

TOWN OF MARSHFIELD

POLICE

UNION CONTRACT

July 1, 2020 – June 30, 2023

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ARTICLE I – INTRODUCTION

The following Memorandum of Agreement effective, unless specifically stated herein, effective July 1, 2020, is made and entered into by and between the Town of Marshfield, hereinafter called the "Town" acting by and through its Selectmen and the Association of Marshfield Police, hereinafter called "AMP" or "Union," under the provisions of the applicable General Laws.

WITNESSETH:

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

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

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

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

ARTICLE II - STABILITY OF AGREEMENT

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

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

Section 3. If any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, Civil Service rules and regulations such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of the Agreement shall remain in full force and effect. Where appropriate, the parties shall meet to negotiate a legally constituted replacement provisions, but this shall not constitute a reopener of this Agreement.

Section 4. The parties acknowledge that during the negotiations which preceded the execution of 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 area 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. Either party, however, may propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof, but neither party shall be obligated to consider or

negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by Letters of Mutual Intent, which shall be signed by representatives of the parties duly authorized by the Town and the Union.

ARTICLE III - RECOGNITION

Section 1.

Pursuant to Massachusetts General Laws Chapter 150E and 456 Code of Massachusetts Regulations 11.04(5), the Town of Marshfield has recognized the Association of Marshfield Police as the exclusive collective bargaining representative for the purposes of collective bargaining for all full-time and regular part-time police officers employed by the Town of Marshfield, excluding the Chief of Police and all other employees of the Town. The Union recognizes the Board of Selectmen and/or their designated representative as the sole and exclusive representative of the Town for the purpose of the collective bargaining relative to wages, hours, standards of productivity and performance and other conditions of employment.

Section 2. The Union recognizes that a full-time permanent Police Officer, upon initial hiring to the Marshfield Police Department, must serve a probationary period prescribed by Civil Service Rules and Regulations. It is agreed that although a full-time permanent Police Officer is covered by this Agreement during his probationary period no probationary Police Officer at the entrance level, shall have access to the grievance procedure where the issue is one of his discipline or discharge, and no probationary employee in any promotional classification shall have access to the grievance procedure where the issue is one of his demotion.

Section 3. Non - Discrimination - The Town and the Union agree not to discriminate in any way against employees covered by this Agreement. The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, nation origin, political beliefs or union or non-union membership.

Section 4. Payroll Deduction - The Town of Marshfield agrees to deduct from the pay of all employees in this unit who authorized such deduction from their wages in writing on the appropriate form provided by AMP, such membership dues and initiation fees as may be uniformly assessed by AMP, and remit such deducted funds to AMP. The Town shall make equal bi-weekly deductions of all items, which the Town is authorized to deduct, including: taxes, medical insurance, Union Dues, Agency Service Fee, Credit Union loans, etc. The Union agrees to indemnify and hold harmless the Town for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any such dues deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the Town for dues actually deducted under this section terminates upon the delivery of the dues together with a list of the amount of dues and employees from whom they were deducted to the Union.

Section 5. Agency Service Fee - The Town and the Union recognizes the right of all members of the Marshfield Police Department to voluntarily join or refrain from so joining the Union. However, the Town agrees to deduct an Agency Service Fee as a condition of employment from the salary of every employee in the bargaining unit, who has not executed an

authorization for deduction of Union dues as set out above. Said Agency Service Fee, effective as of the date of execution of this Agreement, of \$2.00 per week shall be deducted by the Treasurer of the Town from each payment of the salary made to each employee during the life of this collective bargaining agreement and paid over to the Union, the exclusive bargaining agent for such employee. This Agency Service Fee of \$2.00 per week is a determination made by the Union as the amount, which is proportionally commensurate with the cost of collective bargaining and contract administration. The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

Section 6. This article shall not become operative as to employees newly hired into the bargaining unit until thirty (30) days after being hired as a full-time employee. The Union shall reimburse the Town for any and all expenses and/or back pay incurred as a result of the Town being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Town shall have no obligation to defend the termination.

ARTICLE IV - RETENTION OF CIVIL SERVICE RIGHTS AND CIVIL SERVICE PROMOTIONS

The members of the Marshfield Police Department covered by this Agreement shall continue to enjoy their Civil Service Rights as provided in Chapter 31 of the Massachusetts General Laws. In the matter of individual grievance and arbitration the employee may elect to apply either the grievance and arbitration procedure contained herein or Civil Service procedure but not both.

The parties agree that the Town has met its bargaining obligation with respect to moving to a civil service assessment center for promotions to the ranks of Sergeant, Lieutenant, and Captain. The parties agree that as part of the assessment center for the position of Sergeant, there will be a written examination component to the assessment center. The parties further agree that positions to the rank of Lieutenant and Captain will be governed solely by an assessment center.

ARTICLE V - HOLIDAYS

Section 1. The following days shall be considered and recognized as paid holidays except when the employee is on personal leave of absence under Article XV, Section 1, at the occurrence of the holiday. An employee absent on a work related illness or injury leave will be paid in accordance with Section 4 of this Article.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Patriot's Day	Columbus Day	Christmas Day

The aforementioned will be construed to guarantee each employee twelve (12) paid holidays in addition to his regular salary; whether or not his day off falls on a holiday. For the purpose of

this Article, the "Holiday" is the twenty-four (24) hour period commencing at 00:01 a.m. and running to 12:00 p.m. of each day listed in this section.

Section 2. Holiday pay shall be paid on the basis of one-fifth (1/5) of the employees base weekly salary.

Section 3. Any employee who works on a holiday, when he is on vacation or is on his scheduled day off, will receive time and one-half (1-1/2) his straight time hourly rate for all hours worked on the holiday in addition to his holiday and vacation pay.

Section 4. Notwithstanding anything in the preceding Sections to the contrary, if an employee is absent on a holiday, which is his scheduled workday, or if an employee is absent both on his scheduled tour of duty immediately prior to and on his scheduled tour of duty immediately subsequent to a holiday, which falls on a scheduled day off, or if an employee is granted permission to taken an unscheduled day off on a holiday which is his scheduled workday, such employee shall not receive additional compensation for such holiday. However, if an employee is absent during a holiday because of a work related illness or injury which occurs on or after July 1, 1981, he will not receive holiday pay during his injury leave.

Section 5. When an employee ceases to be a member of the Marshfield Police Force, he shall be entitled to all the holiday pay that he has accrued.

Section 6. Holiday pay shall be included in an employee's base pay for pension purposes as provided by law.

Section 7. Permanent intermittent patrol officers and provisional patrol officers working a full schedule shall be eligible for holiday benefits under this Article.

Section 8. A full-time permanent employee on paid sick leave is entitled to holiday pay.

Section 9. Subject to the operating needs of the department, an employee may request the Chief of Police to grant a day off in lieu of Holiday Pay. The day off must be scheduled during the current fiscal year, at least five working days in advance and have the approval of the Chief. Should the operating needs of the department prevent an employee from using the day as scheduled under this section and it is impractical to re-schedule the day prior to the end of the fiscal year then the employee shall receive the holiday pay to which he/she was entitled.

ARTICLE VI - HOURS OF WORK

Section 1. The Town and the Union agree and understand that because of the nature of the Police Department operation it must be conducted on a seven (7) day per week basis, twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Section 2. The regular hours of work for uniformed shifts are as follows:

- Tour of Duty Shift 1 - 12 Midnight to 8 A.M.
- Tour of Duty Shift 2 - 8 A.M. to 4 P.M.
- Tour of Duty Shift 3 - 4 P.M. to 12 Midnight

Tour of Duty Shift 4 - 8 P.M. to 4 A.M.
Tour of Duty Shift 5 - 10 A.M. to 6 P.M.
Tour of Duty Shift 6 - 6 P.M. to 2 A.M.
Tour of Duty Shift 7 - Beach Buggy Shift. Hour assignment at the discretion of the Chief of Police or his designee.
Tour of Duty Shift 8 - Split shifts made up from any of the above tours of duty may be assigned at the Chief's discretion.

Section 3. Uniformed employees shall be scheduled to work on regular work shifts or tours of duty, which shall have a regular starting time and quitting time. Work schedule shall be posted on department bulletin board.

Section 4. The Town agrees that if it is necessary to change an employee's shift or tour of duty, it will notify the President of the Union and post a work schedule at least thirty (30) days in advance of such change, unless waived by the employee(s). A minimum of one shift change per calendar year.

Shifts will not be added or deleted during a shift bid without re-bidding. The foregoing shall not abridge the right of the Chief to temporarily change an employee's shift under an emergency situation.

Section 5. Permission to exchange shifts and tours of duty may be granted by the Chief or his designee. The Union agrees that no change of shift or tour of duty made at the employee's request for his convenience may be used by the employees for the purpose of claiming overtime pay.

Section 6. Assignment to shifts to the Marshfield Police Department shall be by shift preference by seniority. Seniority shall be determined by the date of permanent appointment to the Marshfield Police Department. The Town and the Union agree that the Chief shall have the right, for good of the Department, to make assignments to shifts other than by strict seniority in the specialist categories. It is recognized that seniority shall be used within these specialist categories. It is understood between parties that there are a number of men out injured at the time of this Agreement. These men will have the opportunity to select shift preference by seniority where openings exist on the assigned shifts when they return. For the purpose of this provision, ranking officer (Sergeants, Lieutenants, and Captains) seniority shall be determined by the date of permanent appointment to that higher rank. In cases where appointments are made on the same date, the employee with the highest mark will be the senior officer.

Section 7. The four (4) days on and two (2) days off work schedule is in effect. In order to further explain and delineate this schedule it is agreed that a six (6) week cycle is to be used in which the employees will work forty (40) hours per week for the first four (4) weeks of said cycle and thirty-two (32) hours per week of the fifth and sixth weeks of said six (6) week cycle. Overtime shall be paid at the rate of time and one-half (1 1/2) an employee's regular hourly rate and said overtime shall be figured as any time over and above the hours that the employee is regularly scheduled to work in a particular week using thirty-seven and one-half (37 1/2) hours per week as the average but not acknowledging that there will be two (2) weeks in which the employee shall work thirty-two (32) hours; therefore any hours over that time shall be considered overtime. The Chief of Police shall have the right to assign a specialist to a five (5)

day on and two (2) days off work schedule for the good of the department, providing there shall be no infringement of their right to overtime compensation as specified in Article VII.

