

AGREEMENT

Between

TOWN OF CARLISLE

And

CARLISLE POLICE UNIT, LOCAL 201

MASSACHUSETTS COALITION OF POLICE

EFFECTIVE: July 1, 2016 – June 30, 2019

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TOWN OF CARLISLE

This Agreement is by and between the Town of Carlisle acting through its Board of Selectmen, hereinafter called the “Town”, and the Massachusetts Coalition of Police, AFL-CIO, hereinafter called the “Union”.

ARTICLE I

RECOGNITION

The Town recognizes the Union as the exclusive representative for collective bargaining with respect to wages, hours, and conditions of employment for the following employees (hereinafter called the “Employees”):

All regular Police officers employed by the Town for the Police Department, excluding the Chief, the Lieutenant, Special Police, crossing guards, radio and telephone dispatch personnel, and all other employees of the Town, all in accordance with the certification by the Labor Relations Commission in Case No. MCR 2619.

ARTICLE II

DUES DEDUCTION

Section 1.

Subject to applicable law, the Town shall deduct Union dues (as certified by the Union to the Town in writing) for each of its Employees within the unit covered by this Agreement who, individually, in writing on a form substantially identical to the one set forth in Section 5 of this Article, authorizes such deductions.

Section 2.

By the fifteenth (15th) day of the succeeding month, the Town shall remit such deductions to the Secretary-Treasurer of the Union, Massachusetts Coalition of Police #201 - Edward R. Perry, P.O. Box 768, Millbury, MA 01527, together with a list of Employees who have had said dues deducted.

Section 3.

The Union shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article.

Section 4.

The Town shall incur no liability for the loss of dues money after remittance to the Secretary-Treasurer of the Union in accordance with Section 2 of this Article.

Section 5.

The form for Employee authorization of payroll deductions shall be substantially as follows:

Name: _____
Location: _____
Last _____ First _____ Middle Initial _____
(Please Print)

PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize the Town to deduct from my wages an amount equal to (one initiation fee and the regular monthly dues) as certified to the Town by the Secretary-Treasurer of the Massachusetts Coalition of Police or his duly authorized agent. This authorization may be revoked by me at any time by written request delivered or mailed by certified mail to the Town, or by written request by the Secretary-Treasurer of the Union to the Town's appropriate representative.

Signature of Employee: _____

Resident Address: _____

City or Town: _____ State: _____ Zip Code _____

Social Security Number _____

Date Received by Town: _____ Date Effective: _____

ARTICLE III

NON-DISCRIMINATION

Neither the Town nor the Union shall discriminate nor condone any discrimination against any Employee on the basis of race, color, creed, religious belief, sex, age, national origin, or disability or veteran status.

Neither party shall interfere with or in any way abridge the rights of any Employee with respect to joining or assisting, or refraining from joining or assisting, any labor organization. There shall be no interference, restraint, coercion, or discrimination by either party against an Employee because of membership or non-membership in the Union, nor for the Employee's participation or non-participation in any lawful activity for or against the interests of purposes of the Union.

The Town shall inform each newly-hired Police officer of the certification of the Union as set forth in Article I.

ARTICLE IV

RIGHTS OF THE TOWN

Section 1.

The Town is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Board of Selectmen, and Chief of Police reserve and retain those rights, powers, and duties it now has, may be granted, or have conferred upon it by the General Laws of the Commonwealth. Except as specifically modified by a term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance-arbitration provisions of this Agreement.

Section 2.

The Union agrees that the Town has complete authority over the policies and administration of all departments in the Town, and that it shall continue

to take any action it deems appropriate in the management of said departments, including but not necessarily limited to the right to direct Employees; to hire, promote, transfer, and assign Employees; and to suspend, demote, discharge, or take other disciplinary action against Employees for just cause (other than probationary employees - see Article VII); to relieve Employees from duties because of lack of work or other legitimate reason; to maintain the efficiency of the operations entrusted to them; to determine the method, means, and personnel by which such operations are to be conducted, including contracting out, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 3.

The parties hereto recognize the exclusive right of the Chief of Police and the Selectmen, acting individually or jointly, to issue reasonable rules and regulations governing the conduct of the Police Department, provided however that such rules and regulations may not be inconsistent with the express provisions of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

The procedure set forth in the following sections of this Article shall constitute the only procedure for consideration of grievances over the interpretation or application of this Agreement.

Section 2.

