

**Agreement Between the
Town of Swampscott and
The Massachusetts Coalition of Police Local 417**

July 1, 2018 through June 30, 2021

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**ARTICLE I
RECOGNITION AND UNION SECURITY**

The Town of Swampscott recognizes the Massachusetts Coalition of Police Local 417 (hereinafter called the "Union") as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all full-time police officers, excluding the Chief of Police and Reserve Police Officers, but including the Captain and the Clerk and the Administrative Assistant.

Effective July 1, 2003, if any non-sworn position becomes vacant for any reason other than layoff, the Union and the Town of Swampscott agree that these positions if filled will no longer be part of this bargaining unit.

**ARTICLE II
DUES DEDUCTION**

The Town of Swampscott agrees to deduct from the pay of all employees covered by this Agreement the dues and assessments of the Union having jurisdiction over such employees who submit dues authorization forms furnished by the Union and agrees to remit same to said Union prior to the end of the month for which the deduction is made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week the deduction is made, the employee must make arrangements with the Union to pay such dues in advance. Any employee may revoke his authorization at any time by individual notice, in writing, mailed by registered or certified letter to the Town Accountant and Union. The Union agrees to indemnify the Town for any damages or costs in complying with this Article.

**ARTICLE III
PROTECTION OF EXISTING BENEFITS**

All job benefits heretofore enjoyed by employees who are not specifically provided for or abridged in this contract are hereby protected by this contract. This Agreement shall not be construed to deprive employees of any benefits, protections or working conditions now or hereinafter granted or prescribed by the laws of the Commonwealth.

**ARTICLE IV
MANAGEMENT RIGHTS**

Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Police Department and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town.

ARTICLE V GRIEVANCE PROCEDURE

The term “grievance” shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining agreement. If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of this grievance procedure.

Any step or steps in the grievance procedure, as well as the time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

The Union shall be notified by the Employer of grievances filed by an employee on his/her behalf and shall be given the opportunity to be present at any grievance meeting between the employee and the employer held in accordance.

No employee in the bargaining unit as described in Article I shall be discharged, suspended, demoted or otherwise disciplined without just cause.

THE GRIEVANCE PROCEDURE SHALL BE AS FOLLOWS:

STEP 1: Within twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance or complaint occurs, or after the date on which there was a reasonable basis for knowledge of the occurrence, the Union or its authorized representative shall present to the Chief of the Department a written statement of such grievance or complaint, indicating the relief requested.

Within seven (7) calendar days after such presentation, the Chief of the Department shall arrange to meet with the Union to discuss the grievance. The Chief of the Department shall give his written final decision to the Union within five (5) calendar days after the completion of the discussion of any grievance.

The above two paragraphs are contingent that the Chief of the Department is available. In the event the Chief of the Department is on vacation or is out of town on official business, no meeting will be held until his arrival back to his Swampscott office. The time limits set forth herein may be extended by mutual agreement of the parties.

STEP 2: If a settlement is not reached at Step 1, the Union may, seven (7) calendar days, refer the grievance to the Town Administrator. Such grievance shall be in writing and give all of the pertinent information relative to the grievance and indicate the relief requested.

Within seven (7) calendar days of the receipt of the grievance, the Town of Swampscott or their designated representative shall arrange to meet with the Union to discuss the grievance. The Town of Swampscott Town Administrator shall give his/her final decision in writing to the Union within seven (7) calendar days after the completion of the discussion of any grievance.

Grievances unresolved at Step 2 may be brought to arbitration as described in Article VI by the Union or the Town, and not by individual employees.

ARTICLE VI ARBITRATION

Any grievance which remains unsettled after having been fully processed through the grievance procedure pursuant to the Article V shall be submitted to an Arbitrator upon written request of either the Union or the Town of Swampscott, provided such request by either side is made within thirty (30) calendar days after the final decision of the Town has been given in writing to the Union.

A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.

