THREE YEAR LABOR AGREEMENT

BETWEEN

THE TOWN OF CHILMARK

AND CERTAIN

MEMBERS OF THE CHILMARK POLICE DEPARTMENT

Covering the period of July 1, 2019 - June 30, 2022

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PREAMBLE

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

ARTICLE 1 Recognition

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

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

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

ARTICLE 2 — Grievance and Arbitration

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 — Compensation

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

Section 2: EMT Stipend

Officers that maintain their EMT Certification (on their own time and at their own expense) will be paid $150 per month.

ARTICLE 4 — Overtime

Section 1: All authorized hours beyond 40 hours in any week shall be compensated at time and one-half the straight time hourly rate. Time spent on authorized paid leave (e.g., sick, personal, vacation, etc.) will count towards the 40-hour threshold for the purposes of compensation under this agreement.

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

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

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

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

Section 2.A: The Chief may from time to time assign certain officers to remain "on call" when not scheduled to work. They shall be available and competent to handle calls for service in a reasonably timely manner. Typically, such "on call" assignments will be for an 8-hour period, in which case the officer will be paid the following amount:

$130 effective July 1, 2019

Note: the three-hour minimum specified in Section 2 will not apply to officers placed on-call; if they are called to duty, they will be paid only for hours actually worked. In addition, the night shift duty officer will be given priority in being offered an available on-call shift unless the Chief determines it would not be advisable to do so.

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

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

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

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

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

ARTICLE 5 — Holidays

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

New Year's Day Labor Day

President's Day Columbus Day

Martin Luther King's Birthday Veteran's Day

Patriot's Day Thanksgiving Day

Memorial Day Christmas Day

Independence Day

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

Section 2: Holidays shall be paid as follows:

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

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

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

When an officer is scheduled to be off duty on a holiday listed in section #1, and works on the holiday, the Officer will be paid the same as listed above in the first paragraph of this Article for an officer who is scheduled to work on the holiday.

ARTICLE 6 — Vacations

Section 1:

Any unit member who was employed as a full-time police officer in the Chilmark Police department as of Jan 1, 2011 shall have their vacation hours credited with the start of the new year as has been the past practice and any new member after Jan 1 2011 shall have their vacation time accrual governed by the town of Chilmark Personnel Bylaw as follows:

Each-full time officer who has successfully completed the required one-year Department Probationary period following completion of the basic recruit police academy, shall receive the vacation hours shown below for each year following the listed anniversary date of employment until the next anniversary date shown below and will be subject to the vacation accrual provisions in the Town of Chilmark's Personnel By-law.

|  |  |
| --- | --- |
| First (1st) Anniversary | Eighty (80) hours |
| Fifth (5th) Anniversary | One Hundred Twenty (120) hours |
| Tenth (10th) Anniversary | One Hundred Sixty (160) hours |
| Twentieth (20th) Anniversary | Two Hundred (200) hours |
| Twenty-fifth (25th) Anniversary | Two Hundred Forty (240) hours |

Notwithstanding any contrary provision in the Town’s Personnel By-Law or this Agreement, full-time employees that complete six (6) months of their probationary period may utilize any accrued vacation time.

Vacation leave shall be taken by the end of the fiscal year following the fiscal year in which it was earned. Vacation time not utilized shall expire unless extended by an appointing authority. Requests for vacation leave must be approved by the department head or appointing authority

Employees who have exhausted all their sick leave benefits may, with the approval of the department head, or appointing authority, have their absence charged to vacation.

ARTICLE 7 — Paid Details

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

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

Section 2: The rate of pay for all third-party details shall be $60/hour unless the detail is at the Martha’s Vineyard Hospital, in which case the rate shall be $90/hour. Where a third-party detail exceeds four (4) hours, the minimum pay shall be eight (8) hours at the above rates. Where a third-party detail exceeds (8) hours, the officers shall be paid one and one-half (1 ½ ) times the detail rate for those hours worked beyond eight (8).

Section 3: Town Details: Officers agree that request for details from the Town of Chilmark will take priority over other detail requests during the same time period. The rate for town details shall be $60 per hour. The minimum rate shall be 4 hours and charged hourly for each hour over 4 hours. Overtime rate in Section 2 shall not apply to the Town of Chilmark details. The Chief will decide what constitutes a paid detail, which details shall be covered first, and may assign officers to work at their regular (or applicable OT rate).

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

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

ARTICLE 8 — Clothing and Equipment

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

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

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

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

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

ARTICLE 9 — Contract Negotiations

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

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

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

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

ARTICLE 10 — Duration

This agreement shall be effective for a term of three years from its effective date. Even if the Agreement is terminated, the Town will not make changes in any existing past practices without providing notice to the Unit, affording the Unit the opportunity to request bargaining, and if so requested, negotiating in good faith as required by law.

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

ARTICLE 11 — Miscellaneous

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

Five (5) — Ten (10) years of continuous employment — Twenty-five (25) percent

Ten (10) or more years of continuous employment — Fifty (50) percent

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

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

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

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

Section 6 - Education Incentive.

1. Employees hired who have satisfactorily completed an Associate’s, Bachelor’s or Master’s/JD degree of higher education shall receive a payment pursuant to the following schedule: Degree must be from an accredited University or College. The degree is subject to approval by the Chief of Police.

July 1, 2019 – June 30, 2021:

* + - Associate’s degree 3% of base salary
    - Bachelor’s degree 6% of base salary
    - Master’s degree 7.5% of base salary

July 1, 2021 – June 30, 2022

* + - Associate’s degree 6% of base salary
    - Bachelor’s degree 12% of base salary
    - Master’s degree 15% of base salary

1. Payments under this Section shall be payable on an hourly prorated basis and shall be added to the employee’s annual salary for all purposes. Evidence of a higher education degree must be presented to the Chief of Police prior to receiving payments under this Section and a copy of the official certification of the degree will be placed in the officer’s Personnel File.
2. Employees must provide the Chief of Police with anticipated degrees or cumulative credits earned prior to the end of the fiscal year by December 15th to receive payment on or after July 1st of the following fiscal year.

Section 7: Officers that work between 10 pm and 6 am shall be paid an additional $2.50/hour for such hours.

Signed and effective on the day of 2019.

Town of Chilmark Police Officers:  
By:

Board of Selectmen

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