Step I - Informal Procedure

The aggrieved Employee shall discuss the grievance and attempt to adjust the matter with the Chief of Police within seven (7) working days after the event arises upon which the grievance is based, or, in the absence of the Chief for that period, such person designated for that purpose by the Board of Selectmen.

Step 2 - Formal Procedure

If not settled at Step 1, the grievance shall be reduced to writing, signed by the Employee and/or the Union, and submitted to the Chief of Police within seven (7) calendar days after the informal procedure has been concluded. The grievance shall then be discussed and the Union shall be given an answer by the Chief, in writing, within (7) calendar days of such submittal.

Step 3 – Formal Procedure

If not settled at Step 2, the grievance shall be filed, in a written document signed by the Employee and/or the Union, with the Selectmen or their designee within seven (7) calendar days after receipt of the answer in Step 2, or after the date when the answer should have been received if no written answer is received. Such filing shall include the facts of the grievance in writing by the Union and the Chief of Police. Copies of such reports shall be exchanged between the parties. The Board of Selectmen or their designee shall, within twenty (20) calendar days of the filing under this Step 3, discuss the matter with the grievant, the Union representative, and the Chief of Police, and shall issue a written decision, a copy of which shall be provided to the grievant and the Union representative.

Step 4 - Formal Procedure

If the Union is dissatisfied with the decision at Step 3 above, it shall submit the unresolved grievance to arbitration by written notice to the Board of Selectmen within fifteen (15) calendar days of the receipt of the written decision of the Board of Selectmen in Step 3. Within fifteen (15) calendar days from the date of the request for arbitration, the parties shall jointly request the American Arbitration Association to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list for the purpose of the selection of an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

The arbitrator shall render a decision only on the issue specifically defined. In arbitrating a grievance, the arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement, since such right is the prerogative of the contracting parties only.

The fees and expenses of the arbitrator shall be borne equally by the Town and the Union.

The arbitration hearing shall be held during regular daytime work hours. Employees who appear as representatives or as witnesses for the Union at arbitration proceedings shall suffer no loss of pay providing they appear during their regularly scheduled shift. Travel expenses or overtime pay shall not be paid by the Town.

The arbitrator will be requested by the parties to render his/her decision as quickly as possible, but not later than thirty (30) days after the conclusion of the hearing. The arbitrator's award shall be binding on the parties, subject only to judicial appeal by either party in accordance with appropriate provisions of the law.

Section 3.

Any grievance, which is not taken up by the grievant with the Chief of Police at Step I within seven (7) working days after the last occurrence of the action or event out of which the grievance arose, shall not be presented or considered at a later date.

Section 4.

Failure of the Town to observe the time limits with respect to any step in the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the grievant to observe the time limits provided for herein shall constitute withdrawal of the grievance.

Section 5.

Any grievance that has not been processed through the informal step may not be processed through the formal step(s). Any grievance not processed through Step 2 above may not be processed to the Selectmen.

Section 6.

Unless mutually agreed otherwise, identical grievances to which this Article applies will be processed under the procedures of this Article by having one (1) grievance processed, the result of which will be binding on the other grievants. Identical grievances herein referred to are those arising out of a single event.

Section 7.

The parties may, by mutual agreement, waive any step in this procedure.

ARTICLE VI

NO STRIKE CLAUSE

Neither the Union nor any Employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, picketing, or withholding of service.

The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such picketing, strike, work-stoppage, slow down, or withholding of services.

The Town agrees that, during the term of this Agreement, it will not lock out any Employees covered by this Agreement.

Employees who participate in any activities set out in this Article may be disciplined or discharged as the Town, acting in its judgment, deems proper, provided however, that the issue of fact as to whether an individual has engaged in such activity may be the subject of appeal through the grievance and arbitration provisions (Article V) of this Agreement.

ARTICLE VII

DISCIPLINARY ACTION

Section 1.

No Employee who has been employed in the bargaining unit described in Article I of this Agreement for twelve (12) consecutive months or more shall be disciplined or discharged for disciplinary reasons other than just cause. An officer while attending the Basic Recruit Academy shall not be considered an Employee for purposes of this section until such time as the officer successfully graduates from the Academy.

An Employee who severs his/her employment with the Town must serve an additional probationary period of twelve (12) months upon re-employment.

Section 2.

(a) Initial appointments shall be for a period of one (1) year during which employees shall actually perform the duties of a Police officer on a full-time basis. Initial appointments shall be deemed a probationary period during which Police officers shall be deemed employees at will whose removal or dismissal shall be without recourse at any time during such initial appointment.