Section 8. If an employee is required to report for work prior to his regularly scheduled starting time or if an employee is required to work beyond his regularly scheduled quitting time, he shall be eligible for compensation under the overtime provisions of this Agreement.

Section 9. The Chief of Police may change up to seven (7) days of an officer's shift to another shift in which the officer would be attending training, not to include an officer's day off.

Section 10. The Town and the Union agree that, absent an emergency, officers shall not work more than twenty-four (24) consecutive hours, regardless of the type of assignment worked.

Section 11. Officers assigned to a five day on, two day off (5&2) schedule shall be paid in accordance with the pay scale. Officers assigned to this 5&2 schedule will receive overtime compensation after he/she has worked 40 hours in one week or eight hours in one day.

ARTICLE VII – OVERTIME

Section 1. The Town and the Union agree that the overtime is all assigned, authorized or approved time worked by an employee beyond an employee's regularly scheduled tour of duty shift (other than off-duty private police details) including service on an employee's scheduled day off or during his vacation and service performed either prior to the scheduled starting time or subsequent to the scheduled quitting time for his regular tour of duty and service beyond eight (8) hours per day or forty (40) hours per week while attending Police Training Academy.

Section 2. During the first four (4) weeks of the six (6) week cycle, time worked in excess of thirty-seven and one-half (37.5) hours in any one (1) week or time worked in excess of eight (8) hours in any one (1) day shall be considered overtime and shall be compensated at said overtime rate. For purposes of computation of overtime an employee's hourly rate of pay shall be figured by dividing his base weekly pay by thirty-seven and one-half (37 1/2) hours as it has been computed since January 1, 1973. (Refer to Article VI, Section 6).

Section 3. Employees shall not be required to accept compensatory time off in lieu of monetary compensation overtime service. An officer may request overtime payments be credited to an accumulated time account not to exceed 60 hours. Approval of such requests shall be solely at the discretion of the chief. An officer may accumulate 60 hours to carry from fiscal year to fiscal year and at no time may the amount exceed 60 hours in any given year. Use of such time may be in increments of four (4) hours at the discretion of the Police Chief. Use of such time and carry over of such time shall be at the discretion of the Chief or his designee. The employee must notify the Police Chief in writing 24 hours in advance of using such time.

Section 4. If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty and has left the station and is recalled to the station, or to any other place, and he reports thereto, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and he shall be guaranteed a minimum of two (2) hours of overtime recall pay. It is understood that the two (2) hour guarantee does not apply when an employee is called in early to work prior

to the normal starting time of his scheduled tour of duty and works continuously from the time he reports, into his normal scheduled tour of duty, nor if the overtime service is a continuation of his regularly scheduled tour of duty.

Section 5. An employee, who is ordered in for overtime service during his vacation, shall receive, in addition to the overtime compensation otherwise provided under Section 2 of this Article, a compensatory day off for each such date of vacation on which he performs overtime service.

Section 6. Employees hereunder shall not be required to suspend work in regular hours to absorb overtime.

Section 7. For the purposes of distributing scheduled shift overtime under this Article, two (2) lists shall be established. One list shall consist of all ranking officers within the Department which shall include the Captain, Lieutenants, and Sergeants. The second list shall consist of all the permanent patrolmen in the department. When it is determined by the Chief that it is necessary to fill a vacancy caused by the absence of one or more ranking officer, the ranking officers' list shall be used. When it is determined by the Chief that it is necessary to fill a vacancy caused by the absence of one or more patrolmen, the permanent patrolmen's overtime list shall be used. The Chief reserves the right not to fill overtime upon the absence of any employee. If the overtime opportunity is due to the absence of a ranking officer and the ranking officers list has been gone through without anyone accepting the overtime, it may be filled from the list of permanent patrolmen. If the overtime opportunity is due to the absence of a patrolman and the patrolmen's list has been gone through without anyone accepting the overtime, it may be filled from the ranking officer's list. It is agreed that if a ranking officer fills an overtime opportunity caused by a patrolman's absence, he shall report for duty in uniform and perform some duty within the routine patrol force. Both lists mentioned in this Section shall be run on seniority and rotating basis. For the purposes of distributing non-scheduled overtime for other town departments, the master seniority list, established pursuant to Section 8 of this Article, will be used on a seniority and/or rotating basis. The purpose of this section shall be to insure that a ranking officer is on duty whenever possible and to safeguard against shortening the patrolmen's force available for duty within the routine patrol force if it is determined by the Chief that it is necessary to fill the shift.

Section 8. The Chief or his representatives shall establish a master seniority list of members in the unit and record thereon the amount of overtime worked. An employee refusing overtime shall not be removed from the overtime list but any such refusal shall be recorded for purposes of overtime assignment as overtime actually worked in determining the equitable and fair distribution of overtime to such employee. All scheduled overtime will be distributed to the members of the Unit fairly and equitably as to the number of hours based on an average of a continuing quarterly basis for the purposes of this Article. Notwithstanding anything to the contrary in this Article, the Chief shall have the right to assign overtime to specialists operating in their specialized fields regardless of their position on the overtime list.

Section 9. All employees shall be given at least four (4) hours advance notice of overtime work opportunities except in the case of emergency. Scheduled overtime shall be posted and distributed to all employees on seniority and/or rotating basis. Employees shall have the option of declining overtime unless the seniority list becomes exhausted, or except in the case of an immediate emergency, in which case the Chief will have the right to order a man to work. All employees in the bargaining unit shall be afforded the opportunity to accept overtime service, but

there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 10. Regularly scheduled work shifts or tours of duty and day-off schedules of individual employees or groups of employees will not be changed, altered or modified for the purpose of avoiding the payment of overtime.

Section 11. If an employee calls in sick for his shift he shall be ineligible to work any overtime for twenty-four (24) hours from the start of the shift he called in sick for. If an employee accepts an overtime assignment and subsequently cancels it, such cancellation shall be treated as a refusal of overtime under Section 8 above; in addition, the employee shall be ineligible to work any overtime or private detail for twenty-four (24) hours from the start of the overtime assignment canceled.

Section 12. There shall be no duplication or pyramiding of overtime payments.

Section 13. Permanent intermittent officers:

Supernumeraries, part time, volunteer police, and any other person not full time members of the Marshfield Police Department shall only be used when no members of the unit are available or willing to fill an assignment. The foregoing shall not apply to permanent intermittent officers assigned to the beach program or animal control support between May 1st and October 1st of each year. The Chief may also assign permanent intermittent officers to certain events and trainings as the Chief deems necessary provided that said assignments shall not result in a decrease in paid detail or overtime opportunities for bargaining unit members. Moreover, said assignments shall not exceed 80 (eighty) hours in any six (6) month period.

Section 14. The lists referred to in Sections 7 and 8 of this Article shall be posted in a conspicuous location and updated weekly by the Chief of Police.

Section 15. All Overtime shall be paid in accordance with all applicable state and federal laws, on all hours in excess of one hundred seventy-one (171) hours over a 28 day pay period. The parties adopt a 28 day pay cycle under section 207(k) of the Fair Labor Standards Act. The Association of Marshfield Police, on behalf of individual members, hereby waives its rights to raise any claim under the Fair Labor Standards Act for violations that may have occurred prior to execution of this agreement.

ARTICLE VIII - INSURANCE

Section 1. The Town will continue to provide and pay fifty (50%) percent of the cost of a fifteen thousand (\$15,000) dollar Life Insurance and Dismemberment Policy for all permanent members of the department.

Section 2. The Town will continue to provide and pay fifty (50%) percent of the premiums of the following plans Harvard Pilgrim, BC/BS Network Blue, BC/BS PPO, or comparable plans.

Section 3. The Town and the Union agree that the contributions by employees to the Plymouth County Retirement Association shall be in accordance with General Laws.

Section 4. The Town agrees that the provisions of Massachusetts General Laws, Chapter 41, Section 100G, as passed by Town Meeting in September 1976 relative to Funeral and Burial expenses shall be followed.

Section 5. If during the terms of this agreement a different schedule of insurance is voted by the Town for other Town employees, those benefits shall automatically be provided to members of this bargaining unit.

Section 6. The Union agrees to establish as soon as reasonably practical a so-called "cafeteria plan" pursuant to Section 125 of the Internal Revenue Service code in order to allow employees covered by the parties current Collective Bargaining Agreement to utilize pre-tax income to pay their contributions toward the premium cost of health, life and dental insurance provided such employment pursuant to Massachusetts General Laws Chapter 32B.

Section 7. The Union agrees to accept the revised co-payments as voted by the Mayflower Health Group, March 2010.

ARTICLE IX - VACATION

Section 1. Employees shall be eligible for vacations without loss of base pay in accordance with the provisions of this Article.

Section 2. Employees shall be granted vacation days on the following basis: length of unbroken continuous service with the Department prior to July 1st -

- a. At least six (6) months but less than five (5) years of continuous employment ten (10) working days of vacation.
- b. Five (5) years but less than ten (10) years of continuous employment - fifteen (15) working days of vacation.
- c. After ten (10) years of continuous employment - twenty (20) working days of vacation.
- d. After twenty (20) years of continuous employment - twenty-five (25) working days of vacation.

Section 3. Regular days off will not be considered vacation days, arising during the employee's vacation schedule.

Section 4. Vacations will be granted on a seniority basis within shifts. For the purposes of this Article seniority will be determined by the date of the employee's most recent permanent appointment to the force.

Section 5. Vacation of less than five (5) days will be granted to employees who desire to take shorter periods of vacation, at the discretion of the Chief of Police, when he has received a request in writing for such shorter vacation period.

Section 6. Vacation choices shall be made no later than April 1st in each year from a vacation list composed by the Chief of Police and vacation schedules shall be posted at least two (2) weeks prior to June 1st. In the event an employee does not pick his vacation, the next most senior member may choose ahead of him until he has chosen his vacation.

Section 7. Vacations not taken in the fiscal year in which they are due shall accumulate from year-to-year but not beyond the second fiscal year in which it was earned. In any event the employee is entitled to receive either the time or equivalent salary at the Chief's discretion. The employee shall give at least two (2) weeks notice in order to receive equivalent salary.

