

**COLLECTIVE BARGAINING AGREEMENT
TOWN OF GROVELAND
MASS C.O.P. Local 420
(PATROL OFFICERS)**

JULY 1, 2017 – JUNE 30, 2020

The following constitutes a collective bargaining agreement between the Town of Groveland, hereinafter referred to as the "Town" and MASS C.O.P. Local 420, hereinafter referred to as the "Union" as to wages, hours of work, and any and all other terms and conditions of employment as referred to in Massachusetts General Laws, Chapter 150E.

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, this Agreement is made and entered into this 15th day of April, 2014 by and between the Town of Groveland, hereinafter the "Town", and MASS C.O.P. Local 420, hereinafter the "Union". The rights of the Town and the Employees, covered by this agreement, of the Police Department as further detailed herein shall be governed by the provisions of this Agreement and said Agreement shall be observed for the orderly settlement of all questions.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

Section 1. The Town recognizes the MASS C.O.P. Local 420 as the exclusive bargaining representative for all full-time, regular patrol officers, sergeants, and lieutenants of the Police Department for the Town of Groveland, excluding the Chief of the Department, Officers with the rank above lieutenant, part-time employees, office or clerical employees, auxiliaries, reserve officers, special officers, and all other employees of the Town.

Section 2. The term "patrol officers" as used in this agreement refers to each member of the bargaining unit.

Section 3. The Town agrees that it shall not attempt to enter into individual agreements with Employees covered by this agreement, and that no such agreements shall be made, and any such agreements made shall be deemed to be null and void for the purposes of this bargaining unit.

ARTICLE II

UNION SECURITY

The Town of Groveland agrees not to discharge, discipline, or discriminate in any way against any employee covered by this Agreement because of Union membership or activities.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. This Agreement has not been designed to violate any Federal, State, or County laws nor shall anything in the Agreement be interpreted as diminishing the rights of the Town to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted, particularly under the provisions of M.G.L.A. Chapter 41, Section 97A, except as may be provided by this Agreement.

Section 2. All job benefits heretofore enjoyed by the patrol officers and sergeant(s) will continue under the conditions upon which they had previously been granted. This Agreement shall not be construed to deprive patrol officers or sergeant(s) of any benefits or protection granted by the Laws of the Commonwealth of Massachusetts.

Section 3. The Union agrees that neither it, nor any of its officers or agents, will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services during the life of this Agreement.

Section 4. Should any patrol officers or group of patrol officers and/or sergeant(s) covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means, including a public written statement, to induce such patrol officers or group of patrol officers and/or sergeant(s) to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

ARTICLE IV

DUTIES OF PATROL OFFICERS

The duties of the patrol officers of the Police Department shall consist of:

- (a) Protection of person and property
- (b) Prevention of crime
- (c) Apprehension and prosecution of criminals
- (d) Traffic control
- (e) To follow all orders and regulations of the Police Department and to perform relative work as required.

DUTIES OF SERGEANT(S)

Duties of the Sergeant(s) as outlined under the Groveland Police Department Policy and Procedure Manual.

DUTIES OF LIEUTENANT

Duties of the Lieutenant as outlined under the Groveland Police Department Policy and Procedure Manual.

ARTICLE V

PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS

The Town shall deduct weekly Union dues and assessments from the earned wages of each Employees covered by this agreement in such amount as is determined by the Union, provided however, that no such deduction shall be made from any Employees covered by this agreement's wages unless he shall authorize such deduction on an appropriate form, copy of which shall be submitted to the Town.

ARTICLE VI

UNION BUSINESS LEAVE

All Employees covered by this agreement covered by this Agreement who are elected officers of the Union or who are appointed by the Union, as members of the Union's collective bargaining negotiation team, shall be allowed time off up to two (2) days annually for official Union business, negotiations, grievances, or conferences with the Town Administration and/or the Chief of Police, without loss of pay or benefits and without requirements to make up said loss of time.

ARTICLE V

GRIEVANCE PROCEDURE - ARBITRATION

Section 1. Complaints, disputes, or controversies of any kind arising between one or more employees and the Town or its representatives concerning fines, suspensions, discharges, or other disciplinary action, working conditions, wages, benefits, and all other terms of employment referred to in the Agreement or provided by statute, charter provisions, by-law, rule, regulation, or policy not in conflict with the Agreement, shall be processed as a grievance.

