

AGREEMENT

BY AND BETWEEN

TOWN OF CHATHAM, MASSACHUSETTS



AND THE



NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION
LOCAL 115

July 1, 2021 through June 30, 2024

TABLE OF CONTENTS

Article 1	Recognition and Scope	1
Article 2	Management Rights	2
Article 3	Employee Rights and Representation	3
Article 4	Discrimination.....	3
Article 5	Indemnification	4
Article 6	Bulletin Boards	4
Article 7	Worker’s Compensation	4
Article 8	Grievance and Arbitration Procedure	4
Article 9	Health Insurance	6
Article 10	Work Schedule.....	7
Article 11	Overtime Pay	8
Article 12	Vacation Leave	9
Article 13	Holidays	10
Article 14	Sick Leave.....	11
Article 15	Sick Leave Bank	13
Article 16	Court Time	13
Article 17	Family and Medical Leave.....	13
Article 18	Personal Leave	14
Article 19	Maternity/Paternity Leave	14
Article 20	Bereavement Leave.....	15
Article 21	Longevity	15
Article 22	Jury Duty.....	16

Article 23	Leave of Absence Without Pay.....	16
Article 24	Uniforms and Equipment.....	17
Article 25	Swaps/Substitutions	17
Article 26	Performance Evaluation.....	17
Article 27	Probationary Period	18
Article 28	Training	18
Article 29	Dues Deduction.....	18
Article 30	No Strike	18
Article 31	Savings and Stability of Agreement	19
Article 32	Employee Personnel Files.....	20
Article 33	Discipline	20
Article 34	Duration	21
Article 35	Drug and Alcohol Testing.....	21
Article 36	Municipal Revenue Growth Factor (MRGF).....	24
Article 37	Police Administrative Assistant.....	24
Article 38	Layoffs & Recall.....	24

AGREEMENT

Agreement entered into this day by and between the Town of Chatham, Massachusetts, hereinafter referred to as the "Town" and the New England Police Benevolent Association, Local 115, hereinafter referred to as the "Union", add is designed to maintain and promote a harmonious relationship between the Town of Chatham and the employees covered by this agreement, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rate of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION AND SCOPE

Section 1 - Recognition: The Town hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and any other terms or conditions of employment for all full-time Police Dispatchers, and the Animal Control Officers position, but excluding all managerial, confidential, casual, temporary, and all other employees of the Town.

Section 2 - Scope: This Agreement includes all of the agreements reached by the parties respecting all matters pertaining to wages, hours and other conditions of employment of full-time police dispatchers covered by this contract.

Section 3 - Definitions:

a. Full-time Police Dispatcher: For the purpose of this Agreement, a full-time police dispatcher shall be defined as an employee who is hired to work a regular forty (40) hour per week schedule throughout the fiscal year.

b. Full-Time Animal Control Officer: For the purpose of this Agreement, a full-time Animal Control Officer shall be defined as an employee who is hired to work a regular forty (40) hour per week schedule throughout the fiscal year.

c. Regular Part-time Police Dispatcher: For the purpose of this Agreement, a part-time police dispatcher shall be defined as an employee who is regularly scheduled to work a minimum of twenty but not more than thirty-six (36) hours per week.

d. Temporary Police Dispatcher: Nothing in this agreement shall preclude the Town from using non-unit temporary police dispatchers, defined as those working no more than forty (40) hours per week for periods of no more than six months at a time.

e. Nothing in this agreement shall preclude the Town from using regular part-time and/or temporary police dispatchers who are not covered by this agreement, except as provided in Article 11.

ARTICLE 2 – MANAGEMENT RIGHTS

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management, including but not limited to, the following:

- A. To determine employee classifications;
- B. To determine whether to increase, diminish, change or discontinue operations in whole or in part;
- C. To alter, add or eliminate existing methods, equipment, facilities or computer programs;
- D. To determine the location, organization, number and training of personnel;
- E. To grant and schedule leave;
- F. To determine the scheduling and enforcement of working hours;
- G. To assign and require overtime;
- H. To determine the policies and practices in all determinations involving or affecting the hiring, initial step placement of new hires, promotion, assignment, and direction of personnel;
- I. To establish the qualifications for ability to perform work, including physical, intellectual, and mental health qualifications;
- J. To demote, suspend, discipline or discharge permanent employees;
- K. To layoff or relieve employees due to lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- L. To make, amend, and enforce operating and administrative procedures from time to time as the Town deems necessary;
- M. To require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct, whether or not the employee is the subject of the investigation.

The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of this Agreement, nor shall the Town be obligated to bargain about any aspect of its exercise of such rights, except as follows:

In the 30 day period following a decision which impacts a major condition of employment, the Town shall meet, upon written request of the Union, to discuss the impact of such decision on conditions of employment. Such impact bargaining need not precede the exercise of the Town's management right and such impact bargaining shall not interrupt or delay the implementation of such decision.

ARTICLE 3 – EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Bargaining unit employees have, and shall be protected in exercise of, the right, without fear or penalty of reprisal, to join and assist the Union, and to engage in lawful concerted activities. An employee shall have the right to refrain from any or all of such activities. The Town agrees that it will not aid, promote or finance any labor group or organization which violates the rights of the Union. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to union membership.

Section 2. Union Membership. The employer will advise the Union in writing of the name, address and classification of each new employee serving in a position covered by this agreement. The Employer recognizes the right of any employee to become a member of the Union or refrain from becoming a member of the Union and will not discourage or encourage or discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union or to refrain from becoming a member of the Union. (Form attached)

Section 3. Union Officers - Appointments and Duties. The Town recognizes the right of the Union to have Union Officers who will represent the employees covered by this Agreement. The Union agrees to furnish the Town with a list of Union Officers immediately after their designation and to notify the Town of any change.

Meetings to discuss grievances or potential grievances shall ordinarily be conducted outside the employee's normal work hours. The Town may, in its discretion, grant reasonable time off for such meetings.

Section 4. Access to Premises. With advance notice to and approval from the Department Head, the Town agrees to permit representatives of the Union to enter the premises for individual discussion of working conditions with individual unit members who are not working, provided this does not interfere with the performance of duties assigned to any other employee and/or the operations of the Department.