Section 8. Each employee shall have the option of requesting that he be paid his full vacation pay in advance by one week's written notice to the Chief to such effect.

Section 9. It is the intent of this Article that a minimum of two (2) permanent members from each shift shall be able to be on vacation simultaneously during the contract period, except for the 6 to 2 shift, which shall be treated as herein below. However, in the event that there are not two (2) permanent members from each shift on vacation at any given time, nothing in this Article shall be construed to require any employee to take a vacation to fulfill this minimum. Also, nothing in this Section shall be construed to limit the discretion of the Chief of Police to allow more than two (2) permanent members from each shift to be on vacation in any period. If three (3) or less officers are assigned to the 6 - 2 shift, one (1) officer per week may be on vacation, and if four (4) or more officers are assigned, two (2) officers per week may be on vacation.

Section 10. Upon the death of an employee who is eligible for vacation under this Article, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation years prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee dies, up to the time of his separation from the payroll.

Section 11. If an employee, because of illness or accident, is unable to begin his vacation when scheduled, the employee shall notify the Chief of Police in advance of the date when his vacation is to begin, and his vacation will be rescheduled in the best manner possible.

Section 12. Employees who are eligible for vacation under this Article and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two [2] weeks notice has been given previously) or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces, but not granted. In addition, payment shall be made for the portion of vacation allowance earned in the vacation year during which such dismissal, resignation with notice, retirement or entrance into the Armed Forces accrued up to the time of the employee's separation from the payroll.

Section 13. Absences on account of sickness in excess of that authorized under the sick leave section of this Agreement or for personal reasons may, at the discretion of the Chief of Police, be charged to vacation leave.

Section 14. An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls within or is legally observed within his vacation.

Section 15. For the purposes of this article the seniority of those employees who were employed as of June 30, 1981, shall continue to be computed in the same manner as it was computed prior to the changes in Section 2 and 4 that were effectuated on July 1, 1981.

Section 16. Employees who are injured in the line of duty and are absent from work for said injury for more than 120 days will stop accruing vacation leave after 120 days of absence. Vacation leave accrued prior to the injury and for the first 120 days of injury leave may be used upon the employee's return to active duty.

ARTICLE X - RIGHTS OF MANAGEMENT

Section 1. The Town and the Union agree that the Town shall retain and reserve all its statutory rights, authority and obligations in the administration of the Police Department and the direction of its employees. All the functions, rights, powers and authority which the Town now has or may be granted or have conferred upon it, including all the customary and usual rights, power, functions and authority of an employer which it has not specifically delegated or modified by this Agreement are recognized by the Union to be retained by the Town.

The Union, therefore, recognizes that the management of the Town and the direction of the Police Force, including the right to hire, discipline, suspend, discharge for proper cause, promote, demote, or transfer, to make work assignments, to determine time and length of work shifts, to determine nature, scope and manner of performance of job duties, and the right to issue and enforce rules and regulations, is vested and reserved to the Town, and to the Chief of Police, subject, however to the specific provisions of the Agreement, and to the Laws of the Commonwealth of Massachusetts.

ARTICLE XI - DUTIES OF EMPLOYEES

Section 1. The duties of employees are set forth in the Rules and Regulations for the government of the Police Department of the Town of Marshfield as approved by the Board of Selectmen in 1972, and as they may be revised and amended from time to time. They are made a part of this Agreement under separate cover.

ARTICLE XII - RIGHTS OF EMPLOYEES

Section 1. Police Officers shall not be assigned to janitorial or maintenance duties, including washing cruisers (in or out) and other maintenance work, except by agreement of the Brotherhood to a request made by Town in writing or in the case of an emergency. Officers will be required to keep cruisers swept and ashtrays emptied only.

Section 2. In accordance with the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts, employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in management of the Union and acting for the Union in the capacity of a Union Officer or Representative or otherwise. In accordance with the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts, the Town agrees that it will not illegally aid, promote, or finance, any labor group or organization purporting to engage in collective bargaining or to make any agreement with any such group or organization which would violate any right of the Union under this Agreement or the law.

Section 3. Three (3) members of the Union's bargaining committee, who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted a leave of absence without loss of pay or benefits for all negotiating sessions between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the Agreement or any supplements thereto.

Section 4. A Union Officer or Steward shall be granted reasonable time-off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the Union Officer or Steward shall request permission from the Chief or his designee. Permission may be withheld by the Chief or his designee because of operating requirements. Except in an emergency, such permission may not be withheld for more than twenty-four (24) hours. The Union agrees to the extent possible all grievances or complaints will be handled during non-working hours.

Section 5. The Union Officers and Stewards, or shift representatives may with the permission of the Chief be permitted to discuss official Union business: (a) with employees during working hours; (b) with the Chief of Police or his designee at a mutually agreed upon time.

Section 6. The Union Officers and Representatives are as follows: President, Vice-President, Secretary, Treasurer, 12-8 Shift Representative, 8-4 Shift Representative, 4-12 Shift Representative. The Union shall keep the employer informed of any changes in the roster of officers or representatives.

Section 7. The Town, through the Chief of Police or his representative, agrees to maintain a work record(s) of all work time accumulated by the employee(s) and the employee shall have the access to this information.

Section 8. Employees, upon written request, have the right to review the contents of their personnel file. An employee will be entitled to have a representative of the Union accompany him during such review. The employee shall have the right to request and receive a single copy of any material in his personnel file pertaining to his conduct or services while employed by the Marshfield Police Department.

Section 9. No material derogatory to an employee's conduct, services, character or personality will be placed in his personnel file unless the employee has had the opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Within sixty (60) days of having the opportunity to review the material, the employee will have the right to submit written statements to such material and his answer shall be reviewed by the Chief of Police and attached to the file copy.

Section 10. No employee will be reprimanded, suspended, disciplined, demoted, discharged, or deprived of any advantage without just cause.

Section 11. No police officer shall be compelled to operate any motor vehicle that does not meet the requirements of the Registry of Motor Vehicles.

Section 12. The Chief may allow on-duty members of the bargaining unit to attend Union

meetings provided they shall answer all incoming complaints received at the discretion of the ranking officer.

Section 13. The Town will repair or replace personal clothing, eyeglasses and watches not to exceed the actual cash value of such items that are damaged or destroyed in the line of duty. In the event the cost of repair or replacement of such items is reimbursed from any source, whether it is insurance, restitution or otherwise, it shall be assigned to the Town.

ARTICLE XIII - NO STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work-stoppage, slowdown, or withholding of services including a concerted effort to withhold overtime work if such withholding of overtime work is found by the Massachusetts Labor Relations Commission or the courts to be a violation of the No Strike provisions of M.G.L. 150E. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work-stoppage, slow-down or withholding of services, the Union shall forthwith disavow any such strike, work-stoppage, slow-down or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the Union shall take all reasonable means to induce such employee or groups of employees to terminate the strike, work stoppage, slowdown, or withholding of services, and return to work forthwith.

ARTICLE XIV - LEAVE OF ABSENCE WITH COMPENSATION

Section 1. Leave of Absence without loss of pay shall be permitted for the following reasons:

- a. Promotional examination conducted under Civil Service Law and Rule for promotion to any position in the service of Marshfield Police Department.
- b. Medical examinations for retirement purposes.
- c. Attendance at educational programs required or authorized by the Town or the Department.
- d. Permanent employees who have completed their probation period and who are called for temporary, summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid full pay for not more than seventeen days, in addition to the normal vacation allowance.

Section 2. Special Occasion Leave at the rate of three (3) days per year because of unusually pressing personal or family business may be approved by the Chief of Police within his discretion. Request for Special Occasion Leave must be made five (5) days in advance if possible. Requests for Special Occasion Leave must be made in writing to the Chief of Police. Officers who are absent from work, other than injured on duty, for more than one hundred

twenty days (120) will have his or her Special Occasion Leave accrual for the year pro-rated based on the amount of time he/she is absent. Example: if an officer is out of work for six (6) months in the preceding fiscal year, he/she shall be credited 50% of his or her Special Occasion Leave on July 1.

Section 3. Effective July 1, 1989, with eligible employees credited retroactively, any employee with fifteen (15) or more years of unbroken continuous service with the Department prior to July 1, 1989, or prior to each July 1 thereafter, shall be provided with five (5) days leave of absence without loss of pay for the purpose of stress management, subject to all of the conditions of, and to be utilized pursuant to all of the provisions of, Article IX of the Agreement. Employees hired after July 1, 2010 shall not be eligible for this additional leave.

ARTICLE XV - LEAVE OF ABSENCE WITHOUT COMPENSATION

Section 1. Leave of Absence may be granted by the Chief of Police, but shall be without compensation. Leave of absence of over three (3) months duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee, unless an extension of leave beyond three (3) months has been authorized in advance by the Chief of Police.

Section 2. Reasonable leave of absence without compensation shall be permitted by the Chief for Association-related activities for up to three officers.

ARTICLE XVI - SICK LEAVE

Section 1. All permanent full-time employees shall accrue paid sick leave entitlement at the rate of one (1) day per month. This shall entitle each permanent full-time employee to be granted twelve (12) paid sick days each fiscal year. All unused sick leave days shall accumulate to a maximum of 150 days.

Section 2. Paid sick days must be days an employee is scheduled to work. Regularly scheduled days off shall not be charged to sick leave during any period an employee is on paid sick leave.

Section 3. Any sick leave of a duration of more than five (5) consecutive workdays shall be substantiated by a doctor's certificate.

Section 4. The Chief of Police may by his motion require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Chief of Police.

Section 5. Employees hired on or before August 22, 1983, whose services have been permanently terminated because of dismissal (other than for just cause), or retirement shall be paid for all accumulated sick leave to a maximum of 100 days in a lump sum at the prevailing rate of pay on the date of such termination of services.

Employees hired after August 22, 1983, whose services have been permanently terminated because of dismissal (other than for just cause), or retirement shall be paid for 50% of all accumulated sick leave in a lump sum at the prevailing rate of pay on the date of such termination of services.

Those employees or their estates, who have accumulated more than 100 days of sick leave as of August 22, 1983, shall be paid for all accumulated sick leave to a maximum of the number of days accumulated as of August 22, 1983.