Section 2. Grievances shall be processed as follows:

Step 1: The Union shall submit the grievance in writing to the Chief of Police. The Chief shall answer the grievance within three (3) days in writing. If the grievance is not settled at this step, it shall be referred to:

Step 2: The Board of Selectmen shall have ten (10) working days to answer.

Step 3: In the event that Steps 1 and 2 fail, the grievance may be submitted to an impartial arbitrator. If the parties do not agree upon an impartial arbitrator, the grievance shall be submitted to the Massachusetts State Board. The fee and expenses of an impartial arbitrator shall be shared by both parties. The Union shall notify the Board of Selectmen of its intent to file for arbitration at least five (5) working days prior to its actual submission.

Step 4: A grievance shall be deemed waived unless:

- (a) Submitted to the Chief within five (5) working days after the occurrence of the incident upon which the grievance is based;
- (b) Submitted to the Board of Selectmen within five (5)

- working days after the Chief's answer is due;
- (c) Submitted to arbitration within five (5) working days after the Board of Selectmen's answer is due;
- (d) Unless mutually agreed by the parties to extend time limits.

ARTICLE VIII

BULLETIN BOARDS

The Town shall provide bulletin board space in the police station in an appropriate area for the posting, by the Union, of notices regarding Union business and activities, such bulletin board shall be of a design and placed in an area approved by the Chief of Police.

ARTICLE IX

PAID HOLIDAYS

Section 1. The provisions of General Laws (Ter. Ed.) Chapter 147, Section 17A shall be applied, providing pay for each of the holidays specified in said statute, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	(1) Floating Holiday

In addition to those holidays specified in said statute, the employees shall be entitled to any specially declared or State holidays which occur in the course of the calendar year, it being the intention of this section of providing paid holidays to comply with Chapter 147, Section 17A and any amendments that may affect said Section 17A during the term of this Agreement.

Section 2. All employees shall receive eight (8) hours straight time pay for all holidays specified in Section 1 of this Article. Employees scheduled to work a holiday shall be paid an additional rate of one and one-half (1-1/2) times their regular hourly wage.

Section 3. If the holiday occurs within an employee's vacation period or during a regularly scheduled day off, it shall not be counted as a vacation day and the employee shall be entitled to a compensatory day off.

ARTICLE X **VACATIONS**

Section 1. All employees covered by the Agreement shall be entitled to the following vacation without loss of pay:

- (a) From one (1) through five (5) consecutive years - ten (10) working days;
- (b) From five (5) consecutive years through six (6) consecutive years - fifteen (15) working days;
- (c) From six (6) through fifteen (15) consecutive years an employee will gain one (1) day each year to a maximum of twenty-five (25) working days.

Effective July 1, 2009, an additional 5 days of vacation as follows: Patrol officers and/or sergeants who have completed fifteen (15) years shall earn one (1) day each year for years 16 through 20 for maximum of thirty (30) days of vacation with pay. (See Section 5 below)

Section 2. Vacation periods shall be selected by the Employees covered by this agreement within their ranks. Said selection shall be designated by the Chief of Police and will be subject to his approval, which approval shall not be unreasonably withheld, but this vacation designation shall not interfere with vacations of senior police officers.

Section 3. The annual vacation period shall consist of the fiscal year July 1st through June 30th. A maximum of ten (10) unused vacation days may be carried over to the next fiscal year.

Section 4. Vacation time may be taken by the week, by weeks, by the day, or by the half day (four hour minimum), at the discretion of the Chief of Police.

Section 5. Employees covered by this agreement will be given the option of taking the additional five days either in time off or in pay, provided advance notice is given to the Chief of Police for budgeting purposes

ARTICLE XI

COURT TIME

Section 1. Employees covered by this agreement who are required to attend Court on behalf of the Commonwealth in criminal and civil cases, including conferences with prosecuting officials and hearing on complaints, will be paid for all hours spent in Court at the rate on one and one-half (1 1/2) times the patrol officers's regular salary. A minimum of four (4) hours time shall be paid for appearances in the District Court and a minimum of six (6) hours time shall be paid for appearances in Superior Court and civil cases.

Section 2. Employees covered by this agreement who are required to attend other proceedings associated with their employment, such as but not limited to, inquests, autopsies, and Registry of Motor Vehicle hearings during their off-duty hours shall be paid at one and one-half (1 1/2) times their regular salary for actual time spent, with a minimum of two (2) hours pay.

Section 3. The Chief of Police or his designee shall sign all complaints.