ARTICLE 4 – DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee because of race, color, religious creed, national origin, sex, sexual orientation (as defined by law), genetic information, or ancestry.

ARTICLE 5 - INDEMNIFICATION

The employee is expected to exercise all reasonable care and precaution to prevent undesirable consequences from arising as a result of the performance of his/her duties. The parties acknowledge that Mass. General Laws governs indemnification of employees for negligent acts.

ARTICLE 6 - BULLETIN BOARDS

Announcements shall be posted in conspicuous places on an agreed upon location in each building. Both parties may use the bulletin boards for notices of routine nature. Both parties agree to avoid posting denunciatory or inflammatory written material on such bulletin boards.

ARTICLE 7 - WORKER'S COMPENSATION

Section 1. The parties acknowledge that all employees covered by this Agreement are covered under the Worker's Compensation Law, and their entitlement to such compensation shall be determined through the statutory process under G.L. c. 152.

Section 2. Employees who have been deemed eligible for worker's compensation may utilize available sick leave to supplement worker's compensation payments up to the employee's weekly base wage, subject to Article 14, Section 5.

Section 3. Employees on worker's compensation shall accrue vacation for a period of six months from the date of the job-related injury, and sick leave for a period of three months from the date of the injury, but not thereafter.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

Section 1. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.

All grievances shall specify:

- a. the particular contract article and section alleged to have been violated;
- b. the facts supporting each alleged violation in reasonable detail;
- c. the date each act or omission violating the Agreement is alleged to have occurred; and
- d. the remedy sought for each alleged contract violation.

STEP 1: At the request of the Union, the Union and the Police Chief shall set up an informal meeting with the Union and the possible aggrieved employee within five (5) calendar days after the event giving rise to the grievance to try to settle the grievance.

STEP 2: The employee shall within ten (10) calendar days after the event giving rise to the grievance set the grievance forth in writing, signed by the employee, and shall give it to the Police Chief, who shall within fifteen (15) calendar days after the receipt thereof give a written answer to the grievance, with a statement of the reasons.

STEP 3: If the grievance is not settled at Step 2, the Union may appeal it by giving a written notice of such appeal within ten (10) calendar days after receipt of the Chief's written answer (or the date the answer was due), to the Town Manager, who shall discuss it with the Union representative within fifteen (15) calendar days of the Town Manager's receipt of the appeal. The Town Manager or his/her designated representative shall give his/her written answer to the grievance within fifteen (15) calendar days after the close of the discussion, or if no discussion occurs, within twenty (20) calendar days of the appeal.

Section 2. The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Town fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Union may appeal the grievance to the next step at the expiration of such time limit. Failure of the Union at any step to process according to the time limits set forth herein shall mean that the Union has waived the grievance and the right to proceed further.

Section 3: The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to ten (10) calendar days before the grievance was first presented in writing.

Section 4:

a. If the dispute or grievance is not settled in the forgoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then the Union or the Town may file a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within thirty (30) days of the Town's answer in Step 2 (or the Union's answer to the Town's claim of a violation of the Agreement).

b. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement or the Rules and Regulations and other Personnel Policies of the Town. The award shall be final and binding on the Town, the Union and the grievant.

c. Each party shall bear the full cost for its representation in the arbitration and the remaining costs will be shared equally between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the arbitrator and to the other party at cost.

d. Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken.

e. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes.

f. The arbitrator's decision shall be final and binding and may be reviewed under G.L. c. 150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provisions of the law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing.

Section 5. The following matters shall not be subject to arbitration:

a. Any decision made in the exercise of Management Rights under Article 2 or any other matter left to the discretion of the Town under this Agreement;

b. Any act or omission occurring more than ten (10) calendar days prior to the filing of a grievance;

c. Any act or omission occurring before the effective date or after the expiration date of this Agreement;

d. The substance of any performance evaluation to which the employee has the right to append his/her comments;

e. Discipline of employees with less than eighteen months of service, and certain discipline referred to in Article 33, Section 5.

f. The merits of any layoff or reassignment; and

g. Changes in job descriptions or assigned duties, provided that the Union may address the matter up to and including Step 2 of the grievance procedure.

ARTICLE 9 – HEALTH INSURANCE

A. Full-time employees and regular part-time employees working at least twenty (20) hours per week may elect to participate in the Town's group health insurance program. The Town agrees to maintain its current 70% contribution towards health insurance (the subscriber paying the remainder).

B. Employees hired after January 1, 2013 the Town agrees to maintain a 65% contribution towards health insurance (the subscriber paying the remainder).

The Town agrees to provide a flexible spending account at no cost to each full-time regular employee covered by this Agreement.

ARTICLE 10 – WORK SCHEDULE

Section 1. The workweek for a full-time dispatcher shall normally consist of four (4) eight (8) hour shifts on a four (4) days on, two (2) days off schedule. A part-time dispatcher may have a fixed schedule and also work on an as-needed basis.

Section 2. The Full-time police dispatcher bid shifts shall consist of three designated shifts and a swing shift as follows:

Midnight Shift:	0000 hours to 0800 hours
Day Shift:	0800 hours to 1600 hours
Evening Shift:	1600 hours to 0000 hours

A swing shift shall be included in the shift bid work schedule and shall consist of a schedule of either 2 evening shifts (1600-0000) followed by 2 day shifts (0800-1600), or 2 day shifts followed by 2 evening shifts, whichever fits best into the overall bid schedule, rotating on a 4/2 schedule.

Section 3. Shift bidding for full-time police dispatchers will be occur four times a year with each employee identifying their shift preference. Employees who do not submit a shift bid shall be subject to a work schedule as determined by the Chief of Police or designee. Shift bidding shall occur on the following schedule: posted August 1 and awarded on or about August 15 to start on or about September 1; posted November 1 and awarded on or about November 15 to start on or about December 1; posted February 1 and awarded on or about February 15 to start on or about March 1; and posted May 1 and awarded on or about May 15 to start on or about June 1. The four day on/two day off schedule for the day shift, the evening shift, and the swing shift shall be maintained in perpetuity for the duration of this agreement.