Section 6. In the event of the death of an employee hired on or before August 22, 1983, all accumulated sick leave to a maximum of 100 days shall be paid in a lump sum at the prevailing rate of pay to the estate of the employee.

In the event of the death of an employee hired after August 22, 1983, 50% of all accumulated sick leave shall be paid in a lump sum at the prevailing rate of pay to the estate of the employee.

Those employees or their estates, who have accumulated more than 100 days of sick leave as of August 22, 1983, shall be paid for all accumulated sick leave to a maximum of the number of days accumulated as of August 22, 1983.

Section 7. Sick leave shall accumulate while an employee is in full pay status except when the employee is on work related illness or injury leave resulting from an illness or injury that occurred on or after July 1, 1981.

Section 8. An employee with five (5) years of continuous service may, if absent due to a prolonged illness or injury, make a request to borrow additional sick leave in an amount equal to that which had been accrued at the onset of the fiscal year up to an aggregate total of one hundred and twenty (120) days. Within his discretion, the Chief of Police may grant said additional sick leave as he may determine to be equitable after reviewing all circumstances, including the nature and probable duration of the employee's absence and the employee's attendance and performance record prior to conditions supporting his request for the additional allowance and his ability to repay such borrowed time. Any borrowed leave shall be paid to the Town at a minimum of one-third (1/3) the rate of accrual outlined in Section 1 of this Article.

Section 9. The Chief of Police or his designee shall maintain a record for each employee of all sick leave used and accumulated.

Section 10. Nothing in this Article shall be construed to conflict with Section 100 of Chapter 41 of the Massachusetts General Laws.

Section 11. Permanent Intermittent officers that have been appointed to full time permanent status and are working a full tour of duty prior to attending the full-time academy shall be eligible for paid sick leave benefits under this article.

Section 12. Notwithstanding any provision of this Article or Agreement to the contrary, employees hired after November 1, 1990, whose services are subsequently terminated for any reason shall under no circumstances be paid for any accumulated sick leave.

Section 13. After one year of continuous full-time employment, eight hours of accumulated leave will be earned for quarter of the fiscal year in which an officer does not take a sick day. This shall be computed on October 1st, January 1st, April 1st, and July 1st each year. The use of this accumulated time will be subject to the provisions of Art. 7, Sec. 3.

Section 14. Employees are cautioned that sick leave allowances in collective bargaining agreements do not represent optional days off in addition to vacation. Behavior of this nature will be considered abusive absenteeism and will result in disciplinary action, except where excused absence by letter from a doctor.

ABUSIVE ABSENTEEISM – When a supervisor finds one of the conditions listed below on an employee's attendance record, the disciplinary process will begin.

A. On the twelfth (12th) day of unexcused absences in the fiscal year.

PROGRESSIVE DISCIPLINE –The following steps outline the Marshfield Police Department's progressive discipline process for abusive absenteeism.

- STEP 1: Written notification
- STEP 2: Written reprimand
- STEP 3: One (1) day Administrative Suspension – Advise of Counseling Program, if warranted.
- STEP 4: Three (3) day Administrative Suspension – Recommend Counseling Program, if warranted.
- STEP 5: Five (5) day Administrative Suspension – Direct Employee to Counseling Program.
- STEP 6: Discharge/Decision Day - One (1) day Suspension Without Pay – After which the employee must sign a work resumption agreement if they wish to return to work (in conformance with the Positive Performance Counseling Program).

ARTICLE XVII - BEREAVEMENT LEAVE

Section 1. In the event of a death occurring in the immediate family (listed below) of an employee, such employee shall be entitled to five (5) days bereavement leave without loss of pay for the purposes of attending funeral services. For other family members (listed below) an employee shall be entitled to three (3) days bereavement leave without loss of pay for the purposes of attending funeral services. It is understood that these bereavement days must be days upon which the employee is regularly scheduled to work and taken within seven (7) days of the funeral.

For the purposes of this Article "Immediate Family" shall be: spouse, father, mother, and child. "Other family members" shall be: brother, sister, step-child, mother-in-law, father-in-law, son-

in-law, daughter-in-law, spouse's sister or spouse's brother, grandmother, grandfather, grandchild, stepfather, stepmother, half-brother and half-sister.

In the event of a death of an aunt or uncle of an employee or employee's spouse, such employee shall be entitled to one (1) day of bereavement leave without loss of pay for the purpose of attending funeral services. It is understood that said bereavement day must be a day upon which the employee is regularly scheduled to work and taken within seven (7) days of the funeral.

Section 2. In cases where funeral arrangements are delayed or are out-of-state, the Chief of Police may in his discretion, provide for additional leave without pay, if it seems reasonable and provided that such leave is necessary for an employee's attendance at the funeral.

Section 3. Leave without loss of pay, under this Article shall not be deducted from sick leave or vacation leave without mutual consent.

ARTICLE XVIII - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. The combined clothing and cleaning allowance for the members of the bargaining unit shall be as follows: First year of employment \$1,400 paid in one (1) check in the first pay period of employment; second and subsequent years of employment \$1,400 paid in the first pay period in July in one (1) check.

Section 2. Any change of style, type or color of uniform or attire shall be paid for by the Town.

Section 3. Uniforms damaged or stained in the line of duty will be repaired or replaced (as determined by the Chief) by the Town at no charge to the employee or deduction from the clothing allowance.

Section 4. Any equipment that is required and issued to employees by the Chief will be supplied to the members of the unit at no charge to the employee.

Section 5. The Chief will designate two (2) vendors for clothing (except shoes) from whom the employees may purchase clothing as needed; shoes may be purchased from a vendor of the employee's choice. New employees shall be required to purchase from out of their initial clothing allowance the following clothing:

2 Pants	1 Reefer	1 Pair of Shoes
1 Jacket	3 Hats	1 Pair of Boots
1 Nylon Jacket	1 Dress Blouse	8 Shirts
1 Police Helmet	1 Raincoat	2 Ties
2 Pair of Mittens or Gloves		

Clothing and cleaning allowance of \$1400.00 shall be used as required. Clothing may be purchased by employees assigned to plain clothes for such items as may be designated by the Chief of Police.

Uniform and equipment that has become unservicable for duty may be deemed no longer fit for service. At the request of the O.I.C. the uniform or equipment shall be forthwith removed from

service and turned into the O.I.C., for review by the Chief or his designee, whose judgment regarding suitability for duty shall be final but shall not be exercised arbitrarily or capriciously.

ARTICLE XIX - INJURED ON DUTY/LIGHT DUTY

Section 1. In accordance with M.G.L.C. 41 §111F, whenever a Police Officer is incapacitated for duty because of an injury sustained in the performance of his duty without fault of his own, or a police officer assigned to special duty by his superior officer, whether or not he is paid for such special duty by Town, is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity as herein provided.

Section 2. A police officer so incapacitated for duty because of injury sustained in the performance of his duty shall promptly notify the Chief or such person as the Chief shall designate as to the circumstances of his injury and the extent of his incapacity. Except in unusual circumstances, failure to notify the Chief or his designee within forty-eight (48) hours from the time the injury occurred will result in disqualification for benefits under this Article. If the police officer does promptly notify the Chief, the Town agrees it will grant him leave without loss of pay until such time as the town determines, that for whatever reason, it is going to deny his claim. In the event the town denies the employee's claim it will forthwith notify the employee and the union of the denial and he/she will have the right to pursue solely through the arbitration procedure outlined in this agreement. (there is no waiver of either party's right to seek to vacate an arbitrator's award pursuant to G.L.c.150c). If an employee's claim is denied, a corresponding deduction from available sick leave will be made for the number of days of paid leave pending the Town's denial of the claim.

Section 3. Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c. 41 §100 or related sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- a. provide affirmative evidence of compliance with each required element set forth in sections 1 and 2;
- b. notifies the Chief of any change in medical condition, including but not limited to, any hospitalization;
- c. provides relevant medical documentation pertinent to the diagnosis, prognosis, and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates;
- d. provide for billing the Town on a monthly basis or as nearly thereto as possible.
- e. appears voluntarily and promptly for any examination or reexamination by a physician designated by the Town Administrator (or appointing authority).
- f. advise the Chief of any outside employment in which the employee is engaged at the time of injury and prior to the commencement of any outside employment while claiming the benefits of this Article.

Exacerbation or reappearance of prior systems of illness or injury must be processed in accordance with sections 1, 2 and 3 above notwithstanding any prior determination of eligibility

Section 4. Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver of the Town of its right to deny paid injured leave.

Section 5. Light Duty - The Town's physician may determine an employee is capable of performing light duty under this Article. In the event that the employee's physician and the Town's physician disagree as to the employee's ability to perform light duty, the union and the town will arrange for an examination of the officer by a neutral physician appropriately specialized in the field of the injury and selected from the staff of physicians at the Braintree Rehabilitation Center or recommended by said Center. Said neutral physician shall examine the employee (and require the employee to be examined by such other specialists as he deems appropriate) and shall render an opinion as to whether or not the employee is incapacitated, whether the employee may perform any of the light duty tasks as determined below and the duration of such duties. The neutral physician shall be asked to make a determination of the fitness of the examined employee to perform light duty based on the specific physical requirements of each light duty task, and his report shall specify which, if any, light duty task(s) the examined employee is capable of performing. Said neutral physician's determinations as to those matters shall be binding on both parties. If the neutral physician's determination finds that in fact the employee is capable of performing light duty as outlined in this Article, then as of that date any medical expenses incurred by other medical examinations sought or undergone by the employee will be the responsibility of the employee. Where appropriate, said physician may also be requested to recommend a therapeutic program to facilitate recovery and failure to follow the same will result in disqualification of benefits. At any time following the neutral physician's original determination, the Town or the employee may request the physician to review the continuing status of the officer's incapacity and/or ability to perform light duty tasks.

Pending receipt of the neutral physician's determination, the employee shall continue to be on injured-on-duty status in accordance with M.G.L. c 41, § 111F. If the neutral physician determines that the employee is not capable of performing any light duty task, the employee shall continue on injured-on-duty status in accordance with M. G. L. c 41, § 111F.

Section 6. This Article supersedes any conflicting provisions of M. G. L. c 41, § 111F and in all other respects incorporates said statute by reference under this Agreement.

Section 7. Disputes under section 5 through 17 of this Article shall be handled solely under the grievance and arbitration procedure of this Agreement.