Section 4. Officers attending court and other proceedings associated with their employment will wear proper attire including necktie, suit jacket or sports coat.

ARTICLE XII

WORK WEEK - WEEK SCHEDULE

Section 1. All Employees covered by this agreement shall adopt the so-called 4 and 2 system, which provides that a Employees covered by this agreement shall work four (4) consecutive days then shall be off duty for two (2) consecutive days, and shall then resume their work cycle. Employees on special assignments, who work other than a rotation of four (4) days on and two (2) days off, shall average the same number of total days off per year.

The rank of Lieutenant shall work a 5/2 shift with the hours of Monday thru Friday 7:00 AM to 3:00 PM with weekends and holidays off and will receive five (5) additional compensation days as a result of an administrative shift assignment.

Section 2. The department work shift hours will be:

7:00 AM to 3:00 PM
3:00 PM to 11:00 PM
11:00 PM to 7:00 AM

Section 3. The regular workweek shall start on Friday at 12:01 AM.

Section 4. When a regularly scheduled shift becomes vacant, patrol officers in the bargaining unit shall have the right, at their sole discretion, to select the shift assignment of their choice based upon their seniority within the department.

ARTICLE XIII

OVERTIME AND CALL-IN PAY

Section 1 - Rate of Overtime Pay: A Employees covered by this agreement shall be compensated for all work performed over and above their regular tour of duty at an hourly rate computed on the basis of one and one-half (1-1/2) times their base weekly salary divided by forty (40).

Section 2 - Call-In Pay: Employees covered by this agreement who are called into work at times other than their regular tours of duty shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay, with minimum compensation for four (4) hours work at said rate.

Section 3 - Equitable Distribution of Overtime: The Chief shall have sole authority to assign duties to regular Employees covered by this agreement or to reserves. Overtime duties shall be assigned to regular Employees covered by this agreement or reserves on a voluntary basis. A refusal of overtime shall be treated as time worked for purposes of overtime sharing. A list showing overtime worked and refused shall be kept current, and shall be available for inspection by a representative of the Union. There shall be no discrimination against any Employees covered by this agreement or reserve officer who declines to work overtime on a voluntary basis.

Section 4. Employees shall be paid for all overtime no later than thirty (30) days after the completion of the week during which said overtime was worked and such pay shall be through the supplemental pay.

ARTICLE XIV

SICK LEAVE, INJURIES, SPECIAL LEAVE AND BEREAVEMENT LEAVE

Section 1. All employees covered by this Agreement shall receive fifteen (15) days of sick leave annually. Employees covered by this agreement may use up to three (3) sick days per year for illness of an immediate household family member.

If any employee uses no sick time from July 1st through December 31st, they shall receive one (1) additional personal day. If an employee uses no sick time from January 1st through June 30th, they shall receive one (1) additional personal day.

One (1) additional personal day shall be granted if no sick time is used for the entire fiscal year.

Section 2. Any employee covered by this Agreement, hired prior to July 1, 2008, shall upon retirement be entitled to receive, as severance pay in addition to any other benefits to which he may then be entitled, thirty (30) percent of all their accumulated, unused sick leave to be repurchased by the Town at the employee's then applicable per diem rate. In the event of the death of any employee covered by this section, their beneficiaries shall be entitled to receive, as a death benefit, thirty (30%) percent of all his accumulated, unused sick leave to be repurchased by the Town at the employee's then applicable per diem rate. The Chief shall report annually to the Board of Selectmen the number of accumulated sick days of all employees covered under this Agreement.

All employees hired between July 1, 2008 and June 30, 2017, and covered by this agreement, upon retirement or death, shall be allowed to buy back 30% of a maximum of 180 days. In the event of the death of any employee covered by this section, their beneficiaries shall be entitled to receive, as a death benefit, thirty (30%) percent of all his accumulated, unused sick leave to be repurchased by the Town at the employee's then applicable per diem rate. The Chief shall report annually to the Board of Selectmen the number of accumulated sick days of all employees covered under this Agreement.

All new employees hired as of July 1, 2017 or later, and covered by this agreement, upon retirement or death, shall be allowed to buy back 20% of a maximum of 180 days. In the event of the death of any employee covered by this section, their beneficiaries shall be entitled to receive, as a death benefit, twenty (20%) percent of all his accumulated, unused sick leave to be repurchased by the Town at the employee's then applicable per diem rate. The Chief shall report annually to the Board of Selectmen the number of accumulated sick days of all employees covered under this Agreement.