(b) Appointments subsequent to initial appointment shall be made annually and the Board of Selectmen may remove any Police officer for just cause, and after a hearing, at any time during such appointment. Any such hearing shall be held in executive session unless a public hearing is requested by the employee. Any decision of the Board of Selectmen shall be subject to the arbitration provisions of the grievance procedure contained in Article V of this agreement.

(c) Non-reappointment shall be considered a discharge, termination or removal and shall be subject to subsection (b) of this section.

Section 3.

The procedures required by this Article shall be construed so as to attempt to assure the Employee a fair opportunity to present his/her case to the Board of Selectmen. The Board of Selectmen does not waive any rights which the Town may have under the Massachusetts General Laws.

ARTICLE VIII

HOURS OF WORK

Section 1.

The regular work schedule for Employees shall be determined by the Chief of Police or his designee. Employees shall be given at least two (2) weeks advance notice of their regular work schedule. Such regular work schedule may, however, be modified at any time by the Chief of Police for reasons beyond his control.

Section 2.

In the event an Employee is unavailable to perform a regular tour of duty the other regular Employees shall be given first preference to fill the vacancy so created. However, in the case of Bereavement Leave, Personal Day Leave, fifty percent (50%) of the days associated with Compensatory Leave , or a vacancy created as a result of the termination of an officer's employment relationship with the Town, the Chief of Police may fill the vacated shift or shifts with a special officer.

It is understood that the decision to assign overtime or not remains a managerial prerogative. For reasons of health and safety, the Chief of Police reserves the right to limit the amount of overtime assigned to a particular officer.

ARTICLE IX

OVERTIME AND RECALL

Section 1.

All hours worked in excess of eighty (80) hours in any given work period, when authorized by the Chief of Police, shall be considered overtime and compensated at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate (as defined by the relevant portions of the Fair Labor Standards Act as amended).

Section 2.

The Chief of Police shall keep records of all overtime worked.

Section 3.

A full-time Employee who is called back and reports to work after he/she has left his/her place of employment shall be considered on recall. An Employee so recalled will be guaranteed a minimum of four (4) hours pay. Such guaranteed minimum will apply only when there is a break in continuity of hours, and will not apply to hours which are contiguous with the Employee's regularly scheduled hours of work. Recall, as referred to in this section, does not apply to Article IX, section 5.

Section 4.

Employees required to appear in court in connection with their duties as members of the Police Department shall, if such appearance is required during off-duty hours, be guaranteed a minimum of four (4) hours pay for such appearance at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate as described in Section 1 of this Article.

Section 5.

Employees required to attend at the Carlisle Police Department, department meetings and/or department training sessions shall, if such attendance is required during off duty hours, be guaranteed a minimum of two (2) hours pay for such attendance at the rate of one and one-half (1 1/2) times the Employee's regular hourly rate as described in Section 1 of this Article.

ARTICLE X

HOLIDAYS

Effective July 1, 2010, the following days shall be recognized as paid holidays:

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

Section 6.

An Employee shall receive an additional eight (8) hours pay, at their regular rate of pay, when a holiday, as specified in Section 1 of the Article, occurs during the payroll period; or in lieu of payment, an Employee may receive eight (8) hours of compensatory time off, up to a total of five (5) days. Any additional compensatory time in lieu of holiday pay is at the discretion of the Police Chief.

In consideration for an Employee working on Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, and/or New Year's Day the Employee shall receive an additional four (4) hours pay at their regular hourly rate for each eight hours worked. If an Employee works less than eight (8) hours, the additional pay shall be prorated based upon the actual hours worked.

ARTICLE XI

VACATION

Section 1.

The following annual vacation with pay shall be granted to Employees who have been continuously employed by the Town of Carlisle for the following periods of time from their date of employment:

Employment Period	Annual Vacation
From the date of hire but less than five (5) years	Ten (10) Days
Five (5) years but less than ten (10) years	Fifteen (15) Days
Ten (10) years but less than fifteen (15) years	Twenty (20) Days
Fifteen (15) years or more	Twenty-five (25) Days

Section 2.

Employees shall receive five (5) days pay, based on forty (40) hours of work, for each week of vacation. If requested by an Employee at least two (2) weeks prior to the date such Employee is scheduled to take vacation, vacation pay shall be paid to such Employee in advance of his/her vacation period.

Section 3.