Section 8. Upon request of the Town the employee shall provide adequate documentation, including a review of the physical requirements of a specifically identified form of outside employment, from his/her treating physician that such outside employment, if any, would not hinder his/her recovery from his/her on-duty injury. If the employee fails to provide such documentation, the Town may require the employee to cease such outside employment. If the employee wished to continue outside employment while on light duty status, the neutral physician shall be requested to make the determination of whether such employment would hinder his/her recovery.

Section 9. Light duty tasks shall include, but not be limited to the following:

1. Answering telephones, typing, filing
2. Dispatching and/or Desk Duty

3. Citizen Assistance
4. Additional light duty tasks may be assigned as determined by a committee comprise of the Police Chief, Captain, Town Administrator, and three (3) representatives of the Bargaining Committee, as chosen by the Union.
5. All light duty assignments may be made only after a written medical opinion is obtained from the neutral physician who indicates that the employee's injury (ies) would not prevent him/her from performing such tasks. If, in the opinion of the neutral physician, performing such light duty task would prolong the rehabilitative process or otherwise seriously increase the risk of further injury, the Chief shall not assign such tasks to the employee.

Section 10. The Town agrees to pay all reasonable costs associated with any appropriate examinations of an employee by the neutral physician, or any other specialist recommended by the neutral physician, pursuant to this Article.

Section 11. Light duty assignments shall not affect the regular shift assignments, or annual shift bid possibilities of other employees. Light duty shift assignments will be at the discretion of the Chief or his designee based on shift need after fifteen (15) working days.

Section 12. An employee on light duty shall be paid the night shift differential for all hours actually worked on a shift for which such differential is paid. An employee whose shift assignment prior to the injury entitled him/her to the night shift differential shall be paid such night shift differential for all hours actually worked on light duty, regardless of the shift to which he/she is assigned.

Section 13. Employees who are eligible to perform light duty and/or who are on injured duty leave shall not be eligible to work private details until their return to full duty.

Section 14. When the opinion of a neutral physician does not preclude overtime assignments, an employee recalled to light duty shall be eligible for overtime subject to the conditions set forth in Article 7.

Section 15. The Town agrees that any employee who is assigned light duty on a full-time basis, and who reports as assigned, shall be considered to be on injured-on-duty status for the remainder of his/her regular week and shall be paid for such time in accordance with M.G.L.c 41, §111F.

Section 16. An employee shall not be required to report for light duty without a legitimate light duty assignment.

Section 17. Light duty as set forth in section 9 above shall be made available on a voluntary basis to employees on long term sick leave, subject to medical documentation at the employee's expense that the employee is capable of performing such tasks. Such an employee may be assigned to light duty on any regular shift by the Chief and may be reassigned if necessary to accommodate the rights under section 11 above of employees injured on duty who return to light duty. No other provisions of this Article shall be applicable to employees who return to light duty under this section.

Section 18. Employees who are eligible to perform light duty and/or who are on injured on duty

leave shall not be eligible for overtime assignments unless the overtime in question is a "desk" assignment.

ARTICLE XX - SENIORITY

Section 1. Seniority within the Marshfield Police Department shall commence from the date of appointment as a permanent full-time member thereof.

Section 2. In cases where more than one employee is appointed to the department on the same day, the seniority of each such employee shall be determined by the position each employee's name appears on the appointment list made by the Selectmen from the Civil Service List.

Section 3. The employee's earned seniority shall not be lost due to authorized absence, other than suspensions due to guilt. All advancement in rank shall be made on the basis of the Civil Service Examination System for all employees of the Marshfield Police Department. A current seniority list showing the latest date of permanent appointment to the Marshfield Police Department of each employee and his standing relative to seniority within the department shall be submitted to the Union.

Section 4. For the purposes of this Article, the seniority of those employees who were employees as of June 30, 1981, shall continue to be computed in the same manner as it was computed prior to the change in Section 3 that was effectuated on July 1, 1981.

ARTICLE XXI - JOB ASSIGNMENTS

Section 1. The Town and the Union recognize that the principal factors in job assignments are the efficiency and integrity of the Police Department.

Nevertheless, the Town and the Chief of Police will give due consideration to seniority, physical condition, and personal hardship in making assignments that are not promotional. Such assignments may be subject to the grievance procedure, provided, however, that the decision in Step 1 of the Chief of Police shall be final.

ARTICLE XXII - DISCIPLINARY ACTION

Section 1. No employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause or as provided by law.

Section 2. If a superior officer has reason to orally reprimand an employee, he shall do so in a manner that will not unduly embarrass the employee before the public or his fellow workers.

Section 3. Any employee who is requested to submit a special report which may tend to incriminate him in a criminal proceeding shall have the right to consult an attorney and/or a Union representative before submitting such report.

ARTICLE XXIII - COURT DUTY

Section 1. Any employee on duty at night, or on vacation, or on a day off, or on an authorized leave of absence, who attends as a witness or in another capacity in the performance of his duty in a criminal matter or a civil matter in any case pending in any District Court, Juvenile Court, or any Superior Court, or before any Grand Jury proceeding, or in conference with the District Attorney, or any Assistant District Attorney, or at any pre-trial conference, or any other related hearing or proceeding, or any Registry of Motor Vehicle hearing, or who attends as a witness or in any other capacity in the performance of his duty for the Government of the United States, the Commonwealth or the Town in criminal matter or civil matter or any other case pending in a Federal District Court, or before a Grand Jury proceeding, or a United States Commissioner, or a conference with the United States Attorney, or any Assistant United States Attorney or at any pre-trial conference or any other related hearing or proceeding shall be entitled to overtime compensation for every one-half (1/2) hour or fraction thereof during which he was in such attendance or appearance, but in no event less than four (4) hours such pay on an overtime service basis, provided, however, that if he so attends or appears during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day: provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions of this Agreement.

Section 2. In all instances concerning court time, payment shall be made to the next highest half-hour.

Section 3. Employees shall not be required to appear in court during their scheduled vacation leave, unless infringing on the speedy trial ruling.

Section 4. No off-duty employee shall be required to standby, away from court awaiting a call to appear in court without being compensated at his overtime rate of pay, with a minimum of four (4) hours.

Section 5. Employees shall not be required to wait for any witness fees due them for attendance in any court as a result of performance of their duties. Employees shall be paid for their attendance in any such court by the Town under the provisions of this Article. Any witness fees due the employee from his attendance in said courts shall accrue to the Town once the Town has paid the employee for his attendance and it shall be the responsibility of the Chief to collect such fees.

Section 6. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service resulting from court appearances.

ARTICLE XXIV - PAY

Section 1. Full-time permanent employees shall be paid bi-weekly based on the following schedule:

Full Time Administration Specialist

	<u>Eff. 7/1/20</u>		<u>Eff. 7/1/21</u>		<u>Eff. 7/1/22</u>
Patrolman:		Patrolman:		Patrolman:	
1 YR	65,568	1 YR	66,880	1 YR	68,217
2 YR	67,793	2 YR	69,149	2 YR	70,532
3 YR	70,104	3 YR	71,506	3 YR	72,936
4 YR	76,571	4 YR	78,103	4 YR	79,665
5 YR	78,868	5 YR	80,446	5 YR	82,055
		6 YR	82,859	6 YR	84,516
				7 YR	87,052
Sergeant	93,853	Sergeant	99,431	Sergeant	105,333
Lieutenant	111,685	Lieutenant	119,317	Lieutenant	127,453
Captain	132,905	Captain	143,180	Captain	154,218

Full-Time Specialist

	<u>Eff. 7/1/20</u>		<u>Eff. 7/1/21</u>		<u>Eff. 7/1/22</u>
Patrolman:		Patrolman:		Patrolman:	
1 YR	58,267	1 YR	59,433	1 YR	60,621
2 YR	60,479	2 YR	61,689	2 YR	62,923
3 YR	62,773	3 YR	64,028	3 YR	65,309
4 YR	69,198	4 YR	70,582	4 YR	71,994
5 YR	71,274	5 YR	72,699	5 YR	74,153
		6 YR	74,880	6 YR	76,378
				7 YR	78,669
Sergeant	84,816	Sergeant	89,856	Sergeant	95,189
Lieutenant	100,930	Lieutenant	107,828	Lieutenant	115,180
Captain	120,107	Captain	129,393	Captain	139,367

Part-Time Specialist

	<u>Eff. 7/1/20</u>		<u>Eff. 7/1/21</u>		<u>Eff. 7/1/22</u>
Patrolman:		Patrolman:		Patrolman:	
1 YR	57,694	1 YR	58,848	1 YR	60,025
2 YR	59,885	2 YR	61,082	2 YR	62,304
3 YR	62,156	3 YR	63,399	3 YR	64,667
4 YR	68,518	4 YR	69,888	4 YR	71,286
5 YR	70,573	5 YR	71,985	5 YR	73,424
		6 YR	74,144	6 YR	75,627
				7 YR	77,896
Sergeant	83,982	Sergeant	88,973	Sergeant	94,254
Lieutenant	99,938	Lieutenant	106,767	Lieutenant	114,047
Captain	118,926	Captain	128,121	Captain	137,997

No Specialty Pay

	<u>Eff. 7/1/20</u>		<u>Eff. 7/1/21</u>		<u>Eff. 7/1/22</u>
Patrolman:		Patrolman:		Patrolman:	
1 YR	54,041	1 YR	55,122	1 YR	56,224
2 YR	56,093	2 YR	57,215	2 YR	58,359
3 YR	58,220	3 YR	59,384	3 YR	60,572
4 YR	64,179	4 YR	65,463	4 YR	66,772
5 YR	66,105	5 YR	67,427	5 YR	68,775
		6 YR	69,449	6 YR	70,838
				7 YR	72,964
Sergeant	78,664	Sergeant	83,339	Sergeant	88,286
Lieutenant	93,610	Lieutenant	100,007	Lieutenant	106,826
Captain	111,396	Captain	120,008	Captain	129,259

Section 2. Sergeants, Lieutenants, and Captains shall attain maximum pay grade upon appointment.