Effective July 1, 2008, Employees covered by this agreement shall notify the Chief in writing by January 15th of any year of their intention to file for retirement within the next fiscal year in order to allow the Chief/Town ample time to budget for retirement buybacks. Should a Employees covered by this agreement fail to give proper notice, any buyback due at their retirement may be delayed until the next fiscal year. The only exception shall be retirements forced by medical issues.

Section 3. - In instances where an employee has been absent for three (3) consecutive workdays or more on account of sickness, or where the town suspects sick leave abuse may be occurring, the employee will be required by the Town to submit a doctor's certificate to the Chief of Police as proof of illness prior to

receiving sick leave pay. If the certification of the physician is not filed by the employee within seven (7) days, then such absence may be applied or charged at the discretion of the Chief of Police, to vacation time, personal time, or absence without pay.

Section 4 – Leave. Should a Employees covered by this agreement be incapacitated for duty because of injuries sustained in the performance of their duties, he shall be granted leave without loss of pay in accordance with Chapter 41, Section 111F of the Massachusetts General Laws.

Section 5 - Light Duty. If an Officer is injured while on duty and subsequently is unable to perform their regular assigned duties but is given clearance by their own attending physician, he may be required to return to duty on a "light duty" basis. The Chief of Police may assign light duties which may include desk duty, dispatching or clerical work. The shifts and/or times shall be determined by the Chief but will not exceed the 4 & 2 work cycle.

Section 6 - Special Leave. Each Employees covered by this agreement shall be granted special leave with pay for a day on which he is able to secure another Employees covered by this agreement to work in their place provided:

- (a) Such substitution does not impose any additional cost on the Town;
- (b) Such substitution is within equal rank only; and
- (c) The Chief of Police is notified in writing, on an appropriate form, not less than one (1) week prior to its becoming effective, except that in case of emergency, notification may be made by telephone.

Each Employees covered by this agreement is limited to no more than five (5) working days of special leave per year.

Section 7 - Bereavement Leave. In the event of a death in the immediate family of a Employees covered by this agreement, such Employees covered by this agreement shall be granted up to three (3) days off. Immediate family shall be deemed to include: spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, grandparent, aunt, uncle or a relative residing within an employee's household. Exception to this may be made where the funeral is out of town and in which situation the Chief of Police is authorized to grant reasonable additional time off.

Section 8. In the event of a death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, or spouse's grandparents, each Employees covered by this agreement shall be granted one (1) day leave. The leave with pay is provided in this section as in the preceding section for special reasons may be extended upon approval of the Chief of Police.

Section 9 - Personal Days. Each Employees covered by this agreement shall be granted three (3) personal days per year, for personal reasons, upon a twenty-four (24) hour request. Approval of said leave shall not be unreasonably withheld. Said requirement for notice may be waived by the Chief of Police.

Section 10 - Leave of Absence. Any member of the bargaining unit who has been an employee of the department for five (5) or more years shall be entitled to a six (6) month unpaid leave of absence. Said leave of absence shall be granted upon thirty (30) days notice to the Chief of Police. During the term of said leave no benefits or seniority shall accrue except that the employee shall remain eligible to participate in the Town's Group Insurance program and other insurance plans offered by the Town at one hundred (100%) percent cost to the employee during the term of their leave of absence, in accordance with the provisions of Massachusetts General Laws Annotated 32B. Upon return from such leave all benefits and seniority previously accrued shall be restored to the employee.

ARTICLE XV

INDEMNIFICATION

Section 1. The Town shall hold Employees covered by this agreement harmless from any liability arising out of acts done by them while acting as patrol officers in the performance and within the scope of their duties, providing that no reckless or willfully intentional act can be associated with the patrol officers/sergeant(s)' behavior.

Section 2. The Town specifically recognizes that the Doctrine of Sovereign Immunity has been abrogated for all intents and purposes by the provision of Chapter 152 of the Acts of 1978 of the General Court of Massachusetts and therefore shall indemnify and hold harmless all patrol officers/sergeants for negligent acts associated with the Employees covered by this agreement(s)' duties over and above any insurance coverage monies covering the Town of Groveland.

ARTICLE XVI

SENIORITY

Section 1. Seniority is herein defined as the length of continuous employment of a member of the bargaining unit measured form the date of permanent appointment. Should an individual resign from the department or accept a permanent position outside of the unit, seniority shall be lost. In the event such an individual re-enters the bargaining unit, seniority shall be computed from the date of re-entry into the unit.