All shift bids will be based on the employee's seniority, which is determined by years of service in the bargaining unit. Should a police dispatcher vacancy or long term absence occur for any reason, the Chief of Police or designee shall offer to the Union the opportunity to alter the dispatcher's assigned shifts to meet the Department's needs prior to altering the schedules of the remaining dispatchers in order to compensate for the vacancy, until that vacancy is filled; any such alteration shall be subject to the appeal of the chief or his designee.

Section 4. The Animal Control Officer work schedule shall be a flexible schedule depending on the needs of the department. It shall consist of five (5) work days of eight (8) hours per shift, per week. It shall also consist of two (2) days off per week. Unless otherwise determined by the Chief of Police or designee, the Animal Control Officer shall normally work Tuesday through Saturday with the hours of work 8:00 a.m. to 4:00 p.m. permanent changes in hours or days worked must be made with at least seven (7) days notice; temporary changes may be made with less notice, usually at least 24 hours.

Section 5. Meal Break - A 30 minute meal break shall be provided to all employees scheduled for a full 8 hour shift not later than the sixth hour of the shift. There shall be no meal break time provided should an employee not work a full 8 hour shift due to the employee being granted time off such as, but not limited to, vacation time, personal time, holiday time, etc. The payment by the Town of wages for the shifts in which a meal break is taken shall be considered adequate

compensation for those occasions when an emergency situation precludes the Department from providing a meal break. The commanding officer of a shift may also provide for early departure, in consideration of a missed meal break by a dispatcher, on the shift in question.

Section 6. There shall be a limit of hours worked of no more than 16 hours in a 24 hour period and no more than 72 hours per week (Saturday through Friday), per employee. Notwithstanding these limits, the Chief may order in a police dispatcher as a last resort.

Section 7: Shift differential. Employees assigned to work between 0000 – 0800 shall be paid a shift differential of two-hundred and twenty-five dollars (\$225.00) per shift bid on a quarterly basis.

ARTICLE 11 – OVERTIME PAY

Section 1. All full-time police dispatchers covered by this Agreement and the ACO shall be paid at the rate of one and one-half (1½) times their hourly rate of pay for work in excess of eight hours or for hours worked in excess of the scheduled work week as defined in Article 10. Vacation and personal time, taken with proper notice and approval, and sick leave for legitimate illness shall be counted as time worked for overtime purposes. In lieu of overtime pay, an employee may elect to take compensatory time, and such time may be accrued up to a maximum of forty (40) hours at any one time. Employees shall have the option to be paid for unused compensatory time on the second pay period in June or to carry unused compensatory time, not in excess of forty (40) hours, over into the next fiscal year. The employee must notify the Chief or his/her designee in writing of their decision prior to May 1st annually. Failure to notify the Chief or his/her designee shall result in the Town paying the employee for unused compensatory time on the second pay period in June.

Section 2. Dispatcher and Animal Control Officers will from time to time be ordered into work and/or will be held over from their previous shift. The dispatcher being held over to the next dispatch shift due to a call-out shall only be forced to hold over if the vacancy (call-out) was created by another dispatcher. Dispatchers shall not be forced to hold over to replace an officer calling out on the two vacant midnight shifts. This arrangement shall not apply in emergency situations, deemed so by the Chief of Police or the Chief's designee. Any permanent or full time police dispatcher called back to work on a shift other than his/her regularly scheduled shift will be guaranteed a minimum of three (3) hours pay. The minimum overtime guarantee shall not apply to dispatchers or the ACO held over after a shift or called in early for hours connected to the beginning of the scheduled work hours (compensation shall start at the time of the call).

Section 3.

a. For purposes of this section, a long-term absence is defined as an absence of at least two weeks. Short-term absence is defined as an absence less than two weeks.

b. Short-term Absences. The Town shall have the right to utilize on-duty police officers to perform dispatching duties when a dispatcher is absent for a particular shift or number of shifts. If, in the Chief's discretion, staffing does not permit the reassignment of a police officer, then the Town shall attempt to fill the vacancy with a full-time dispatcher prior to

assigning it to an employee outside of the bargaining unit. Overtime among full-time dispatchers shall be distributed equitably on the same rotating system (based on hours worked/refused) as existed prior to the execution of this agreement.

c. Long-term Absence. Should a police dispatcher vacancy or long term absence occur for any reason, the Chief of Police or his designee shall offer to the Union the opportunity to alter the dispatcher's assigned shifts to meet the departments needs prior to altering the schedules of the remaining dispatchers in order to compensate for the vacancy until that vacancy is filled; any such alteration shall be subject to the approval of the chief or his designee. The long-term absence of a dispatcher may be covered by use of temporary dispatchers, part-time dispatchers, on duty police officers if the Chief or his designee concludes staffing is sufficient, or full-time dispatchers from the rotation list, or any combination thereof. Nothing in this article shall diminish the right of the Town to take measures to deal with emergency situations or with budgetary shortfalls.

Section 4. Any employee taking sick leave, including sick leave under Article 14, Section 4, may not return to work on an overtime basis for a period of twenty-four (24) hours from the beginning of the shift taken as sick leave.

ARTICLE 12 – VACATION LEAVE

Section 1. All full-time employees shall accrue for vacation on a monthly basis, as provided by the following schedule:

- Ten (10) days vacation annually after one (1) year of continuous employment
- Fifteen (15) days vacation annually after five (5) years of continuous employment
- Twenty (20) days vacation annually after ten (10) years of continuous employment

Section 2. Vacation Scheduling

a. Employees must submit requests for 1 or 2 week blocks of vacation time at least 21 days prior to the requested time off, except that for 2 week blocks of vacation which include weeks in July and/or August four weeks' notice is required.

b. In no case will more than 2 consecutive weeks of vacation time be permitted, except in special circumstances approved by the Chief or his designee.

c. In no case will more than 2 police dispatchers be allowed to have vacation time during the same period, unless the staffing level is down to two (2) Full-time police dispatchers or less, which will limit time off to only one (1) Full-time police dispatcher during the same period.

d. Requests for individual vacation days off may be granted and shall be required to be submitted at least seven (7) days in advance of the requested time off, except in cases of an employee emergency.

e. Vacation, personal leave and comp. time will not be permitted during the following blackout dates and shifts: (1) On the day of the Independence Day Parade, the midnight shift, day shift, and evening shift; and (2) On New Year's Eve, the day shift and evening shift, and the midnight shift on New Year's Day. Notwithstanding the above, swaps

between employees shall be permitted, and the Chief or his designee may grant time off during the above shifts under special circumstances.

f. Requests for time off shall be based on seniority for one (1) week vacation blocks only.

g. Any request for time off shall be subject to the needs of the department, not limited to staffing levels and shift coverage needs.