(a) The vacation period shall be from July 1st through June 30th. For an Employee hired on a date other than July 1st, the vacation time allowed for the first year of employment shall be prorated based upon the date of hire. Those Employees who are eligible for more than two weeks vacation may

receive payment in lieu of vacation for any vacation time exceeding ten (10) days.

(b) Employees hired after July 1, 2010, shall have their vacation period run from July 1st through June 30th. An Employee hired on a date other than July 1st, shall have their vacation time prorated based upon the date of hire. The time allowed for each anniversary date which the employee becomes eligible for an additional week shall be pro-rated based on the hire date. Those Employees who are eligible for more than two weeks vacation may receive payment in lieu of vacation for any vacation time exceeding ten (10) days.

Section 4.

The Chief in the exercise of his discretion shall determine vacation schedules. In preparing vacation schedules, the Chief shall, subject to the needs of the Police Department and the Town, take into consideration reasonable Employee requests. In the event that more than one Employee requests the same vacation period, the Employee with the earliest date of hire shall, subject to the needs of the Police Department, have his/her request given priority over other Employee requests. In the event of conflict between requests of Employees because of identical hiring dates, the decision will be made by the casting of lots.

Section 5.

Vacation pay shall be granted only if earned in accordance with the service requirements in Section 1 of this Article. Unpaid leave of absence time shall not be included in the computation of service requirements.

Section 6.

If any Employee is terminated during the year by dismissal or by resignation, retirement, or death, without his/her having taken the vacation to which he/she is entitled, the Employee (or in the event of death the Employee's estate) shall be paid an amount equal to the amount of vacation pay the Employee would have received. An Employee who resigns or otherwise voluntarily terminates employment, shall give the Town at least two (2) weeks notice and, failing to do so, shall not be entitled or eligible to receive terminal vacation pay as herein provided.

Section 7.

If an Employee requests vacation/Leave time during a holiday as listed in Article X, Section 1, or from the period of December 23rd through and including January 1st, it will be allowed provided an officer volunteers to take the shift. If two or more officers request vacation time during these periods the shifts will be filled based on seniority.

ARTICLE XII

COMPENSATORY TIME OFF

Section 1.

Effective July 1, 2002 employees who have completed their probationary period as defined in Article VII, Section 2(A) shall be eligible to receive six (6) hours per month of compensatory leave with pay. Employees who have completed their second year of employment shall be eligible to receive 10 hours per month (15 days per year) of compensatory leave with pay.

Section 2.

Compensatory time off shall be granted only if earned in accordance with the service requirements in Section 1 of this Article. Unpaid leave of absence time shall not be included in the computation of service requirements.

Section 3.

Employees may carry over not more than one week (40 hours) of accumulated compensatory time off into a succeeding fiscal year. Those employees who are eligible for more than 40 hours of compensatory time off, shall receive payment in lieu of compensatory time off for any compensatory time off in excess of 40 hours.

Section 4.

The Chief of Police or his designee shall approve compensatory time off in advance. The Chief shall take into consideration the needs of the Police

Department and the Town in approving an Employee's request to schedule compensatory time off. Such requests shall not be unreasonably denied.

Section 5.

If any Employee is terminated during the year by dismissal or by resignation, retirement, or death, without his/her having taken the compensatory time off to which he/she is entitled, the Employee (or in the event of death the Employee's estate) shall be paid an amount equal to the amount of pay the Employee would have received for accumulated compensatory time off. An Employee who resigns or otherwise voluntarily terminates employment, shall give the Town at least two (2) weeks notice and, failing to do so, shall not be entitled or eligible to receive terminal compensatory pay as herein provided.

Section 6.

If an Employee requests compensatory time off during a holiday as listed in Article X, Section 1, or from the period of December 23rd through and including January 1st, it will be allowed provided an officer volunteers to take the shift. If two or more officers request vacation time during these periods the shifts will be filled based on seniority.

ARTICLE XIII

SALARIES AND MILEAGE

Section 1.

Salaries shall be as set forth in Schedule A of this Agreement.

It is understood and agreed that a new Employee may be hired at any patrol level shown in Schedule A consistent with their training, experience, and other qualifications. The Town's decision regarding the placement of any new Employee shall not be a matter of grievance or arbitration under Article V of this Agreement. Such Employees, once hired shall thereafter progress in conformity with the periods and amounts shown on Schedule A.

Section 2.

The Town shall reimburse an Employee for the use of his her private automobile in connection with Town of Carlisle Police Department business, as authorized by the Chief at such rate as is, from time to time, allowed by the United States Internal Revenue Service.

Section 3.