Section 2. In the event of identical appointment dates, department seniority shall be computed from the date of a Employees covered by this agreement(s)' reserve appointment.

Section 3. In the event of identical reserve appointment dates, department seniority shall be computed by the earlier birth date.

Section 4. In the event the Town reduces departmental strength employees will be released according to seniority, with the least senior employee being released first and rehired last.

ARTICLE XVII

OUTSIDE DETAILS

Section 1. Any member of the bargaining unit who reports for a detail (town and private) shall be paid for a minimum of four (4) hours. If such detail goes over the four (4) hour minimum, he/she must be paid the equivalent of eight (8) hours pay. The detail rate will be \$55.00 an hour during the term of this contract.

One and one half (1-1/2) times the regular detail rate will be paid for any details that go over eight (8) hours and for details worked on Sundays and holidays.

Section 2. All private paid details shall be assigned by the Chief of Police on an equitable basis. The refusal of a paid detail shall count as a detail worked.

Section 3. Any member of the bargaining unit who reports for a municipally related private detail shall be paid for a minimum of four (4) hours at \$55.00 an hour. The Town reserves the right to use other than police officers on election details where the law does not require the use of a police officer.

Section 4. Employees covered by this agreement shall have the right of first refusal on all private details based upon rank within the department.

Section 5. All details worked at the premises of an employer where a labor dispute exists shall be paid at double (2X) times the usual rate, with a minimum of four (4) hours.

Section 6. All details performed in the area of a riot or civil disorder shall be paid at double (2X) the usual rate, with a minimum of four (4) hours.

Section 7 - Revolving Account for Police Details. The Town agrees to maintain a separate account for the receipts and payment of earnings of employees who are assigned to work outside details. The Town agrees to maintain the account balance, on hand cash plus accounts receivable, of ten thousand (\$10,000.00) dollars.

ARTICLE XVIII

CLOTHING ALLOWANCE

Each Employees covered by this agreement will be authorized the following amount for a clothing allowance: \$1,200.00 per year.

Clothing allowance shall be utilized to purchase uniforms, shirts, shoes, cuffs, holster, belts and any other equipment or clothing authorized by the Chief of Police and used by the Employees covered by this agreement including cellular telephone service, pages, cleaning of uniforms or other job related services authorized by the Chief of Police and used by the Employees covered by this agreement on duty, as prescribed by the Town in agreement with the Union. The Chief of Police shall establish all standard uniform requirements and all purchases will be made at an establishment authorized by the Chief of Police.

ARTICLE XIX

HEALTH INSURANCE PLAN

The Town shall provide each full-time employee with the same medical coverage and cost as other Town employees under Massachusetts General Laws c. 32B. Employees who may choose to opt-out of the Town's health insurance plan shall receive an annual opt-out bonus of \$1,000.00 for single coverage and \$2,500.00 for family coverage. Employees must be on the town's insurance for a full-year before opting out and must remain off for at least an entire plan year once opt-out bonus is paid.

ARTICLE XX

WAGES-COMPENSATION-PAY RATES

Section 1 - Base Salary. Patrol officer's base salary shall be increased by the following amounts:

Effective July 1, 2017 – Two (2%) percent to base rate;
Effective July 1, 2018 – Two (2%) percent to base rate;
Effective July 1, 2019 – Two (2%) percent to base rate;

Section 2. Step Pay - The steps for new patrol officers are as follows:

	<u>Fiscal 2018</u>	<u>Fiscal 2019</u>	<u>Fiscal 2020</u>
Step 1	\$ 1,040.75/week	\$ 1,061.57/week	\$ 1,082.80/week
Step 2	\$ 1,126.13/week	\$ 1,148.65/week	\$ 1,171.62/week
Step 3	\$ 1,266.78/week	\$ 1,292.12/week	\$ 1,317.96/week

Lieutenant's pay shall be thirty (30%) percent over the highest patrol officer's base pay.

Administrative Sergeant's pay shall be fifteen (15%) percent over the highest patrol officer's base pay.

Detective Sergeant's pay shall be ten (10%) percent over the highest patrol officer's base pay.

Patrol Sergeant's pay shall be five (5%) percent over the highest patrol officer's base pay.

Patrol Officers serving in the role of Detective shall receive a five (5%) percent differential.