Section 3. Vacation time ordinarily is taken in the fiscal year in which it is earned; however, with no carrying over of time from year to year. With proper notice, an employee may carry over up to ten (10) days vacation from one fiscal year to the next, such days to be taken in that next fiscal year.

Section 4. Vacation leave shall not accrue during any leave without pay in excess of thirty (30) days, or after six months from the date of an injury for which worker's compensation is being paid.

Section 5. Upon termination of employment, other than discharge for cause, an employee shall be paid for current accrued leave including a pro-rated amount for the month in which the employment is terminated.

ARTICLE 13 – HOLIDAYS

Section 1. The following days shall be considered holidays for full-time police dispatchers:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day / Indigenous People Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

Section 2. Dispatchers. The above holidays shall be compensated in one of the following three ways:

a. Taking the holiday off, if the Chief or his designee determines that the granting of time off will not cause another employee to be ordered to work. This is the only category of leave that the employee can request on this day, unless the employee was already pre-approved for a vacation week (a one week block of vacation as defined in Article 12);

b. Full-time police dispatchers shall receive an extra days pay, in the pay period following the holiday; or

c. A full-time dispatcher who is scheduled to work and does work a holiday may elect to take another day as holiday time off. This holiday time off must be taken within 60 days of the holiday (except for Memorial Day which must be taken by the end of June), or it will be forfeited. The Chief may waive this requirement if the dispatcher was precluded from taking the

time due to unforeseen circumstances, or in the case of a long-term illness verified by a physician's certificate that the employee was examined.

Section 3. ACO. Holiday compensation for the ACO position shall be in the form of having the holiday off without loss of pay (for holidays falling on Tuesday through Friday when Town Hall is closed), or banking a day (for holidays falling on a non-work day), to be taken within six months but in no event beyond the fiscal year in which the holiday occurred.

Section 4. An employee who uses sick leave on the day immediately before a holiday, or on a holiday, or on the day immediately following a holiday shall not receive holiday pay or holiday time off under Sections 2 and 3 above. The Chief may waive this forfeiture for a long-term illness verified by a certificate from a physician that the employee was examined and was ill on the day(s) in question.

Section 5. An employee who is on an approved vacation week when a holiday occurs, shall be paid for the holiday in the following pay period.

Section 6. Any dispatcher who works during the midnight shift on the day that daylight savings time changes forward in the Fall will be compensated for one additional hour.

Section 7. Payment of accumulated but unused holidays shall be made to the estate of an employee who dies while employed. When an employee resigns with notice, the Town shall pay the accumulated but unused holiday in the payroll period following the last day of employment.

ARTICLE 14 – SICK LEAVE

Section 1. The following shall govern sick leave for full-time employees in continuous service with the Town. Regular part-time employees shall receive sick pay on a proportionate basis. Seasonal and part-time employees working less than 20 hours shall not receive sick pay.

a. An employee in continuous employment shall accrue one and one-quarter days sick leave for each month, provided such leave is necessitated by sickness or injury.

b. An employee in continuous employment shall be credited with the unused portion of leave granted under subsection a, up to a maximum of 165 days.

Section 2.

a. To be eligible for paid sick leave, an employee must give a minimum of two (2) hours notice prior to the start of the shift.

b. If required by the Chief or his designee, a physician's certificate of illness shall be submitted by the employee after three days of absence before leave can be granted. Furthermore, it is mandatory that a physician's certificate of illness be provided by the employee after the fifth day of a continuous sickness.

c. A physician's certificate verifying that an employee was examined and found to be too ill to work may be required, as a condition of eligibility for paid sick leave, when the Chief of Police or his designee suspects abuse of sick leave. Sick leave abuse shall include but not be limited to: a record of frequent absences not involving hospitalization or a long-term

verified illness; absences on the day immediately before a holiday, on a holiday, and on the day immediately following a holiday; disproportionate number of absences on weekends or holidays; and absences during the designated “black out” dates.

Section 3. The Town Manager and/or the Police Chief may, of their own motion, require a medical examination of an employee who reports his inability to report for duty because of illness or if there is a question about the employee’s fitness for duty. This examination shall be at the expense of the Town by a physician appointed by the Town Manager. The employee shall be required to release all relevant medical records, to the Town’s designated physician, in advance of the exam.

Section 4. Up to five (5) days sick leave per fiscal year may be used by an employee to take care of an ill member of the Immediate Household, provided that the employee specifies the need, the name of the member, and submits, if requested, reasonable verification of the illness. In extenuating circumstances, the Chief, in his sole discretion, may grant additional days of paid sick leave.

Section 5. Payments of accrued sick leave to an employee who is receiving Worker's Compensation payments shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate. These payments shall continue for not more than six months unless extended beyond that period by the Town Manager.

Section 6. Buy Back. Upon death, retirement, or voluntary resignation, payment shall be made of 25 percent of accumulated sick leave. Additionally, the retiring or resigning employee shall be allowed to donate to the sick leave bank 25 percent of his remaining sick leave.

Any employee hired after January 1, 2013 shall not be paid for their accumulated and unused sick time upon their death, retirement, or voluntary separation from service.

Section 7. Sick Leave Incentive. Employees who have reached the maximum of one hundred sixty-five (165) days accumulation and who have not used any sick leave during a six month period ending either December 31 or June 30 shall be entitled to convert one day's sick leave (1/10 of the employee's bi-weekly pay) to a sum commensurate with the employee's regular rate of pay.

Section 8. Sick leave shall not accrue under any of the following circumstances: (a) For an employee receiving worker’s compensation beyond six months from the date of the injury; (b) during any period of unpaid leave for any purpose in excess of thirty (30) days; or (c) for any calendar month in which the employee was on leave without pay or absent without pay for the entire month.

ARTICLE 15 – SICK LEAVE BANK

Section 1. There shall be a sick leave bank established for all members of the bargaining unit, to be funded by contributions of each member's personal sick leave.