Detail rates for those details for which the Town is entitled to payment from a non-governmental entity shall be as follows:

All Officers:

Effective July 1, 2012 time and a half the officer's hourly rate of pay or \$50.00 per hour whichever is greater.

All officers who are assigned to work a detail will be guaranteed four (4) hours of pay at the appropriate rate.

All officers who are assigned to work a detail that continues for more than four (4) hours but less than eight (8) hours will be guaranteed eight (8) hours of pay.

All hours worked on a holiday shall be paid at one and one-half (1 1/2) times the appropriate detail rate.

All hours worked over eight (8) hours on a detail will be paid at one and one-half (1 1/2) times the appropriate detail rate.

All hours worked on a detail between 12:00 midnight and 7:00 A.M. will be paid at one and one half (1 1/2) times the appropriate detail rate.

All hours worked on a strike detail will be paid at one and one-half (1 1/2) times the appropriate detail rate. A minimum of two detail officers shall be assigned to any strike detail in which there is active picketing.

Detail rates in which payment is from a Carlisle government entity or a Carlisle non-profit civic organization shall be at one and one-half times the officer's rate of pay.

Section 4.

As approved by the Chief of Police, toll call telephone expenses incurred by an Employee for the purpose of conducting Town business shall be reimbursed to the Employee.

Section 5.

A shift differential, which is a percentage of regular base pay, shall be paid as follows: seven percent (7%) for all hours worked between 4:00 p.m. and 8:00 a.m.

Section 6.

Each full-time, non-probationary Employee will be allowed up to four (4) days of personal leave with pay during each fiscal year. Personal leave days must be approved in advance by the Chief of Police. Whenever practicable, requests for the use of personal days shall be made at least two (2) days in advance. Such request shall not be unreasonably denied. Unused personal leave days will be returned in pay at the appropriate current rate of pay at the end of each fiscal year.

Section 7.

(a) Officers permanently assigned to the following duties shall receive the following compensation in addition to their regular weekly salary.

Inspector -	\$2,575 per year	(\$49.52 per week)
Detective -	\$1,500 per year	(28.85 per week)
DARE/Juvenile Officer -	\$1,075 per year	(\$20.67 per week)
Community Policing -	\$1,075 per year	(\$20.67 per week)
Armorer Officer -	\$1,075 per year	(\$20.67 per week)
Training Officer -	\$1,075 per year	(\$20.67 per week)
NEMLEC Rep -	\$1,075 per year	(\$20.67 per week)
Court Prosecutor	<i>\$1,075 per year</i>	<i>(\$20.67 per week)</i>

Supervisor for DARE/ Juvenile Office, Community Policing/Safety Officer, Armorer Officer, Training Officer, and NEMLEC Rep -	\$269 per year	(\$5.17 per week)
EMT Qualified -	\$269 per year	(\$5.17 per week)

Section 8.

A. The parties agree to establish the Carlisle Police Educational Incentive Plan effective January 1, 2011. The Town will pay the full level of benefits set forth in such program as summarized below, to employees currently participating in the Quinn Bill education incentive program under G.L. c. 41, §108L as it existed as of July 1, 2009, as well as to employees hired after July 1, 2001 for degrees in law enforcement, criminal justice, law, accounting, information technology, computer science, or a bachelor's degree for any major course of study with a criminal justice minor or any other degree previously accepted under the Quinn Bill program. The percentages associated with the Carlisle Police Education Incentive Program are as follows:*

(a) 10% for an Associates degree in Law Enforcement or Criminal Justice, or 60 points earned toward a Baccalaureate Degree in Law Enforcement or Criminal Justice.

(b) 20% for a Baccalaureate Degree in Law Enforcement or Criminal Justice

(c) 25% for a Masters Degree in Law Enforcement or Criminal Justice, or a degree in law.

The parties acknowledge that the Town has previously accepted the provisions of M.G.L. c. 41, §108L.

B. The Union acknowledges that it is not entitled to any lost Quinn Bill payments for July 1, 2009 through December 31, 2010. However, in the event that the Commonwealth provides funding under M.G.L. c. 41, §108L at any time hereafter, in excess of \$15,000 for any time after January 1, 2011, the Town will split any money received over \$15,000 50/50. The

bargaining unit employees will split their 50% evenly among those officers who are receiving the Carlisle Educational Incentive Pay at that time.

Base salary is defined as the annual salary rates listed in Schedule A.

This premium will be divided up and paid out over the course of the year as an addition to the Employee's base rate of pay.