Within fifteen (15) calendar days following a written request for arbitration of a grievance, the Town of Swampscott or the Union may request the American Arbitration Association to submit a panel of names from which an arbitrator may be chosen. In the selection of an arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control, except that:

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provision of this Agreement.

The cost of the arbitration proceeding will be borne equally by the Town of Swampscott and the Union. It is understood and agreed that each party shall be responsible for compensating its own representative(s). In the case of an untimely cancellation by either of the parties, any cancellation fee shall be borne solely by the party requesting the postponement.

It is further understood and agreed that any provision of the Civil Service Laws and Rules, and Town Bylaws, and Statutory Requirement shall not be subject to arbitration.

**ARTICLE VII
WAGES**

1. The annual pay scale for all employees covered by this Agreement shall be as follows:

	FY19 7/1/2018	FY20 7/1/2019	FY21 7/1/2020
Police Officer Probation	50,840	51,856.80	52,893.94
Police Officer Step 1	53,380.59	54,448.20	55,537.16
Police Officer Step 2	59,690.38	60,884.19	62,101.87
Police Officer Master	61,481.32	62,710.95	63,965.17
Sergeant	70,434.98	71,843.68	73,280.55
Lieutenant	78,887.34	80,465.09	82,074.39
Captain	93,875.04	95,752.54	97,667.59
	7/1/2018	7/1/2019	7/1/2020
Admin Asst. -1	51,761.96	52,797.20	53,853.14
Admin Asst. -2	53,739.18	54,813.96	55,910.24
Admin Asst. -3	59,173.49	60,356.96	61,564.10
Admin Asst. -4	60,654.02	61,867.10	63,104.44

There shall be one year between steps for Police Officers and Administrative Assistants, as calculated from the effective date of full time hire except for Master Patrolman step which will go into effect when an officer has completed twenty (20) years (20th anniversary date) of full time service with the Police Department.

In any year there is 53 pay periods, employees weekly pay will reflect the annual pay scale divided by 53. At all other times, weekly pay shall be calculated by dividing the annual pay by 52.

Annual stipends for special work shall include

	FY19 7/1/2018	FY20 7/1/2019	FY21 7/1/20
OIC of CID (Investigator Prosecutor)	4,579.68	4,671.27	4,764.70
Identification Officer	1,819.5	1,855.89	1,893.01

The OIC of CID (Investigator Prosecutor) and Identification Officer's stipends will increase by the same percentage as the top step patrolman's salary yearly.

Mechanic	1,200
Building	1,200
Detective	600
Medical Officer	1,000
I.T. Officer	1,000
Firearms Instructor/licensing	1,000

All stipends, excluding holiday pay, in this contract shall be paid on a prorated weekly basis effective July 1, 2003.

2. Longevity Award

Effective July 1, 2014 longevity based on following % of the individual's annual compensation.

	7/1/2014
5-9 years of service	2.00%
10-14 years of service	2.25%
15-19 years of service	2.50%
20-24 years of service	3.75%
25+ years of service	5.25%

	7/1/2016
5-9 years of service	2.50%
10-14 years of service	2.75%
15-19 years of service	3.00%
20-24 years of service	4.25%
25+ years of service	5.75%

3.

- a. Effective 7/1/11 there shall be a sixteen percent (16%) differential between the rank of Police Officer and Police Sergeant.

Effective 7/1/12 there shall be a seventeen percent (17%) differential between the rank of Police Officer and Police Sergeant.

Effective 7/1/13 there shall be an eighteen percent (18%) differential between the rank of Police Officer and Police Sergeant.

- b. Effective 7/1/11 there shall be an eleven percent (11%) differential between the rank of Police Sergeant and Police Lieutenant.

Effective 7/1/12 there shall be a twelve percent (12%) differential between the rank of Police Sergeant and Police Lieutenant.

- c. Effective 7/1/11 there shall be a nineteen percent (19%) differential between the rank of Police Lieutenant and Police Captain.