Section 2. The bank will be funded as follows:

- All current unit members shall donate two (2) sick days from their current accumulation for each year of service since 1995.
- The current accumulation shall be calculated as the number of sick days actually accrued (at 1 ¼ days per month) minus the number of sick days actually used by the member.
- From and after July 1, 2012, each member shall contribute two (2) days each July.

Section 3. The Sick Leave Bank shall be administered by a committee consisting of two designees of the Union and two designees of the Town.

Section 4. An employee who has exhausted all of his/her accumulated sick leave and who has completed the probationary period, can make written application to the Committee for the use of bank days in case of serious long-term illness.

Section 5. A majority vote of the Committee shall be necessary for the granting of sick leave bank days, and in making its decision the Committee shall review the employee's length of service, prior sick leave records, and facts surrounding the instant request. A maximum of 30 days can be awarded by the Committee without further review.

Section 6. The decision of the Sick Leave Bank Committee shall be final and binding and not subject to review under the grievance-arbitration procedure or otherwise.

ARTICLE 16 – COURT TIME

Any dispatcher who is required to appear in court on behalf of the Town in a criminal case, or a civil case directly related to the performance of assigned duties at any time other than his/her regularly scheduled duty hours, shall receive pay at the rate of time and one-half for a minimum of three (3) hours.

ARTICLE 17 – FAMILY AND MEDICAL LEAVE

Section 1. An employee is entitled to up to twelve (12) weeks of family and medical leave in any given year pursuant to the Family and Medical Leave Act of 1993. Leave for this purpose is unpaid, except as provided by the Town's Family and Medical Leave Policy. Any time an employee spends away from work due to a serious health condition, or under the medical leave or family leave policies of the Town, including sick leave or injury on duty, counts against the twelve (12) weeks of leave which are available during any year. The Town may, in its discretion, grant leave beyond the twelve (12) weeks, upon request, where an employee is entitled to more than twelve (12) weeks pay pursuant to other provisions of this Agreement, or where the employee is receiving workers' compensation. The Town reserves all rights that it

may have under the Family and Medical Leave Act of 1993, including the right to promulgate regulations and policies to implement the provisions of and designate leave under the Federal Family and Medical Leave Act, provided that such regulations or policies do not negate any negotiated leave benefit contained in an express provision of the parties' collective bargaining agreement. Any employee who is eligible for the Family and Medical Leave shall be required to follow the procedures set forth in the Town's Family and Medical Leave Policy.

Section 2. An employee who uses leave because of his/her serious medical condition must use accrued sick or vacation leave while on FMLA.

Section 3. An employee who uses leave because of the serious health condition of an immediate family member must first use accrued vacation and then take the remainder of the leave as unpaid leave.

ARTICLE 18 - PERSONAL LEAVE

An employee will be entitled to up to two (2) personal days per fiscal year. Such days cannot be carried over. If an employee has not worked a full year his/her personal days will be prorated based on the number of months worked, provided that personal days will not accrue during the first six (6) months of employment.

Personal day requests must be made to the Chief of Police at least 24 hours in advance, except in case of an emergency.

ARTICLE 19 - MATERNITY / PATERNITY LEAVE

Section 1. When an employee becomes pregnant, she shall furnish the Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to work so long as her physician certifies in writing that she is able to continue work without endangering her health or that of the unborn child and provided neither the quantity or quality of her work will be diminished. If the employee desires maternity leave, such leave shall be granted in accordance with applicable provisions of state and federal law.

When the employee returns to work following a maternity leave, she shall be reinstated to her former rank with seniority accrued as of the date the leave commenced, subject to applicable law.

Section 2. Up to two (2) days leave will be allowed the father on the birth or adoption of a child, which leave may be charged to any accumulated sick leave time, personal leave time, or vacation time.

ARTICLE 20 - BEREAVEMENT LEAVE

Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:

Spouse or Child/Step Child
 Parent/Step Parent,
 Brother/Step Brother, Sister/Step Sister,
 Life partner.....up to five consecutive days.

Grandparent/Step Grandparent,
 Mother-in-Law,
 Father-in-Law, Sister-in-Law,
 Brother-in-Law..... up to three consecutive days.

Other relatives residing
 in the household.....up to one day.

The Chief shall have the ability, at his/her discretion, to allow bereavement time for the death of non family members, up to one day. Additional leave under this Article may be granted at the approval of the Chief.

ARTICLE 21 – LONGEVITY

Full-time employees shall receive a lump-sum payment, separate and apart from base pay, based upon their years of service for the Town of Chatham. The Longevity Payments shall be made on the payroll immediately following the employee’s anniversary date of hire as follows:

Upon Completion of 6 years of experience		\$250.00
Upon Completion of 7 years of experience	\$50.00	\$300.00
Upon Completion of 8 years of experience	\$50.00	\$350.00
Upon Completion of 9 years of experience	\$75.00	\$425.00
Upon Completion of 10 years of experience	\$75.00	\$500.00
Upon Completion of 11 years of experience	\$100.00	\$600.00
Upon Completion of 12 years of experience	\$100.00	\$700.00
Upon Completion of 13 years of experience	\$100.00	\$800.00
Upon Completion of 14 years of experience	\$100.00	\$900.00
Upon Completion of 15 years of experience	\$100.00	\$1,000.00
Upon Completion of 16 years of experience	\$100.00	\$1,100.00
Upon Completion of 17 years of experience	\$100.00	\$1,200.00
Upon Completion of 18 years of experience	\$100.00	\$1,300.00
Upon Completion of 19 years of experience	\$100.00	\$1,400.00
Upon Completion of 20 years of experience	\$100.00	\$1,500.00
Upon Completion of 21 years of experience	\$100.00	\$1,600.00
Upon Completion of 22 years of experience	\$100.00	\$1,700.00
Upon Completion of 23 years of experience	\$100.00	\$1,800.00
Upon Completion of 24 years of experience	\$100.00	\$1,900.00
Upon Completion of 25 years of experience	\$100.00	\$2,000.00

Full-time employees hired after January 1, 2013 shall receive a lump-sum payment, separate and apart from base pay, based upon their years of service for the Town of Chatham. The Longevity Payments shall be made on the payroll immediately following the employee's anniversary date of hire as follows:

Upon Completion of 10 years of service	\$300.00
Upon Completion of 11 years of service	\$300.00
Upon Completion of 12 years of service	\$300.00
Upon Completion of 13 years of service	\$300.00
Upon Completion of 14 years of service	\$300.00
Upon Completion of 15 years of service	\$400.00
Upon Completion of 16 years of service	\$400.00
Upon Completion of 17 years of service	\$400.00
Upon Completion of 18 years of service	\$400.00
Upon Completion of 19 years of service	\$400.00
Upon Completion of 20 years of service	\$500.00
Upon Completion of 21 years of service	\$500.00
Upon Completion of 22 years of service	\$500.00
Upon Completion of 23 years of service	\$500.00
Upon Completion of 24 years of service	\$500.00
Upon Completion of 25 years of service	\$1000.00

ARTICLE 22 – JURY DUTY

If a full-time or regular part-time employee is selected for jury duty, either for the Commonwealth or the Federal Judiciary, such employee shall be reimbursed the different in pay between what payment the said employee received, either from the County, State, or Federal Judiciary, and his or her regular straight-time wages, providing:

- a. Such payment shall apply only to those days the employee would actually have been scheduled to work;
- b. The employee selected for jury duty shall notify his/her supervisor immediately upon being selected, and
- c. The employee reports to work for the Town whenever he or she is not required to sit on the jury during a full jury duty day, or in the event a sitting-in is cancelled for a certain day.

ARTICLE 23 – OTHER LEAVES

Section 1. Leave Without Pay. Leave without pay to enable an employee to resolve a pressing personal situation may be granted with the approval of the Department Head and the Town Manager. During Leave of Absence Without Pay, an employee shall not accumulate vacation leave, sick leave, or longevity credits.

Section 2. Military Leave. Members of the military reserves on brief tours of duty such as the annual summer two week tour of duty shall be compensated by the Town for the difference between the employee's regular pay and that received on military duty. Such tours of duty shall not be counted against vacation allowance.

ARTICLE 24 – UNIFORMS AND EQUIPMENT

The Town shall supply, at its own expense, the uniforms it determines shall be worn, and such equipment as it determines is necessary to perform assigned duties. Employees are responsible for upkeep of uniforms and proper handling of equipment. All clothing and equipment items shall remain the property of the police department. The department shall reimburse each employee for the cost of footwear approved by the Chief of Police, every other year, in an amount not to exceed \$100. *Parties agree to meet from time to time to review preferences.*

ARTICLE 25 – SWAPS/SUBSTITUTIONS

Subject to advance approval by the Chief of Police, or his or her designee, an employee shall be granted a swap for a shift on which he is able to secure another employee to work in his place. This leave will be allowed, provided:

- a. Such substitution does not impose any additional cost on the Town with regard to wages or benefits;
- b. The officer-in-charge of the shift in which the substitution shall take place be notified one day prior to its becoming effective except in case of an emergency when notification can be made on shorter notice;
- c. Notice shall include the name of the substituting employee;
- d. Neither the Department nor the Town is held responsible for enforcing any agreements between the employees.
- e. Request will be made to a member of the Administration, Monday-Friday. Response shall be made to the employee within five (5) work days.
- f. The posted work schedule shall reflect any such swaps, vacations, personal days or other changes in a manner consistent with ability and time maintenance.
- g. Shift swaps or substitutions must be completed within forty-five (45) days.

ARTICLE 26 – PERFORMANCE EVALUATION

The Town shall have the right to continue and revise its system of formal performance evaluations, which may be used in personnel determinations including step placement. The granting and timing of a step increase shall be subject to the Chief's approval based on his evaluation of performance. Employees shall have the right to include comments with respect to any evaluation, or part thereof, which reflects a deficiency in performance. The Chief shall meet, upon request, to discuss and review any proposed written comments. Performance evaluations shall not in any way be subject to the grievance-arbitration procedure or any other appeal procedure.

ARTICLE 27 – PROBATIONARY PERIOD

Any newly hired dispatcher shall be deemed to be on probation for a period of twelve (12) months of actually performing the duties of the position. The Chief of Police may extend the probation period of an employee by six (6) months with at least thirty (30) days written notice to the employee with a copy to the Union President.

A probationary employee may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such probationary employee may not be made the subject matter of the grievance provision of this Agreement, either by the employee affected or by the Union.

ARTICLE 28 – TRAINING

Section 1: The Town shall, to the best of their ability, provide training which may include 911 state required training of APCO, 911 certification, CPR certification and 16 hours of yearly in-service training, as deemed appropriate and necessary to the performance of dispatching duties as determined by the Chief.

Section 2: Chatham Police Dispatchers, who are assigned to train new CPD Dispatchers shall receive a stipend of \$40.00 per shift, when the Dispatcher as Trainer, is actively training a newly hired police dispatcher or police officers (Trainee) on a specific shift that the Police Dispatcher (Trainer) is working. This stipend will only be paid on the shifts when the newly hired dispatcher or newly hired police officer (Trainee) is in the initial training phase and job orientation of their employment. The stipend shall not apply to any other training situations.

ARTICLE 29 – DUES DEDUCTION

The Union dues of regular full and part-time employees shall be deducted from the wages of each such employee who has signed an authorization form provided by the Union and presented to the Town in accordance with applicable law. The Town shall transmit dues collected each month to the Treasurer of the Union at the following address:

New England Police Benevolent Association, Inc.
Attn: Treasurer,
7 Technology Drive, Suite 200
Chelmsford, MA 01863

The Union and any employee covered by this Agreement agree to indemnify and hold harmless the Employer against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues and initiation fees.

ARTICLE 30 – NO STRIKE

Section 1. No bargaining unit employee covered by this Agreement shall engage in, induce, encourage any strike, work stoppage, slowdown or withholding of services by such bargaining unit employees. Provisions of this Article shall be applicable to all bargaining unit employees during the period of bargaining for a new Agreement subsequent to this Agreement.

Section 2. The Union agrees not to induce or encourage any bargaining unit employee to violate the provisions of Section 1 above, and further agrees to take prompt action to discourage such conduct.

