grievance and arbitration.

Section 7: Failure by the Chief or Selectmen to respond in a timely manner shall be deemed a denial.

ARTICLE 3 – Compensation

Section 1: Employees covered by this agreement shall be subject to the Town's current compensation plan.

ARTICLE 4 – Overtime

Section 1: All authorized hours beyond 40 hours in any week shall be compensated at time and one-half the straight time hourly rate.

Section 2: If after completing the scheduled tour of duty, an employee is called back to work, the employee shall receive time and one-half the employee's hourly rate for all such work performed, and shall not be paid for less than three (3) hours.

Notwithstanding the provisions of the prior paragraph, it is understood that the three (3) hour guarantee does not apply to the following:

When an employee is called in early to work prior to starting time of the employee's scheduled tour of duty and works continuously from the time the employee reports for the normal scheduled tour of duty, in which event, such employee shall receive overtime pay only for the overtime hours worked prior to the commencement of such tour.

When an employee performs overtime service beyond the scheduled time for conclusion of the employee's regular shift due to exigencies of the workday (i.e.: an accident, investigation, etc.), the employee shall be paid on an overtime basis for only such time in which the overtime is actually worked.

Section 3: Overtime assigned to employees in the Chilmark Police Department shall be distributed on a fair and equitable basis. Overtime refused shall be considered overtime worked for the purpose of fair and equitable distribution. Where there are insufficient full-time officers who volunteer to work overtime and, in the Chief's judgment, the needs of the department require

overtime service, employees may be required to perform overtime service or the work may be assigned to persons outside the bargaining unit.

It is understood that the fair and equitable distribution of overtime shall not prevent the Chief of Police from assigning a particular officer to a particular situation requiring special skills (i.e.: investigative work, photography, firearms etc.).

Section 4: The Department shall maintain a list of overtime hours worked, and such list shall be posted in the police station. The Unit or its agents shall have the right to examine such list at any time provided there is no interference with Department operations.

Sections 5: Compensation for overtime when traveling off-island shall begin and end only as mutually agreed upon by the employee and Chief of Police or designee.

Section 6: Nothing in this Agreement shall interfere with the Employer's management right to assign work to temporary officers, part-time officers, seasonal or special officers as the needs of the department require. The Town agrees to give regular full-time employees covered by this Agreement the right of first refusal of all shifts normally worked by full-time permanent officers before it is assigned to special police officers.

ARTICLE 5 -- Holidays

Section 1: the following eleven (11) days shall be considered as paid holidays:

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

In addition, those half-days before Thanksgiving, Christmas and New Year's Day, shall be considered as paid half-day holidays.

Section 2: Holidays shall be paid as follows:

When an officer's scheduled day of work falls on a holiday listed in Section 1, and the officer works that holiday, the officer shall receive, in addition to the officer's regular weekly pay, overtime for the hours actually worked on the holiday or equal hours of compensatory time off, or a combination of overtime pay and compensatory time off.

When an officer is scheduled to work on a holiday listed in Section 1, and the officer chooses to take the Holiday off, the officer shall be paid for the holiday at a straight hourly rate.

When an officer is scheduled to be off duty on a holiday listed in Section 1, the officer shall, in addition to the officer's regular weekly pay, receive a compensatory day off at a straight hourly rate.

ARTICLE 6 -- Vacations

Section 1: Each officer who has successfully completed the required Department probationary period shall receive the vacation hours shown below for each year following the listed anniversary date of employment until the next anniversary date shown below, and shall no longer be subject to the vacation accrual provisions in the Town of Chilmark's Personnel By-law. At the

*By law
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beginning of each fiscal year, each such officer who is a member of the Unit as of the initial date of this agreement shall be credited with the full vacation hours for that fiscal year, provided that the vacation hour increases shown below shall not be credited until the anniversary date reached. Any such officer who becomes a member of the Unit after the initial date of this agreement shall have vacation hours credited in accordance with the Town of Chilmark's Personnel By-Law.

first (1 st) anniversary date:	Eighty (80) hours
fifth (5 th) anniversary date:	One hundred twenty (120) hours
tenth (10 th) anniversary date:	One hundred sixty (160) hours
twentieth (20 th) anniversary date:	Two hundred (200) hours
twenty-fifth (25 th) anniversary date:	Two hundred forty (240) hours

ARTICLE 7 – Paid Details

Section 1: Extra work details shall be posted as far in advance as possible in a conspicuous place within the police station. Paid details will be equitably and impartially distributed among the officers pursuant to a chart wherein the full-time officer with the lowest number of detail hours shall be given the first opportunity to work and, if none is available, to other officers. Detail refusals shall be counted as detail hours worked. For purposes of determining the fair and equitable distribution of details, new lists of detail hours shall begin on July 1 of each year.

All employees and categories of officers who shared in paid detail opportunities prior to this Agreement shall continue to share in their fair and equitable distribution. In addition, the Chief of Police shall be entitled to share in paid detail opportunities on the same basis as full-time officers.