- d. Effective July 1, 2015 there shall be a 2% differential between the rank of Police Officer (Step 4) and Master Patrolman.

- e. Effective July 1, 2016, there shall be a 3% differential between the rank of Police Officer (Step 4) and Master Patrolman.

- f. Sergeants and Lieutenants will continue to be based off the top step Patrolman and not Master Patrolman.

- g. The Captain shall be taken off overtime rotation and only given overtime assignments in cases of emergency, as determined by the Chief. Captains regularly assigned, as OIC shall be added to the OIC overtime rotation.

- h. Should any Lieutenant be absent from his or her regularly scheduled work shift by reason of vacation leave, then said absence shall be filled first by another Lieutenant on an overtime basis, provided that another Lieutenant is willing to accept the overtime assignment, then by a Sergeant on an overtime basis. When the shift remains unfilled for any reason, including the refusal of other Lieutenants and of the Sergeants to work the overtime assignment, then the vacancy shall be filled by the Sergeant regularly assigned to that shift. Should a Lieutenant be absent from his or her regular shift for any reason other than vacation leave then the vacancy shall be filled by the Sergeant regularly assigned to that shift, acting as OIC. In the event that the Sergeant regularly assigned to said shift is also absent from duty for any reason, then the vacancy shall be filled by first offering the overtime assignment to other Lieutenants, and if none are willing to accept, then to other Sergeants as overtime. Anytime there are two Lieutenants regularly assigned to the same shift the absence of one Lieutenant shall not be filled as stated above, and the remaining Lieutenant shall serve as OIC, unless the Chief of Police determines that the vacancy shall be filled, in which case the above procedure for filling the vacancy shall stand. Monday – Friday 2nd Division the Administrative Captain may fill in for a Lieutenant who is absent from his or her shift by reason of vacation leave prior to the shift being offered to other Lieutenants on an overtime basis, or the remaining Lieutenant regularly assigned to the same shift, at the chiefs discretion. The order in which the opening shall be filled with regards to the second Lieutenant regularly assigned to the same shift or the administrative captain shall be at the chief's discretion. As of 7-1-09 Lieutenants absent from their regularly assigned shift by reason of personal day shall be filled in accordance with the above procedure, making personal days and vacation leave identical for purposes of filling the vacancy.

- i. A Sergeant shall not be placed in the regular rotation for overtime as a patrol officer, but shall be eligible for such assignment if no regular patrol officer is available.
- j. Should any Sergeant be absent from his/her regularly scheduled work shift by reason of vacation leave then said absence shall be filled by another Sergeant on an overtime basis provided that another Sergeant is willing to accept the overtime assignment. If unable to fill with a Sergeant for any reason and the manning level falls below the level stated in Section 4 of this article, the vacancy will be filled with a patrolman on an overtime basis.

4. There shall be assigned and posted to each work shift six (6) personnel as follows:

- One (1) Officer in Charge (Captain per (d) above, Lieutenant or Sergeant per (e) above;
- One (1) Sergeant; and
- Four (4) Patrolmen (including one station officer and three street patrol officers).

In the event that there is an absence of personnel from any shift as assigned and posted above, then the Town shall hire at overtime to ensure a minimum of five (5) per shift as follows:

- One (1) Officer in Charge;
- One (1) Station Officer; and
- Three (3) street Patrol Officers (may include Sergeant).

5. Officers assigned out of grade to perform the work responsibilities of a higher rank shall receive the rate of pay of the higher rank. Such assignment specifically includes the work assignments referenced in 3(e) and 4, above when a Sergeant acts as the shift OIC. There shall be no pyramiding below the rank of Sergeant.

6. First Division, Third Division and Swing Shift Differential.

a. Officers who regularly work the first or third divisions, swing shift or split shifts, shall receive a weekly prorated payment based on the following percentages of the individual employee's yearly base salary, as a night differential. Non-sworn members of the Union will not be eligible for night differential pay.