Section 3 - Education Incentive: Employees covered under this Agreement who are certified by the Board of Regents of Higher Education in accordance with the Massachusetts General Laws Chapter 41, Section 108L (Police Education Incentive), shall receive compensation on a weekly basis calculated by multiplying the employee's weekly base salary by the appropriate percentage.

Effective July 1, 2017, employees, who are non-Quinn eligible shall receive a 5% educational incentive for a Bachelor's Degree and 2.5% for an Associate's Degree, in criminal justice, law, law enforcement or other qualifying job related degree from an accredited institution at the Chief's approval.

The Town agrees to pay one and one-half (1-1/2) times for all hours over forty-three (43) hours per week, such time to be calculated on the base pay plus any additional Quinn Bill incentive. For hours below forty-three (43) the present contract terms will prevail. Private details covered under Article XVII shall not be used as a basis for calculating an employee's pay under this section.

Section 4 – Differential: Employees, who regularly work 3:00 PM to 11:00 PM shall receive a differential of five (5%) percent and employees, who regularly work 11:00 PM to 7:00 AM shall receive a differential of ten (10%) percent. No shift differentials will be paid for shifts outside of regular schedule.

Section 5 - Career Award Program: All regular full-time patrol officers having completed ten (10) consecutive years of full-time service with the department, shall receive a one (1) time career incentive award of two (2%) percent of their current annual base salary.

ARTICLE XXI

RESIDENCE

All employees covered under this Agreement must reside within fifteen (15) miles of the perimeter of Groveland, as provided in Chapter 41, Section 99A of the Massachusetts General Laws as amended.

ARTICLE XXII

SAVINGS CLAUSE

This Agreement shall not be construed to deprive patrol officers of any benefits or protection granted to them by the Laws of the Commonwealth, or by the By-laws of the Town of Groveland.

ARTICLE XXIII

FILLING OF VACANCIES

The Union and the Town agree that it would be in the best interest of both parties to have departmental vacancies filled within a reasonable period of time. The Town agrees that it will fill all departmental vacancies within a reasonable period of time of such vacancy.

ARTICLE XXIV

RULES AND REGULATIONS

The "Rules and Regulations for the Government of the Police Department of the Town of Groveland" which are attached hereto as "Schedule A" are hereby incorporated herein by reference and made an integral part hereof.

ARTICLE XXV

OUTSIDE EMPLOYMENT

Employees who work at outside employment during off-duty hours, will not be prohibited from doing so unless such employment interferes with regular police duties. Prior to accepting outside employment the Chief of Police must be notified and approve. Approval will not be unreasonably withheld.

ARTICLE XXVI

SAFETY OF POLICE CRUISERS

Section 1. Police Department cruisers will be properly maintained mechanically in order to ensure the safety of officers and the general public.

Section 2. Employees covered by this agreement who believe a safety problem exists with a patrol cruiser will notify the Chief of Police, or his delegate, in writing of the specific problem as soon as possible.

ARTICLE XXVII

REQUESTS FOR VACATIONS - DAYS DUE - SICK DAYS

Section 1. The Chief of Police shall not unreasonably deny vacation and day due requests of patrol officers provided a notice of seventy-two (72) hours is given.

Section 2. Employees covered by this agreement who call in sick must notify the dispatcher at least four (4) hours before the start of the assigned shift.

Section 3. The Chief of Police, or his delegate, will have the responsibility to find a relief officer to fill any and all vacation and day due shifts, if an officer is available.

ARTICLE XXVIII

PERSONNEL FOLDERS

Section 1. Employees covered by this agreement will have reasonable opportunities to review their personnel folders.

Section 2. No derogatory information will be placed in any patrol officer's/sergeant(s) folder or become a part of a patrol officer's/sergeant(s)'

official departmental record without written notification being supplied to the Employees covered by this agreement.

Section 3. Employees covered by this agreement may rebut any inaccurate information by letter to the file and subject to the procedure set down in Article VII.

ARTICLE XXIX

POLYGRAPH EXAMINATIONS

Employees will not be required to submit to a polygraph examination ordered by the Chief of Police, or any other superior officer of the Police Department.

ARTICLE XXX

DRUG AND ALCOHOL TESTING

The use of illegal drugs and alcohol by police officers can have a devastating impact on the department, on the individual, and upon the community, as drug and alcohol abuse by employees of the Department would constitute a threat to the public welfare. It is the policy of the Town and the Union that use of illegal drugs and abuse of alcohol by sworn personnel will not be tolerated.