Section 3. Retroactive to July 1, 2020 through June 30, 2021, in accordance with the above schedule, there shall be a rank differential of 19% predicated upon the maximum patrol officer's wages for part-time or full-time specialist or administrative schedule, depending on the superior officer's specialist assignment. Effective July 1, 2021 through June 30, 2022, the rank differential shall be 20%, and effective July 1, 2022 through June 30, 2023, the rank differential shall be 21%.

Section 4. All wages will be paid by direct deposit and employees will be required to execute the forms necessary for such payment.

ARTICLE XXV - NIGHT DIFFERENTIAL

Section 1. Any police officers regularly assigned to a full eight (8) hour shift which starts on or after 3:00 P.M. or on or before 4:00 A.M. shall be compensated at a premium rate of five percent (5%) over and above the regular rate of compensation, and the midnight to eight (8) shift shall be compensated at a rate of five and one half percent (5 ½ %). All overtime shall be compensated at the regular rate and one-half (no premium shall be included).

ARTICLE XXVI - SPECIALISTS

Section 1. An employee, so long, but only so long as permanently assigned to one of the following assignments, upon completion of six (6) months of such assigned duty, shall receive weekly, in addition to the salary to which he would otherwise be entitled, specialists pay.

The parties understand that this is a codification of the existing practice and in no way obligates the Town to compensate the below positions additionally

(a) EMERGENCY MANAGEMENT DIRECTOR

The Police Position of Emergency Management Director is contingent upon Emergency Management Funding. The Director shall be recommended by the Chief of Police and appointed by the Marshfield Board of Selectmen. The Police position shall receive an additional pay in the amount of \$7,000 per year. In the event the Emergency Management Director has held the position for seven (7) years, he/she shall be eligible for an additional \$5,000 based on his years of service in the position.

(b) HARBORMASTER

The Police position of Harbormaster shall be appointed by the Chief of Police. The position shall receive additional pay in the amount of \$7,000 per year. In the event the Harbormaster has held the position for seven (7) years, he/she shall be eligible for an additional \$5,000 based on his/her years of service in the position.

Section 2. The following shall be "Specialists" assignments:

1. Detectives
2. Emergency Medical Technicians
3. Juvenile Officers
4. K-9 Officer
5. Officers assigned to Prosecution Section
6. Photographers and Fingerprint evidence Technicians
7. Property Clerks
8. Safety Officers
9. D.A.R.E. Officers (2)
10. Motorcycle Officer
11. Community Service Coordinator
12. Marine Officer
13. Bike Patrol Officers
14. Information Technologist
15. EMD

Section 3. Full time specialists including detectives, prosecutors, school resource officers, juvenile officers, safety officers, and information technologists shall be compensated with a 7.82% wage premium. Part time specialists shall be compensated with a 6.76% wage premium.

Section 4. Although an employee may hold more than one specialist rating he may not be compensated for more than one specialist rating.

Section 5. The Chief of Police shall have the right of assignment of employees to fill the different specialists categories giving due consideration to the provisions of the "Job Assignments" Article within this Agreement.

Section 6. Employees assigned to the specialists jobs shall perform the various duties within their specialist rating as decided by the Chief of Police, in addition to their normal duties.

Section 7. All payments made under this program shall be made weekly.

Section 8. Canine Officers: Canine Officer(s) are appointed by the Chief of Police, subject to the Chief's discretion as to the number of Canine Officers required and their qualifications. All

Canine Officers so assigned shall be subject to the provisions of this Article, notwithstanding any other provisions of this Agreement, Canine Officers may be assigned to such duties as the Chief directs.

- a) Canine Officers volunteer for canine assignments and the opportunity to work with a canine partner is a privilege that carries with it many benefits for the person(s) who seek this type of assignment. Canine Officer(s) have the opportunity to reinforce the training of his/her canine partners in the course of their regular duties and they are encouraged to do so with the coordination of his/her supervisors.
- b) Canine officers will be provided compensation for one (1) hour of canine care during his/her off duty days consistent with the provisions of the Fair Labor Standards Act ("FLSA").
- c) Canine Officers will be responsible for obtaining and maintaining the necessary formal training and if applicable certifications for themselves and their canine partners. Training may be accomplished on overtime basis with the pre-approval of the Police Chief or his/her designee.
- d) The Department will cover reasonable and varied expenses for veterinary care and food for the canine. Other expenses must be approved by the Department in advance of being incurred and may include training equipment, kenneling and other expenses reasonably related to the canine program.
- e) The Police Chief shall have the discretion to assign canine officers to shifts based upon the Chief's determination that there is a need for a canine on a particular shift.
- f) The Canine Officer will be appointed a full time specialist upon official receipt of said assignment by the Chief.

ARTICLE XXVII - POLICE SCHOOLS

Section 1. Employees upon becoming permanent full-time members of the Marshfield Police Department must attend a Massachusetts Police Training Academy in compliance with the provisions of the Massachusetts General Laws. The scheduling of the time for such attendance and the number of employees in attendance at any given time shall be at the discretion of the Chief of Police in order to avoid undue expense or shortages in the available work force.

Section 2. Employees attending such academies may be assigned by the Chief of Police to a five (5) on and two (2) off weekly schedule in compliance with the academy's schedule providing there shall be no infringement of their rights of overtime compensation as specified in Article VII, Section I and 3.

Section 3. The Town agrees to pay reasonable expenses to employees while attending the police training schools or academy. For the purpose of this Article reasonable expenses shall be: When an employee uses his own vehicle for transportation to and from such schools or academies he shall be paid mileage expenses at the same rate of pay as allowed for other Town employees for in-town travel.

Section 4. Employees shall not be eligible for scheduled overtime or private detail between the hours of 12:01 A.M. Monday through 6:00 P.M. Friday while attending such academies.

Section 5. A qualified employee, who is assigned by the Chief of the Department, and who

agrees to attend a school or special training course, shall do so without any loss of regular weekly salary. All opportunities for schools or special training shall be posted thirty (30) days prior to the effective date, if possible.

Section 6. Newly appointed permanent full-time members of the Marshfield Police Department shall not exercise police powers and will be ineligible for Town or private details until satisfactorily completing a prescribed course of study pursuant to G. L. 41 Section 96B.

Section 7. Upon graduation from the academy employees will be assigned to a shift at the discretion of the Chief. Such assignment shall not exceed three (3) months duration.

ARTICLE XXVIII - EDUCATIONAL INCENTIVE PLAN

For employees eligible to receive Quinn Bill benefits, the Town will continue to pay those employees the full percentages specified in M.G.L. c. 41, §108L as it read on February 25, 2010 (10% for an AA degree, 20% for a BA and 25% for an MA or JD) regardless of any shortfall in state reimbursement to the Town, regardless of any modification of M.G.L. ch. 41, §108L, and regardless of any revocation of M.G.L. ch. 41, §108L by the Town.

Those employees enrolled in a degree program eligible for benefits under M.G.L. ch. 41, §108L as of April 12, 2010, shall be eligible for the payments above for that degree.

Employees not eligible to receive Quinn Bill benefits will receive the following benefits, paid in the same manner as the benefits as the benefits in paragraph 1 of Article XXVIII. To receive benefits under this section, all degrees must meet all eligibility requirements of degrees under M.G.L. Ch. 41, §108L.

	<u>Associate's Degree</u>	<u>Bachelor's Degree</u>	<u>Master's Degree or Juris Doctorate</u>
<u>Retroactive to July 1, 2020</u>	<u>10%</u>	<u>14.5%</u>	<u>18.5%</u>
<u>Effective July 1, 2021</u>	<u>10%</u>	<u>15.5%</u>	<u>19.5%</u>
<u>Effective July 1, 2022</u>	<u>10%</u>	<u>16.5%</u>	<u>20.5%</u>

Amounts provided to employees pursuant to M.G.L. Chapter 41, §108L shall be included in the base for retirement purposes only and shall not be included in computing holiday pay, night shift differential, sick leave buyback and vacation buyback rates. Effective July 1, 2007, amounts provided pursuant to M.G.L. Chapter 41, §108L shall be included in calculating overtime.

Any amounts provided to an employee pursuant to M.G.L. Chapter 41 §108L shall be interrupted in the event said employee is deemed fit for duty in accordance with Article XIX of this Agreement and who fails to report for duty. Quinn Bill benefits shall be interrupted until said employee reports for duty.

Any employee who is eligible for sick leave under Article XVI buyback shall include the following Educational Incentive amounts in base pay:

Associate's Degree	\$1,000
Bachelor's Degree	\$2,500

Master's Degree

\$3,000

Only those employees who are eligible for sick leave buyback and who currently hold one of the degrees listed above shall include said amounts in base pay for sick leave buyback computations. Employees may adjust their eligibility for compensation under this plan once a year, no later than August 25th of each fiscal year, by submitting an up-to-date transcript of their grades to the Chief of Police.

Only full-time permanent employees are eligible for Educational Incentive.

ARTICLE XXIX - PRIVATE DETAILS

Section 1. Detail duty performed for the Town of Marshfield or any of its branches, departments, or sub-divisions shall be considered overtime service and shall be assigned and compensated in compliance with the overtime provisions of this Agreement.

Section 2. Any detail duty that is to be paid for by a governmental body other than the Town or by an outside person, firm, corporation, entity or contractor hired by the Town, shall be paid for at the rate of time and one-half the patrolman's maximum base rate (set forth in Article XXIV, Section 1) plus two dollars per hour with a minimum of four (4) hours work or four (4) hours pay. All officers working pursuant to this Section on a paid detail for more than four (4) hours shall be compensated for eight (8) hours. All hours worked pursuant to this Section on a paid detail in excess of eight (8) hours shall be compensated at time and one-half the then current detail rate.

Section 3. All employees will signify in writing from time-to-time their desire to accept or not to accept paying police details. A current file on this subject will be maintained at the Police Station and made available to the Union upon request. No employee shall personally exchange a detail with another officer.

Section 4. All assignments to paying details shall be made by the Chief of Police or his designee to insure the fair and equitable distribution of such details. All paying details will be distributed to employees fairly and equitably as to the number of details, type hours and compensation, so far as is practicable.

Section 5. All private details shall be distributed to all full-time members of the Department on a seniority and/or rotating basis and a roster of these assignments will be posted and kept up-to-date. (Those eligible are permanent patrolmen, permanent intermittent patrolmen, sergeants, lieutenants, and captains.) Such rosters shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of this Article. Detail distribution rosters shall be kept by the Department and made available to the Union for inspection and use upon request.