Section 2: The rate of pay for all third party details shall be the equivalent paid rate to the State Police doing the same work. Written notice of any changes of rate for State road detail work and the effective date of said changes shall be provided to the Chief of Police. After verification of the new rate by the Chief of Police, the Chief shall notify the Selectman's office in writing of the rate change. The rate change will only become effective upon the date of receipt of said change by the Selectman's office and will not apply to any detail worked prior to the date of said receipt. Where a third party detail exceeds four (4) hours, the minimum pay shall be eight (8) hours at the State Police Rate. Where a third party detail exceeds (8) hours, the officers shall be paid one and one-half (1&1/2) times the State Police rate for those hours worked beyond eight (8).

Section 3: Town Details: Officer who work details for Town Departments shall be paid either the going Detail Rate or the officer's hourly overtime rate (whichever is less). The minimum rate for Town details will be for four (4) hours, then charged hourly for every hour after four (4).

Section 4: Officers are responsible to submit the billing for paid details to the entity responsible for the paid detail's cost. Payment received for details shall be received by the Town and the appropriate amount paid to the Officer involved promptly thereafter.

Section 5: Mandatory overtime and court time shall supersede paid details assignments.

ARTICLE 8 – Clothing and Equipment

Section 1: The Town shall supply each new employee covered by this Agreement with a complete initial issue of the required uniform and equipment.

Section 2: Subsequent to the first twelve (12) months of employment and during each fiscal year following the initial year of employment, employees shall have the replacement, cleaning, repair and maintenance of articles of uniform and equipment covered by a Department "voucher" system in the amount of six hundred and fifty dollars (\$650.00) per fiscal year.

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Section 3: Articles of uniform and equipment requiring replacement under the voucher system must meet Department specifications.

Section 4: Employees who have exhausted their uniform voucher moneys shall be required to maintain their uniforms from their own funds where necessary should their uniform and equipment be found deficient.

Section 5: Full reimbursement shall be made for fitted body armor in addition to the uniform allowance, as long as it is used regularly. The type of body armor purchased must be approved by the Chief of Police and must meet department specifications.

ARTICLE 9 – Contract Negotiations

Section 1: All employees, covered under this agreement, serving as members of the negotiating committee, for the purpose of negotiating all hours, wages and conditions of employment, shall be allowed reasonable "time off", to negotiate the agreement, with pay, and without being required to make up such time. The negotiating committee shall be limited to not more than three members of the bargaining unit, no more than one of whom shall be paid duty while serving on the negotiating committee.

Section 2: The employee who is designated by others in the Unit, with notification to the Board of Selectmen and the Chief of Police, to seek and settle all grievances and to protect the interest of the bargaining unit shall be allowed reasonable "time off", with pay, for relevant activities taking place in the Town, or appearances before official boards or arbitration panels relating to the grievance and without having to make up such time. In addition, the same shall apply when providing any law enforcement officer with Unit representation, when that officer is under investigation or interrogation.

Section 3: Any employee exercising the duties of Sections 1 and 2 above shall do so in full communication with the Chief of Police or designee, and in consideration of the public safety requirements of the department.

Section 4: Any and all violations of this provision shall be deemed grounds for filing a grievance, in accordance with the grievance procedure, as outlined in this Agreement. The final disposition shall be binding on all parties.

ARTICLE 10 – Duration

This agreement shall be effective for a term of three years from its effective date. Unless either party provides at least ninety (90) days notice of its intent to terminate this Agreement at the end of a three year term, the terms of this Agreement shall continue for consecutive three year periods beyond its effective date. Even if the Agreement is terminated, the Town will not make changes in any existing past practices without providing notice to the Unit, affording the Unit the opportunity to request bargaining, and if so requested, negotiating in good faith as required by law.

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This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term or by mutual agreement.

ARTICLE 11 – Miscellaneous

Section 1: If a member of the unit has accumulated sick leave in accordance with the Town Personnel By-Law, and worked for the town for at least (5) years at the time of death, retirement or resignation members in good standing shall be compensated for sick leave which has been credited but not used as the following rates:

Five (5) – Ten (10) years of continuous employment – Twenty-five (25) percent
Ten (10) or more years of continuous employment – Fifty (50) percent

Section 2: Officer-in-Charge Pay: A full-time permanent police officer assigned by the Chief of Police or designee to take command of any shift where there are no superior officer on duty, providing there is one or more other officers also working on said shift, shall be paid a nine (9) percent differential over and above their regular hourly rate of pay. Said differential shall not be treated as part of the base pay for any purposes.

✓ Section 3: Except as herein provided, the Unit will enjoy all the benefits of the Town's personnel bylaws and be subject to its terms.

✓ Section 4: Officers shall have a cap of one hundred twenty (120) days sick leave accrual.

Section 5: Personal Leave shall be Three (3) Days per fiscal year with no accrual or carry forward from year to year..

Section 6: Officers who maintain their defibrillation certification, who are not EMT's shall receive an additional three hundred (300) dollars annually. Said incentive pay shall not be treated as part of the base pay for any purposes.

Signed and sealed this 15th day of August, 2006 (the "Initial Date") between the Town and the Unit.

Town of Chilmark
Police Department

By its Board of Selectman