I. Prohibited Conduct

The following conduct by any employee is prohibited:

- A) Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia, or alcohol on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, during working hours, effecting work in the workplace, or on Town property (except for use of alcohol on Town property during non-working hours where use is permitted, and where such use does not effect work in the workplace).
- B) Unauthorized storage in a desk, locker, Town vehicle or vehicle used for Town business or other repository on Town property of any illegally used drug, controlled substance, drug paraphernalia, or alcohol;
- C) Being under the influence of an unauthorized substance, illegally used drug or alcohol on Town business, in Town supplied vehicles, in vehicles being used for Town business, during working hours, or on Town property (except as provided in Section IIA).

- D) Possession, use, manufacture, distribution or sale of illegally used or obtained drugs or controlled substances while off duty;
- E) Switching or adulterating any urine, breath, or other test sample;
- F) Refusing consent to testing or refusing to submit a breath or urine test sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of this article;
- G) Failing to adhere to the terms of any rehabilitation agreement which the employee has voluntarily signed;
- H) Conviction under any drug or alcohol statute;
- I) Failure to immediately notify the appropriate Department Head of any felony arrest or conviction for a drug or alcohol offense that violates this article;
- J) Refusing to sign a reasonable rehabilitation agreement that is developed in accordance with the provisions of this article.

Note: Employees should notify a supervisor if they are taking prescription drugs that could impair performance.

II. Reasons for Testing

1. Pre-employment physicals;
2. Subsequent to any serious on duty motor vehicular accident or serious, unsafe practice (raising a question of improper drug or alcohol use), or incident in which the employee was a driver (vehicular accident) or major participant (other incident), testing will be done;
3. Upon reasonable suspicion, the Chief of Police or his designee may order an employee to submit a test sample of urine for drug related analysis or a breathalyzer (or similar test equipment) test for an alcohol test.
4. 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 illegal drugs; whether on or off duty, or alcohol; while on duty. Reasonable suspicion shall be based on information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The credibility of the sources of information, the reliability of 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.

III. Drug & Alcohol Testing Procedures

- 1. When ordered to submit to a test, the employee shall immediately comply. Failure to comply with such order shall be cause for discipline, up to and including termination. At the time the employee is ordered to submit to a test, s/he shall be given a copy of this article. A Union representative shall be present unless the employee waives, in writing, the presence of the Union representative.**

- 2. The testing of the employee shall be conducted immediately. Urine samples will be used for drug tests. A drug test sample shall be taken and tested at a NIDA certified laboratory. The collection and testing of the sample shall be performed by a qualified physician or health care professional. Split test samples will be maintained under accepted chain of custody procedures. The split specimen shall be preserved in all cases in the event of an initial positive test result. The tests shall consist of an initial screening by a test such as EMIT (enzyme immunoassay). If the employee tests positive, and the employee requests that the second sample be tested, the follow-up test shall be by "GC/MS" (gas chromatography and mass spectrometry) or some methodology of at least equal reliability. Also, if the employee requests that the second sample be tested, the employee will be referred to a Medical Review Officer ("MRO") who will speak with the employee to inquire if there are any prescriptions they are taking that may have been omitted when the sample was taken. The MRO shall meet with the employee regarding the positive result to discuss alternate medical explanations for the positive test, including conducting a medical interview, and review of the employee's medical history made available by the employee. If this second test is not positive, no further action will be taken.**

- 3. Breath tests shall be used for alcohol testing. A Breathalyzer or similar testing equipment shall be used to screen for alcohol use. This screening test shall be performed by a qualified individual.**

0.03 and below is negative

0.031 – 0.039 requires 24 hours off work

0.04 and above is positive

- 4. In addition to the disciplinary action taken below, any employee who tests positive shall immediately be removed from active duty and placed on leave, without compensation.. Vacation days, personal days and compensatory time accumulated by the employee shall be used to offset this unpaid leave period. If an employee does not have accrued leave days available, the leave shall be without pay. During this period, benefits, such as health insurance and longevity, shall be continued on the same basis as if**

the employee were still actively employed. If the leave is without pay, the employee will be responsible for making payment to the Town for their share of the health insurance monthly premium.