Effective July 1, 2016 the longevity rates will be as follows:

YEARS OF SERVICE	AMOUNT OF LONGEVITY	
	Patrol Officers	Sergeants
Five (5) years but less than ten (10) years of continuous service	\$3,213.87	\$3,475.65
Ten (10) years but less than fifteen (15) years of continuous service	\$3,717.33	\$4,044.56
Fifteen (15) years but less than twenty (20) years of continuous service	\$4,220.80	\$4,613.47
Twenty (20) years of continuous service	\$4,724.26	\$5,182.38
Twenty five (25) years of continuous service	\$5,227.73	\$5,751.30

Effective July 1, 2018 the longevity rates will be as follows:

YEARS OF SERVICE	AMOUNT OF LONGEVITY	
	Patrol Officers	Sergeants
Five (5) years but less than ten (10) years of continuous service	\$3,613.87	\$3,875.65
Ten (10) years but less than fifteen (15) years of continuous service	\$4,117.33	\$4,444.56

Fifteen (15) years but less than twenty (20) years of continuous service	\$4,620.80	\$5,013.47
Twenty (20) years of continuous service	\$5,124.26	\$5,582.38
Twenty five (25) years of continuous service	\$5,627.73	\$6,151.30

ARTICLE XIV

CLOTHING/UNIFORM ALLOWANCE

Section 1.

Each Employee shall obtain and maintain such uniforms and accessories as are required, in the reasonable discretion of the Chief of Police, to properly perform his/her duties for the Police Department. In connection therewith, all Employees will be allowed an annual uniform allowance for the year specified in the amount of:

<u>July 1, 2013</u>	<u>\$900.00</u>
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Up to Forty Five percent (45%) of each annual allotment may be spent for clothing related to court/meeting/workshop attire.

Section 2.

The Chief of Police shall control the funds allotted as a uniform allowance for each Employee and shall pay the bills for the uniforms and accessories, not to exceed the above yearly limit, provided that the uniform or accessories purchased comply with the Chief's requirements as to quality, appearance, and uniformity.

Section 3.

It shall be the responsibility of each Employee to keep and maintain his/her uniforms in good and proper condition, reasonable wear and tear accepted. In order to assist the Employee in meeting this requirement, the Employee will be given an annual uniform cleaning allowance as specified below. This

amount shall be paid to the Employee semi-annually during the term of this Agreement.

Amount	Semi-Annual Payment
\$900.00	\$450.00

Section 4.

Upon termination of employment for whatever reason, the uniforms and accessories purchased through the uniform allowance shall be returned to the Town.

ARTICLE XV

SEPARABILITY AND AMENDMENT

The Town shall comply with any and all applicable Federal and State laws. In the event any provision of this Agreement is determined to be in conflict with a Federal or State law by a court or administrative agency of competent jurisdiction, such provision shall cease to be operative or binding on the parties, but the remainder of the Agreement shall remain in full force and effect.

Any provision of this Agreement can be amended by a written document signed by a duly authorized representative of both of the parties and any such amendment will apply only to those provisions specifically referred to, and all other provisions will remain in full force and effect.

The parties agree that this Agreement represents the full agreement of the parties on all matters which were or could have been the subject of negotiation and supersedes all prior written or oral agreements, offers, proposals, and representations.

Therefore, neither party shall be required to negotiate with respect to any such matter, whether raised or not raised in the collective bargaining process, whether covered or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

ARTICLE XVI

MISCELLANEOUS

Section 1. - Insurance

The Selectmen will continue for the duration of this Agreement to provide a group insurance plan on the same basis as the group insurance plan available to other employees of the Town. It is understood that the Selectmen will not themselves operate the plan, but the insurance company or companies will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the application. The premiums for such plan shall continue to be shared in the same proportion as for other employees of the Town. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein, provided however, that eligibility requirements related to the date of commencement of service shall be subject to the provisions of Article V.

Section 2. - Education Reimbursement

Employees who take and successfully pass courses at an accredited college or university in law enforcement or any of the qualifying degrees listed in Section 8 (A) of this agreement shall be reimbursed up to but no more than:

100 % of the cost of tuition and books paid by the Employee for each course leading up to an associate's degree.

25 % of the cost of tuition and books paid by the Employee for each course leading up to a bachelor's degree.

Reimbursement under this provision shall not exceed \$2,500.00 in the aggregate for all Employees. The initial reimbursement shall be made to those individuals seeking an associates degree. In the event the reimbursement does not exceed \$2,500.00, the remaining funds shall be dispersed to any other eligible candidates under the scheme outlined above.