Section 6. Any employee who performs a paying detail not officially assigned by the Department and recorded and posted as required by this Agreement, will not be protected by the provisions of Massachusetts General Laws, Chapter 41, Sections 100 and 111F (as amended). An alleged violation of the provisions of this Article, shall constitute a grievance under this Agreement.

Section 7. Supernumeraries, part time, volunteer police, and any other persons not permanent full time members of the Marshfield Police Department shall only be used when no members of the Unit are available or willing to fill an assignment.

Section 8. The employee shall be given the maximum possible advance notice of available detail duty. This should be a minimum of eight (8) hours notice or immediately after the request for officers is received by the authorized officer.

Section 9. A roster shall be posted on Union Bulletin Boards and assignments shall be made on a rotational basis starting with the senior man. An employee who refuses a detail shall not be removed from the detail roster, but the refusal shall be regarded as a detail actually worked for the purposes of determining the fair and equitable distribution of details.

Section 10. If a detail is canceled and the customer fails to notify the police department one (1) hour prior to the start of the detail, those employees assigned to the detail shall receive the four (4) hour minimum in Section 2 above.

Section 11. No detail assignment shall be made until the person, firm, corporation or entity requesting to have such detail has agreed to pay the current detail rate in effect per employee with a four (4) hour minimum.

Section 12. The Town shall continue in full force and effect the fund established to pay employees weekly for details worked.

Section 13. If an employee calls in sick for his/her shift, he shall be ineligible to work private duty for 24 hours from the start of his shift. If an employee accepts a private detail and subsequently cancels the same, such cancellation shall be treated as a refusal of a detail under Section 9 above; in addition, the employee shall be ineligible to work any overtime or private duty for 24 hours from the start of the private detail canceled.

Section 14. At the request of either party, the parties agree to negotiate concerning the issue of retired police officers working private details and any other non-monetary issues as agreed by both parties.

Section 15. All outside private paid details which are paid for by an outside individual, group, corporation or organization and are specifically for the purpose of providing assistance in connection with a strike or similar labor action, shall be paid twice the detail rate specified in section 2 of this article.

ARTICLE XXX - GRIEVANCE AND ARBITRATION

A grievance is a dispute over the interpretation or application of any of the specific provisions of this Agreement.

Section 1. An employee having a grievance or complaint must take up the grievance or complaint with the Chief, in writing, within five (5) scheduled working days after the occurrence

of the alleged event or after the aggrieved becomes aware of the event. The Chief shall give his decision within five (5) days in writing. The Chief, at his discretion, may assign the investigation of any grievance or complaint to a designee but no grievance or complaint shall be settled without his review and approval.

Section 2. If the employee or the Union is not satisfied with the decision of the Chief of Police, he may within five (5) scheduled working days, put his grievance or complaint in writing, submit it to the Town Administrator who will render his decision in writing within ten (10) days.

Section 3. If the employee or the Union is not satisfied with the decision of the Town Administrator, he may appeal to the Selectmen within five (5) scheduled working days. The Selectmen shall render their decision in writing within ten (10) days.

Section 4. If the decision of the Selectmen is not acceptable to the employee or to the Union or if the grievance or complaint is still unsettled either party may, within fifteen (15) scheduled working days after the decision of the Selectmen is due, request Arbitration by submitted written notice to the other party of their intention to submit the grievance or complaint to Arbitration.

Section 5. Grievances or complaints must be put in motion within the above time limits or will be considered null and void.

Section 6. The employee, when discussing his grievance or complaint with Management, may be accompanied by an official of the Local Union.

Section 7. The Town and the Union agree that in processing of grievances and complaints time is of the essence in reaching a solution satisfactory to both parties. However, the above time limits may be extended as mutually agreed upon.

Section 8. The employee and the Union shall be in a pay status, with the approval of the Chief, when acting as a witness or when processing a grievance or complaint in Section 1, 2, and 3 above, provided they would otherwise be on duty.

Section 9. The cost of arbitration shall be borne equally by the employer and the Union.

Section 10. When grievances or complaints go to arbitration the American Arbitration Association shall be used and its voluntary rules shall be applicable. The decision of the arbitrator shall be final and binding on both parties.

Section 11. The Arbitrator shall make no decisions which:

- a. alters, amends, adds to or detracts from the language of this Agreement;
- b. recommend a right of relief for any period of time prior to the effective date of the Agreement;
- c. modifies or abridges in any way the statutory rights or prerogatives of the Town or the Chief of Police.

The written decision of the impartial Arbitrator shall be final and binding on both parties and he shall be requested to issue his written decision within thirty (30) days after the conclusion of testimony and argument. Grievance or arbitration settlement involving retroactivity shall be made effective as of the date mutually agreed upon by the parties or as determined by the Arbitrator, but in no event shall such date be earlier than the date of the grievance.

Section 12. The Union agrees, to the extent possible, that all grievances or complaints shall be processed during non-working time, and the Town agrees that when circumstances require, permission to process grievances or complaints during working hours shall not unreasonably be withheld.

Section 13. Reprimands are subject to the grievance procedure through the Selectmen level, but are not subject to the arbitration procedure.

Section 14. After an employee has gone three continuous years without receiving a reprimand his file will be purged of all reprimands.

ARTICLE XXXI - PRIOR BENEFITS AND PRESERVATION OF RIGHTS

Section 1. Except as modified in this Agreement, all prior rights, benefits, privileges or obligations of the employees in force on the effective date of this Agreement shall be continued in force for the duration of this Agreement.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Town in accordance with Chapter 150E, Section 7 of the Massachusetts laws. In the event any current statute(s) or any newly enacted statute(s) relating to wages, hours or working conditions for unit employees (members of the Police Department) provides or sets forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of each statute(s), provided the Selectmen approve and the Town accepts such permissive legislation, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided as set forth in any such statute(s) as shown in Chapter 150E, Section 7, the provisions of this Agreement shall prevail.

ARTICLE XXXII - LONGEVITY

Section 1. Upon an employee's completion of five (5) years of continuous full-time service, the sum of one hundred (\$100) dollars shall be paid, and an additional twenty (\$20) dollars for each year of continuous full-time service completed thereafter shall be paid, annually within one (1) month of the employee's anniversary date.

For example: After five (5) years of continuous service one hundred (\$100) dollars; after six (6) years of such service, one hundred and twenty (\$120) dollars, etc.

After twenty-five (25) years of full time continuous service, an officer receives fifty (\$50) dollars per year for any year completed thereafter.

For example: After twenty-five (25) years of continuous service five hundred (\$500) dollars; after twenty-six (26) years of such service, five hundred and fifty (\$550) dollars, etc.

Section 2. - Employees hired prior to 11/1/90, and who have more than fifteen (15) years of service, and who maintain a sick balance of 150 days, shall be eligible to elect an enhanced longevity payment (in addition to the longevity payments provided above) for a period of three years. Effective 7/1/04, said payment shall be equal to 3% of the employee's base wage each year for the three-year period. Effective 7/1/06, said payment shall be equal to 4% of the employee's base wage each year for the three-year period. At the end of this three-year period, the employee's base wage shall revert to the appropriate wage for that rank and step. Any employee electing this alternative longevity shall not be eligible for payments under Article 16, Section 5. The election of this alternative longevity payment and the waiver of sick leave buy-back under Article 16, Section 5 shall be irrevocable.

ARTICLE XXXIII - FITNESS

1. Fitness Incentive: Preamble and Test Administration language

Eligibility: Officers will be eligible to receive the following fitness incentive bonus in the event he/she successfully completes *all* of the criteria set forth below on the test date. Employees who are unable to complete the testing on the date chosen are not eligible to receive the bonus.

Test date: The test date will be a mutually agreed upon date in October of each calendar year. In the event of rain or inclement weather, an alternative date will be agreed upon. Testing will be administered at three (3) times, allowing each assigned shift a convenient test time. However, a Officer may only test once.

Test administration: The test will be administered by a person who has a background in physical education and/or physical fitness such as an athletic trainer. The test administrator will be agreed upon yearly by both parties. The Union agrees to pay the administration costs, not to exceed two hundred dollars.

Payment: Officers who successfully complete the test will receive a bonus in the amount of \$450 or \$225 depending on percentile passage rate. Payment will be made in one lump sum with taxes and eligible withholdings deducted on the regularly scheduled pay period immediately following October 30. In no event shall payment be considered part of base wages or hourly salary upon which overtime is based.

Percentile passage	Amount
50%	\$450
40%	\$225

Standards: The standards set below are based on the recommended fitness norms of the Cooper's Institute for Aerobic Research (CIAR) and the American College of Sports Medicine (ACSM).

CIAR has worked with fitness programs in law enforcement, public safety and military programs since 1976.

Procedure for testing Sit up:

1. Subject starts by lying on his back, knees bent, heels flat on the floor with hands cupped behind the ears. Buttocks must remain on the floor with no thrusting of the hips.
2. Partner holds feet down firmly
3. Subject then performs as many correct sit ups as possible in one minute, elbows touching knees. Any resting should be done in up position.
4. Breathing should be as normal as possible, making sure subject does not hold his/her breath.

Procedure for testing Push up:

1. The hands are placed slightly wider than shoulder width apart, fingers pointing forward. The test administrator places one fist on the floor below the subject's chest.
2. Starting from the up position (elbows extended), the subject must keep the back straight at all times and lower the body to the floor until the chest touches the administrator's fist. The subject then returns to the up position. This is one repetition.
3. Resting should only be done in the up position. There is no time limit. Women may use the modified push up method, which is performed on the hands and knees with the back straight and hands slightly in front of the shoulders in the up position.

Procedure for One Mile Run:

1. Participants should not eat a heavy meal for at least 2-3 hours prior to the test.
2. If possible, each subject should have experienced some practice in pacing prior to the test. Often subjects will attempt to run too fast early and become fatigued
3. Participant runs one mile as fast as possible, no walking. If a 440 yard track is used, four laps must be completed using the inside lane (lane 1).
4. Upon test completion, a mandatory cool down period is enforced. Participants should walk slowly for five minutes immediately after the run.
5. During the administration of the test, the participants can be informed of their lap times. Finish lap times will be called out and recorded.