Section 3. Any action by the Town to enforce the provisions of this Article shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement. Violations of the terms of this Article shall be cause for discharge, and/or discipline in the sole discretion of the Town.

ARTICLE 31 – SAVINGS AND STABILITY OF AGREEMENT

Section 1. This agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

Section 2. The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

Section 3. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) any subjects or matters referred to or covered in this agreement, or
- (2) any subjects or matters not referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 4. Supersedence. Upon execution of this Agreement, the Town of Chatham Personnel Policies shall cease to govern wages, hours and conditions of employment. Except to the extent that a particular personnel or operational practice is specifically modified or restricted by an express provision of this agreement or specifically incorporated by reference in this agreement, the town reserves and retains the right to add to, alter, or eliminate such practices.

Section 5. If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE 32 – EMPLOYEE PERSONNEL FILES

Bargaining unit employees shall have the right to review the contents of their personnel file during normal business hours within a reasonable time of the request. A bargaining unit employee will be entitled to have a representative of the Union accompany him/her during such review. The bargaining unit employee will also have the right to submit a written answer to such derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. The Town shall determine, in its sole discretion, the contents of the personnel file.

ARTICLE 33 – DISCIPLINE

Section 1. This article sets forth standards for discipline and certain agreed procedures for resolving issues of discipline for certain employees.

Section 2. This article shall apply only to discipline imposed on bargaining unit employees who have completed their probationary period as defined in Article 27.

Section 3. No employee may be removed, dismissed, discharged, or terminated from employment by the Employer except for “cause” and then only by final action after a hearing. No employee may be suspended with or without pay from employment except for “cause”.

Section 4. Major Discipline.

a. Before imposing discipline in excess of a five (5) day suspension, on an employee covered by this Article, the Town shall provide a notice that discipline in excess of a five day suspension, up to and including discharge, is contemplated, and shall thereafter provide a hearing before imposing that discipline.

b. If the discipline imposed under this section is less than a five (5) day suspension, and the union contends that there was not cause for said discipline, the union (but not an individual employee) may file a grievance at the Town Manager level of the grievance procedure (step 3) which shall set forth the specific grounds of the union’s claim. The parties may agree to waive a meeting or answer at the step 3 level.

c. If the matter is not resolved at step 3, the union (but not an individual employee) may invoke arbitration under Article 8, Section 4, to resolve the question whether there was not cause for the discipline imposed.

Section 5. Other discipline.

a. An employee covered by this Article who receives a written reprimand or other discipline not involving loss of pay, shall not have recourse under the grievance-arbitration provisions of this Agreement, but may submit for inclusion in his/her personnel record a written statement rebutting or clarifying the facts or grounds of such discipline.

ARTICLE 34 – DURATION

This contract shall extend from July 1, 2021 to June 30, 2024 and shall continue in force and effect thereafter. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days or less than ninety (90) days prior to the expiration date as set forth above. After receipt of notice by either party, a conference will be held within thirty (30) days between the Town and the New England Police Benevolent Association Local 115 Negotiation Committee for the purpose of negotiating such amendments, modifications or termination.

ARTICLE 35 - DRUG AND ALCOHOL TESTING

A. PURPOSE

To state the policy and guidelines for drug and alcohol use and testing for employees of the Chatham Police Department, ensuring a workforce free of employees who use illegal drugs, misuse prescription drugs and/or abuse alcohol.

B. POLICY

It is the policy of the Town of Chatham Police Department that employees provide and maintain a safe work environment, free of the use of illegal drugs and alcohol. It is agreed that the Town and the and the Union agree that Police Dispatchers are required to be drug and alcohol free in order to ensure the safety of the community, the safety of their fellow employees and to ensure their own safety. A Police Dispatcher impaired by alcohol or drugs creates an unreasonable risk and threat of danger to all. Further, drugs and alcohol abuse impairs the health, well-being and effectiveness of the members of the police department and the organization as a whole. Illegal drug and alcohol abuse also reflect discredit upon the Town and the members of the police department. Therefore, the use of illegal drugs or impairment from alcohol will not be tolerated in the Chatham Police Department. The reasonable suspicion definition shall be used to require an employee to undergo drug or alcohol use testing. An employee who is reasonably suspected of drug or alcohol use shall be removed from active duty and placed on administrative assignment or leave and required to undergo drug and/or alcohol testing.

C. DEFINITIONS

1. Reasonable Suspicion - A belief based on objective facts and the rational inferences which may be drawn from such facts, or based on direct or reported observations from a credible source that the particular employee is using or has used drugs or alcohol in violation of this policy.
2. Prohibited Drugs - Substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. ss812). These drugs include marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization shall be considered a prohibited drug and may be illegal.
3. Medical Review Officer - A licensed physician who has knowledge and medical training of substance abuse disorders, laboratory testing procedures, collection procedures and can

verify positive or confirmed test results; and can evaluate an employee's medical history or relevant biomedical information.

D. PROHIBITED CONDUCT

In the event that an employee reports to work, or at any point in his or her work period, and gives the appearance or exhibits behaviors of, or where there are reasonable grounds for believing or suspecting an employee may be under the influence of alcohol or illegal drugs, as determined by the reasonable suspicion definition provided herein, the employee may be removed from duty and required to undergo drug and/or alcohol testing. The following conduct shall constitute an offense under this policy.

1. The possession, use, transfer, manufacture or sale of any illegal drug, or of a legal prescription drug obtained in an illegal manner.
2. The possession upon the employees person or use of alcohol during working hours, or while using Town owned vehicles or facilities.
3. Driving under the influence of alcohol or drugs while on duty.
4. Reporting to work, or while being at work, with a blood alcohol level above 0.04, or impaired by drugs or alcohol.
5. Abuse of validly obtained prescription drugs.
6. Any employee arrested for a drug-related offense, whether on-duty or off-duty. Employees shall be required to notify the Chief immediately of such an incident.

E. CRIMINAL INVOLVEMENT

Any criminal investigation related to illegal drug involvement by employees shall be performed apart and separately from this contract item. This policy will not prevail over or prevent any criminal investigation or criminal charges should an employee commit a crime.