5. Such officer will be referred to a Substance Abuse Counselor ("SAC"), designated by the Town, for appropriate counseling or rehabilitation as determined by the SAC. The leave period shall continue through the counseling and rehabilitation period. Such treatment shall be at the Town's expense, with the individual agreeing to allow the Chief or his/her designee access to the treating physician/counselor for the purpose of (1) assessing fitness for duty and (2) ensuring compliance with any mandated treatment program. Refusal to sign a reasonable rehabilitation agreement or not abiding by the rehabilitation agreement will be considered violations of this article and will result in immediate termination of employment.
6. A fitness for duty certification provided by the SAC shall be required before such officer may return to active duty. The employee must also pass a return to duty drug test or alcohol test, as the circumstances warrant.
7. After returning to duty, the officer will also be required to submit to random drug or alcohol testing for a period of two (2) years from the date of the return to active duty. If the officer subsequently tests positive, for either alcohol or drugs, then the officer shall be disciplined, as set forth in this article.

IV. Disciplinary Action for Positive Drug and Alcohol Tests

In general, the following disciplinary actions apply to all of the Department employees.

Alcohol

First Offense: Written warning placed in employee's personnel folder and removed at the one year anniversary date if no further violations occur.

Second Offense: Suspension.

Third Offense: Termination.

Dependent on the seriousness of the violation, the Town may proceed directly to a more advanced step of these disciplinary procedures.

Illegally Used Drugs and Related Items

First Offense: Written warning that remains in file for two-and-one-half years and removed at that time if no further violations.

Second Offense: Termination.

The Town may proceed directly to a more advanced step only where there are compelling circumstances to justify a waiver of the progressive system set forth. Subject to the requirement that all discipline be for just cause, employees will be terminated immediately for criminal convictions related to illegal drug use or if internal investigations find that there is a serious issue of selling controlled substances or other similar violations.

V. Amendments

The parties recognize that there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties may bargain to amend this Article to include such improvements.

ARTICLE XXXI

DISMISSAL WITH REAPPOINTMENT

Any full time Employees covered by this agreement "dismissed" by the Board of Selectmen or the Chief of Police shall have as a matter of right a hearing before the Board of Selectmen as outlined in Article 7 of the Grievance Procedure. Any full-time Employees covered by this agreement who is not re-appointed within 90 days prior to June 30 shall be entitled to the written reason or reasons for grounds for the failure to re-appoint. If the employee is not satisfied with the written reasons as furnished to him by the Board of Selectmen or if the employee feels the reason was not for just cause, the employee shall have the right to follow the procedures outlined in Article 7 Grievance Procedure.

ARTICLE XXXII

DURATION OF AGREEMENT

Section 1. The duration of this Agreement shall be through June 30, 2017.

Section 2. Either party wishing to terminate, amend, or modify this Agreement must notify the other party in writing no less than ninety (90) days prior to June 30, 2017. Within five (5) days of the receipt of such notification, by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of negotiating such amendment, modification or termination. In the event that a modification or amendment to this Agreement has been mutually agreed upon, such modification or amendment shall be reduced to writing and shall become part of this Agreement.

In the event no new Agreement is agreed upon by the expiration of this Agreement, this Agreement shall remain in force until a new Agreement is signed.

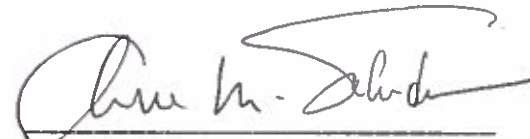
IN WITNESS WHEREOF, this Agreement has been executed this 18th day of April, 2017.

TOWN OF GROVELAND
BOARD OF SELECTMEN


MASS C.O.P. LOCAL 420



William F. Dunn, Chairman



Clare M. Schroeder



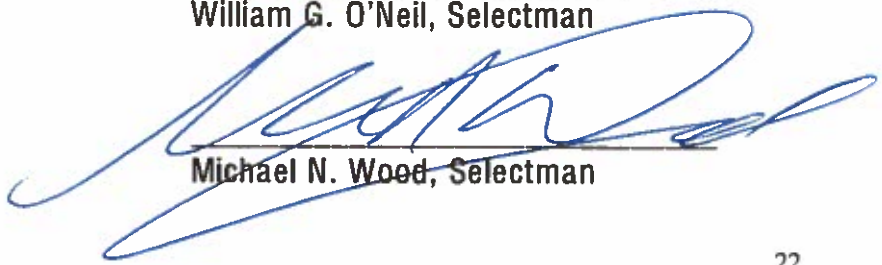
Edward H. Watson, Vice Chair



Daniel J. MacDonald, Selectman




William G. O'Neil, Selectman



Michael N. Wood, Selectman