Any reimbursement paid hereunder shall be refunded to the Town by any Employee who fails to remain a full time Employee for one (1) calendar

year following completion of the course for which such reimbursement was paid.

Section 3. - Workshops

Reasonable costs associated with attendance outside the Town of Carlisle at job-related workshops, conferences, etc., shall be reimbursed, subject to the approval of the Chief of Police. Such costs may include reasonable travel expenses.

Section 4. - Specialized Training

The cost of specialized training, if required, shall be borne by the Town, subject to the prior approval of the Board of Selectmen. Such costs may include reasonable travel expenses.

Section 5. - Retirement

All full-time Employees under age 65 must join the Middlesex County Retirement System, pursuant to Chapter 32, Sections 1 - 28, and other Special Acts of the General Laws. This is a contributory retirement system.

For employees who are members of this system, retirement is mandatory at age sixty-five (65).

ARTICLE XVII

LEAVE

The Chief may grant an Employee a leave of absence without compensation for a period of not more than one (1) week. An Employee may appeal the denial of any such leave to the Board of Selectmen. Longer leaves of absence without compensation may only be granted by the Board of Selectmen. Days off in excess of twenty (20) days in any one fiscal year for leaves of absence shall not be counted in determining benefits. Denial of a request for leave of absence without compensation shall not be the subject of a grievance.

Employees in the National Guard or Military Reserve who are required to participate in an annual tour of duty of up to two (2) weeks shall be

compensated by the amount by which their regular pay for the period of such tour of duty exceeds their military pay for the period. Such period will not be counted in the determination of overtime, but no Employee shall suffer any loss of other benefits on account of such military leave.

Any Employee on jury duty shall be compensated by the amount by which his/her regular pay exceeds the amount the Employee receives from the Court or County, provided the Employee reports to the Town for work whenever available. Jury duty time shall not be counted in the determination of overtime, but shall not result in any other loss of benefits to the Employee.

Sick leave will be granted in the event of bona fide illness, or if necessary to care for dependents who are ill or injured. In the former case, if the sick leave exceeds three (3) days, the Chief of Police may arrange for examination by a Town-retained physician. In the latter case, the word "dependents" is defined by State and Federal tax code.

Each Employee shall accumulate sick leave at the rate of one and seventeen one hundredths of a (1.17) day for each full month of employment, not to exceed a total accumulation as follows: 160 days.

Sick leave shall be at the regular rate of compensation. Upon retirement, an employee shall receive a payment equal to 25 % of his/her accumulated sick days at his/her then current rate of pay.

Effective July 1, 2013, any employee who has not used any sick leave, including sick leave for family illnesses, for a period of four months (January – April, May – August, and September – December) shall be granted one (1) day of compensatory leave.

Bereavement leave up to a maximum of three (3) paid days may be granted to a permanent Employee by the Chief of Police.

Effective July 1, 2007, employees shall be entitled to be excused from duty with pay for not more than three (3) days to attend a funeral and for other personal business caused by death in the immediate family. The members of the immediate family shall include the following: parent, child, spouse, brother, sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-

in-law, sister/brother-in-law, or other person residing in the same household as the employee.

Religious leave without pay shall be granted to an Employee by the Chief of Police.

Employees shall also qualify for leave as specified in the Federal Family and Medical Leave Act signed into law on February 5, 1993 and administered and enforced by the U S Department of Labor.

ARTICLE XVIII

PREGNANCY DUTY AND MATERNITY/PATERNITY LEAVE POLICY

Section 1. (Pregnancy Duty)

Whenever a full-time female Employee shall become pregnant, she shall furnish the chief of police of the department with a certificate from her physician stating the approximate expected date of delivery. She may continue to work as a uniformed Officer, as long as her physician certifies that she is able to do so. At such time that she furnishes the chief of police with a certificate from her physician stating that she is unable to perform her duties as a uniformed officer because of the pregnancy, she will be given alternative assignment, which may include light duty. The chief of police in his sole discretion shall have the right to use non-contractual special officers to fill 100 % of the patrol shifts open as a result of a female Employee being given alternative assignment under this section. In no event shall alternate assignment exceed a period of more than six (6) months.