F. RESPONSIBILITIES OF EMPLOYEES

1. **VALID PRESCRIPTIONS OF CONTROLLED SUBSTANCES** - An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely, efficiently and productively. Should the employee have any questions or doubts in this circumstance, the employee may be required to contact the Chief or a member of the command staff to discuss the matter.
2. **OBSERVATION OR KNOWLEDGE OF DRUG OR ALCOHOL USE** - Any employee who makes direct observations of another employee suspected of using drugs or alcohol in the work environment shall be required to immediately notify a supervisor of the department. Supervisors shall make immediate notifications to the command staff and determine if an employee needs to be removed from duty based upon reasonable suspicion and within the parameters of this policy and submit a report of the facts to the Chief. In no case will any employee retaliate or harass another employee for reporting credible information or observations regarding drug or alcohol use.

G. PROCEDURES FOR DRUG TESTING EMPLOYEES

1. **COLLECTION:** An employee subject to drug testing, after reasonable suspicion has been established, will be directed in writing to report at a specified time to an approved testing laboratory facility. Collection of a urine sample and/or hair sample will be supervised by qualified medical personnel in accordance with the procedures established by the testing laboratory. A split sample will be retained. The samples will be properly sealed and labeled to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test shall be prepared to bring and produce their driver's license or state identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.
2. **PROCESSING:** Urine samples will be initially screened by an Immunoassay or comparable screening test, with positive results confirmed by gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.
3. **REPORTING RESULTS:** The test results will be reported verbally and in writing to the Chief or the person the Chief designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. the results of the drug test will be maintained in confidence by the Town and will only be disseminated on a need-to-know basis.
4. **POSITIVE RESULTS:** Before a positive result from a test is reported to the Town by the testing laboratory, the certified physician who interprets the results (Medical Review Officer) will consider whether the positive test result was caused by legal drug use, pursuant to a validly obtained prescription. The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results, then the test will be reported as "negative." The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the "positive" test result will be reported to the employer. This section does not nullify the employee's responsibilities under section F 1. of this policy.
5. **THE TESTING LABORATORY:** The testing laboratory(s) facility shall be selected by the Town and shall be certified by the federal government. The Town will notify the union of the laboratory facility to be utilized if a collection procedure is warranted for an employee.

ARTICLE 36 – MUNICIPAL REVENUE GROWTH FACTOR (MRGF)

Municipal Revenue Growth Factor: The Union COLA for any given fiscal year shall be determined by the Municipal Revenue Growth Factor (MRGF) based on actual receipts within the Town for the previous fiscal year. If the MRGF is less than zero% for that year, zero% will be recommended. If the MRGF is higher than 3% for that year, 3% will be recommended. If the COLA amount is recommended by the Town Manager and the Board of Selectmen, and subsequently approved at the annual Town Meeting, it takes effect on July 1st following the May Town Meeting. It is expected that the Municipal Revenue Growth Factor will be certified in October or each year, and the Bi-Weekly wage schedule that will go into effect on July 1 of the following year will be available in October.

ARTICLE 37 – POLICE ADMINISTRATIVE ASSISTANT

The Union has no objection to continuation of practice of a dispatcher cross-trained to fill in for the Administrative Assistant to the Chief of Police during short-term absences, and the dispatch shifts would be filled under the short-term provision of Article 11. The dispatcher filling in for the Administrative Assistant will earn an additional \$1.00 more per hour than their current hourly rate while performing those duties.

ARTICLE 38 – LAYOFF & RECALL

For purposes of this Article only, the term "Seniority" shall mean length of continuous service within the bargaining unit.

For the purposes of this Agreement, the term "layoff means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff; the least senior employee or employees shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

This Agreement is subject to ratification by the Town of Chatham and by New England Police Benevolent Association, Local 115 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Chatham and by New England Police Benevolent Association, Local 115

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this _____ day of March, 2021.

TOWN OF CHATHAM,
By its Board of Selectmen,
duly authorized,

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 115,
By its Authorized Representatives,

DATED:

DATED:

APPENDIX A

WAGES

Pay Step	Current	7/1/21
Step 1	\$22.19	\$22.19
Step 2	\$23.24	\$23.24
Step 3	\$24.30	\$24.30
Step 4	\$25.35	\$25.35
Step 5	\$27.46	\$27.46
Step 6	\$28.52	\$28.52
Step 7	\$29.57	\$29.57
Step 8		\$30.31
Step 9		\$32.50

Steps:

Advancement on the step schedule on and after July 1, 2015 shall be subject to the following conditions:

(1) An annual budgetary determination by the Town Manager (under the direction of the Board of Selectmen and Town Meeting to appropriate sufficient funds for the cost of steps for the positions in this bargaining unit; and

(2) On an individual basis, a determination by the department head that the employee's performance (as measured in the performance evaluation) and conduct have been satisfactory.



FILL IN BOXES MARKED WITH AN (X)

REQUEST AND AUTHORIZATION FOR VOLUNTRY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES AND REQUEST THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION TO ACT AS MY EXCLUSIVE COLLECTIVE BARGAINING AGENT

NAME OF EMPLOYEE *(Print Last Name, First, Middle)*

INDENTIFICATION NO. *(Soc. Sec. or Other)*

(X)

(X)

HOME ADDRESS *(Street and Number)*

CITY AND STATE

ZIP CODE

(X)

(X)

PHONE

DEPARTMENT

(X)

(X)

NAME OF EMPLOYEE ORGANIZATION

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 115

[] I hereby certify that the regular dues of New England PBA for the above named member are currently established at \$ _____ per week. I acknowledge I may withdraw from the Union only during the month of July of each year with written notice to the Union and the City / Town.

[] I hereby certify that the employee listed above wishes to not be a dues paying member of New England PBA and acknowledges any individual need for Union services shall be required to pay an hourly rate which shall be determined by the Executive Committee.

(X) _____
SIGNATURE AND TITLE OF AUTHORIZED OFFICE *(President or Treasurer)*

(X) _____
DATE

I HEREBY AUTHERORIZE THE ABOVE NAMED AGENT TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN ITS DUES STRUCTURE

(X) _____
SIGNATURE OF EMPLOYEE

(X) _____
DATE

* COPY SHOULD BE SENT TO: Treasurer, New England PBA, 7 Technology Drive, Suite 202, Chelmsford MA, 01863