Standards to Be Met FOR 1 MILE RUN

MALE-To be eligible for

20-29	30-39	40-49	50-59	60-69	70-79
7:43	7:59	8:35	9:19	10:35	12:03
8:19	8:35	9:13	10:09	11:33	13:09

FEMALE

20-29	30-39	40-49	50-59	60-69	70-79
9:19	9:42	10:37	11:45	12:59	14:30
10:03	10:37	11:27	12:47	13:57	15:51

Standards to be met for Sit Ups

MALE-

20-29	30-39	40-49	50-59	60PLUS	
40	36	31	26	20	
38	35	29	24	19	

FEMALE-SIT UP

20-29	30-39	40-49	50-59	60PLUS	
35	27	22	17	8	
32	25	20	14	6	

MALE PUSH UPS (One Minute)

20-29	30-39	40-49	50-59	60PLUS	
27	27	21	15	15	
24	18	18	13	10	

FEMALE PUSH UPS

20-29	30-39	40-49	50-59	60PLUS	
18	14	11	9	9	
15	11	9	8	7	

This test shall not be considered to be indicative of an Officer's overall fitness for duty. Rather, it is intended to be a mechanism to reward an Officer for meeting the above criteria.

ARTICLE XXXIV - MISCELLANEOUS

Section 1. Space shall be provided in the Guard Room for a Union Bulletin Board of reasonable size to be supplied by the Town for the posting of announcements relating to the Union business. All such notices shall be approved for posting by the Chief of Police.

Section 2. A locker shall be assigned to each officer upon his full-time appointment. Unless required by Court Order these lockers shall not be opened for any reason at any time without the officer's presence.

Section 3. Copies of General Orders, Special Orders, and Personal Orders shall be supplied to the Union Officer upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to him at time of issuance.

Section 4. All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of Police.

Section 5. The Town recognizes that exposure to inclement weather is not desirable and will endeavor to accomplish adequate relief and to prevent excessive exposure, including proper protection for individuals exposed to such conditions.

Section 6. The Town shall maintain at the station a complete set of Massachusetts General Laws, annotated, and the Marshfield Street Directory. Each permanent officer shall be provided with a copy of the Rules and Regulations for the Government of the Police Departments, the By-Laws of the Town and the Traffic Rules and Orders, as needed. It shall be the responsibility of the Chief to keep all the aforementioned current.

Section 7. All civilian complaints against employees shall be reduced to writing by the

complainant and the employee will be furnished copy of said complaint prior to any action being taken by the Department against the employee.

Section 8. When an employee uses his own automobile, with authorization, in the performance of his work, he shall be reimbursed with a travel allowance paid at the same rate of pay as is allowed other Town employees for in-town travel.

Section 9. The chain of command for the Police Department is as follows: Chief of Police, Captain, Lieutenant, and Sergeant.

Section 10. With the permission of the Chief of Police a space in the Police Station may be used by the Union for meetings and discussions of labor-management interest to both parties to this Agreement.

Section 11 (removed)

Section 12. The Town of Marshfield agrees to indemnify and hold harmless all employees of the Police Department who are certified as emergency medical technicians for all reasonable expenses and damages incurred by such employees in the defense or settlement of any civil action brought or claim made, against such employees by any person or entity other than the Town of Marshfield for any act done by such employees while performing their duties as an Emergency Medical Technician.

Section 13. The Chief retains the exclusive right to assign a shift supervisor in the event that there is no superior officer on a shift. Any patrol officer assigned to serve as a shift supervisor shall be entitled to receive a differential of twenty-five (\$25) dollars per shift or a proration or fraction thereof. In the event that the Chief assigns a person who is not the most senior patrol officer on the shift, the most senior patrol officer shall also receive twenty-five (\$25) dollars per shift or a proration or fraction thereof.

Section 14. An advisory committee concerned with safety matters shall be established. The committee shall be comprised of an equal number of union designees and management designees, and shall meet periodically to consider and make non-binding recommendations concerning safety matters.

Section 15a. Each member of the bargaining unit shall be required to maintain Firearms, CPR and First Responder certifications. In addition, each employee shall receive specialized training and certification in domestic abuse situations by completing an initial four (4) hour course of instruction prior to June 30, 1995, and a two (2) hour refresher course in domestic violence or some other area of police training as determined by the Chief each fiscal year thereafter. Such training shall be made available by the Department on an in-house basis or pursuant to Article XXVII, Section 5. Effective July 1, 1994, each employee who has completed the foregoing training/certifications and who maintains the same shall have added to his/her base pay the sum of fifteen hundred (\$1,500.00) per fiscal year. The parties agree that it is the obligation of the Town to provide the training referenced hereinabove. Failure of the Town to provide the training does not obviate its obligations to pay the employees the fifteen hundred dollars (\$1,500.00), on their base pay, each fiscal year.

Section 15b. Effective July 1, 1997, any employee receiving benefits from the adoption of M.G.L. Chapter 41, Sec. 108L, commonly known as the Quinn Bill, shall not receive the fifteen hundred (\$1,500.00) dollar training/certifications stipend provided for in this Section. Any employee currently receiving the fifteen hundred (\$1,500.00) dollar training/certifications stipend who does not participate in the Quinn Bill education incentive program shall continue to receive said stipend as provided in this Section on an annual basis.

Section 16. Drug/Alcohol Prohibitions: Officers may not report for duty, or stay on duty, while using any illegal narcotic or while under the influence of alcohol. Illegal narcotics shall be defined as cocaine, marijuana, hashish, heroin, or any derivative substance of those narcotics. Hallucinogens such as P.C.P., L.S.D., or related substances shall also be included in this definition. Employees will not be tested for nicotine under this policy.

Officers may not report for duty, or stay on duty, if they have tested positive for an illegal narcotic or are found to be impaired due to alcohol or illegal narcotics.

Officers may be required to report the use of any drugs prescribed by a physician that may impact that officer's ability to carry out his duties. "Marijuana is still classified as an illegal controlled substance pursuant to 21 U.S.C. §§801 et.

Reasonable Suspicion – If the employer believes that an officer's behavior or appearance may indicate drug or alcohol impairment, that employee may be subject to the discipline below. Observations by the employer must be made just before, during, or just after work hours. Appearance, speech, behavior, and body odor are factors in determining reasonable suspicion, as well as indications of the chronic and withdrawal effects of illegal narcotics. The supervisor must directly observe the behavior in question, and may not rely solely on third party reports of alcohol or drug misuse. Observations for reasonable suspicion will be made by one or more trained supervisors.

The supervisor who determines that there is reasonable suspicion for a finding of impairment must obtain a second opinion from another supervisor. A written, signed report must be completed by the supervisor who determines reasonable suspicion, and the second opinion must be recorded.

First positive test or finding of impairment – thirty (30) day suspension without pay, unless the officer has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time, such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the officer completing the required treatment program. Return to duty after successful completion of program as identified by SAP and MRO.

Second positive test or finding of impairment – discharge.

If an officer is found to be impaired by the use of alcohol and/or an illegal narcotic, and said impairment is found to be related to an injury to that officer, a fellow officer, or any other person, that officer shall be subject to immediate discharge.

Section 17: Residency Limit: All Officers shall reside within 20 miles of the Town of

Marshfield. Said residency shall be measured from the closest Marshfield border to the door of the residence.

Grandfathering provision: Employees who were hired prior to the execution of this Agreement July 1, 2014 and who are not in compliance with the above limit shall be considered in compliance as of the date of this Agreement. However, in the event said officer moves from his or her existing residence after this Agreement, he or she shall be subject to the 20 mile limit.

ARTICLE XXXV - PENSION AND RETIREMENT

Educational incentive, night shift differential, holiday pay, longevity, and specialty pay shall be included in base pay and considered regular compensation for pension and retirement purposes only to the extent permitted by law.

ARTICLE XXXVI - TOWN FUNDING

Section 1. It is understood that all of the financial provisions of this Agreement are subject only to initial funding or other appropriate adoption by Town Meeting.

ARTICLE XXXVII - RETROACTIVITY

Section 1. The Town and the Union agree that any matters agreed upon by negotiations shall be effective retroactively as of July 1, 2020, unless stated otherwise herein.

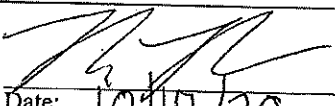
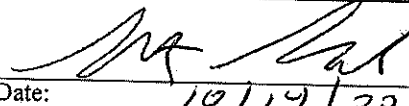
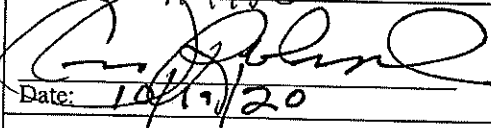
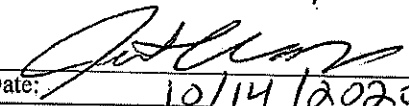
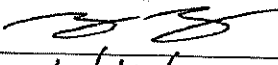
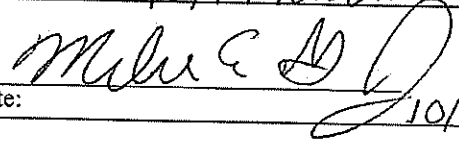
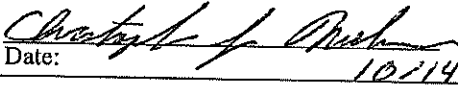
ARTICLE XXXVIII - DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 2020, to and including June 30, 2023, and shall continue from year-to-year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other by transmittal through the registered U.S. Mails, at least sixty (60) days prior to the date of expiration.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2023, or June 30 of any subsequent Agreement year, advising that such party desires to revise or change terms or conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

Section 3. This agreement represents the entire Agreement of the parties, and may not be reopened except as provided herein during the term. It is understood that if any other "town" (non-school department) collective bargaining group reaches an agreement for a more beneficial total economic package, this collective bargaining agreement will be re-opened for economic issues only. Re-classifications will not be a cause for re-opening.

This Agreement entered into this _____ day of _____, 20____.

FOR THE TOWN OF MARSHFIELD:	FOR THE ASSOCIATION OF MARSHFIELD POLICE:
 Date: 10/17/20	 Date: 10/14/2020
 Date: 10/17/20	 Date: 10/14/2020
 Date: 10/19/20	 Date: 10/14/2020
	 Date: 10/14/2020
	Date: _____