Section 2. (Maternity/Paternity Leave)

A full-time Employee shall be entitled to take a leave of absence, which may commence from the date of delivery of the Employee's child, or from the date of adoption of the Employee's child, for a period of three (3) months of unpaid leave. The chief of police in his sole discretion may grant up to an additional three (3) months of unpaid leave of absence. Anytime during the leave, the Employee may use sick, vacation, personal or compensatory leave if he or she so chooses. The remaining days shall be

unpaid leave. A full-time Employee shall be given first preference to fill the vacancy created by any unpaid leave up to the first 50% of the leave. The remaining 50% of the unpaid leave shall then be offered to Special Officers first.

An Employee on unpaid leave of absence under this section shall have the right to continue to receive health and other insurance that was available to the Employee before the unpaid leave of absence. The Employee shall continue to receive all benefits that were available to them before the leave of absence for the first 12 weeks of leave. The remaining three (3) months of leave, if granted, the Employee shall also receive all other benefits that were available to them before the unpaid leave of absence, with the exception of sick and compensatory days, which can not be accumulated during the unpaid leave of absence.

Upon returning to employment, the Employee shall be restored by the chief of police to the previous position, with the same status, pay, length of service credit and seniority, which the Employee had at the beginning of the leave of absence.

The Employee shall give at least two (2) weeks notice to the chief of police of the anticipated date of departure. The Employee shall give thirty (30) days notice of the Intention to return.

ARTICLE XIX

UNION BUSINESS LEAVE

An Employee designated in writing by the Union shall be granted reasonable time off for official Union business, subject to the needs of the Police Department as determined by the Chief. Such time off shall be without pay and shall not be counted toward overtime, but the Employee shall not suffer any other loss of benefits in connection with such leave time.

Two (2) Employees, designated in writing by the Union, shall be allowed to attend a convention of the state or national Union for one (1) day each, without loss of pay or other benefits for that day. Such Employees shall be responsible for all expenses incurred in connection with attendance at such convention.

ARTICLE XX

HEALTH AND SAFETY

Section 1.

A minimum of two uniformed officers shall be assigned to each shift whenever practicable as determined by the Chief of Police.

Section 2.

Upon request of the Union or the Chief of Police, the parties shall meet to discuss matters of mutual concern related to health and safety.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be a three (3) year contract and shall become effective as of July 1, 2013 and shall continue in full force and effect until midnight, June 30, 2016, and thereafter for successive one (1) year periods unless either party, on or before January 1, 2016 or on before any succeeding January 1, notifies the other party, in writing, of its desire to terminate, amend, or modify same. Such notice shall include a statement of any amendments or modifications desired. Negotiations connected with such termination, amendment, or modifications shall commence within thirty (30) days after receipt of such notice.

IN WITNESS WHEREOF, the Town and the Union have hereunto caused this Agreement to be signed, sealed and delivered in their names by authorized agents this 9th day of May 2016.

THE TOWN OF CARLISLE
BOARD OF SELECTMEN

MASSACHUSETTS
COALITION OF POLICE,
AFL-CIO, LOCAL 201

SALARY RATES-SCHEDULE A

Section 1.

The annual salary rates for regular full-time **PATROL OFFICER** shall be as follows:

Effective July 1, 2016 through June 30, 2017 (2.70%)

Start	1 Year of Employment	2 Years Employment	3 Years Employment	4 Years Employment
\$52,021.67	\$55,705.47	\$58,692.60	\$60,357.28	\$62,469.42

Effective July 1, 2017 through June 30, 2018 (2.70%)

Start	1 Year of Employment	2 Years Employment	3 Years Employment	4 Years Employment
\$53,426.26	\$57,209.52	\$60,227.30	\$61,986.93	\$64,156.09

Effective July 1, 2018 through June 30, 2019 (2.90%)

Start	1 Year of Employment	2 Years Employment	3 Years Employment	4 Years Employment
\$54,975.61	\$58,868.60	\$62,025.34	\$63,784.55	\$66,016.63

The annual salary for **SERGEANT** shall be as follows:

Effective July 1, 2016 through June 30, 2017 (2.70%)

Start	1 Year of Employment	2 Years Employment	3 Years Employment
\$66,238.50	\$67,699.39	\$68,808.08	\$71,198.22

Effective July 1, 2017 through June 30, 2018 (2.70%)

Start	1 Year of Employment	2 Years Employment	3 Years Employment
\$68,026.94	\$69,527.27	\$70,665.90	\$73,120.57

Effective July 1, 2018 through June 30, 2019 (2.90%)

Start	1 Year of Employment	2 Years Employment	3 Years Employment
\$69,999.72	\$71,543.56	\$72,715.21	\$75,241.08