Effective 7/1/09 +1.5% =7.5%

b. Any officer transferred to the first or third division or swing shift to fill a vacancy created by illness, injury, vacation, or other reason shall be paid the shift differential on a prorated basis for the length of the transfer.

c. Officers, who regularly work the second division, shall receive a weekly prorated payment based on the following percentages of the individual employee's yearly base salary, as a weekend differential. Effective July 1, 2003, only members of the bargaining unit who work weekends will be eligible for the weekend differential.

Effective 7/1/09 +1.0% =3%

No person shall be eligible to receive both the Night and Weekend differential.

7. Any officer injured while on duty shall return to duty on the division he was working at the time of his injury before being transferred from such division.
8. Effective July 1, 2011, a sworn employee of the bargaining unit shall receive as a court differential, a weekly prorated payment in the amount of 3.25 % of the individual employee's yearly base salary.

Effective July 1, 2012, a sworn employee of the bargaining unit shall receive as a court differential, a weekly prorated payment in the amount of 3.75 % of the individual employee's yearly base salary.

Effective July 1, 2013, a sworn employee of the bargaining unit shall receive as a court differential, a weekly prorated payment in the amount of 4.25 % of the individual employee's yearly base salary.

Employees hired after March 1, 2018 will not receive court differential.

9. If a member of the bargaining unit, Mass Coalition of Police, Local 417, acts in the capacity of Animal Control Officer, the stipend for such position shall be \$10,000. This member shall not receive overtime payment for routine calls while off duty and performing the duties of ACO.
10. (Effective July 1 2014)
Upon achieving a passing score on each of the fitness standards listed below, an officer will receive a onetime annual bonus of \$1000.00.

<u>Males</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50 to retirement</u>	
*Push-up	26	22	17	12	(1 minute)
*Bench Press	75% of Body Weight (1 Repetition)				
Sit-up	32	29	25	21	(1 minute)
1 Mile Run	10 min.	11 min.	12 min.	13 min.	
<u>Females</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50 to retirement</u>	
*Push-up	16	11	10	7	(1 minute)
*Bench Press	75% of Body Weight (1 Repetition)				
Sit-up	28	21	18	14	(1 minute)
1 Mile Run	11 min.	12 min.	13 min.	14 min.	

*Officers will have the choice of bench press or push-ups
Participation in the annual fitness standards testing is voluntary therefore officers will not be compensated for time spent during the testing procedure.

Officers shall submit to fitness testing prior to May 31st

11. Each member will receive an annual accreditation stipend of \$750.00 prorated and paid weekly in each year the Department maintains accreditation.

ARTICLE VIII WORK SCHEDULE

1. A 4-2 work schedule set by the Chief of Police will remain in effect indefinitely. Specialty positions will work as assigned by the Chief. Compensatory days to comply with 4 and 2 schedule to be credited quarterly.

2. The regular hours of work shall be as follows:

1st division – 11:45PM – 8:00AM

2nd division – 7:45AM – 4:00 PM

3rd division – 3:45PM – 12:00 AM

3A. No officer shall be transferred off his/her shift to backfill an injured/sick officer unless it is determined by medical documentation or if it is apparent that the officer's absence will exceed 21 days. . Any officer moved off his/her regularly scheduled shift shall be given a two week notice before being reassigned. This shall not apply to shift changes made laterally between groups.

3. In the event an "impact shift is necessary, the shift will be staffed on a voluntary basis and assigned by seniority for a period not to exceed three (3) months and a list shall be posted fifteen (15) days in advance.
4. Overtime at a rate of time and one-half shall commence for extra duty outside the employee's scheduled tour of duty. Overtime pay at the FLSA level set forth in Section 7k of that Law, shall be calculated and paid in accordance with that federal law when applicable. Compensatory time in lieu of overtime pay shall be 1-½ hours for each overtime hour worked.

Ovr

5. Non-sworn members of the Department shall work a 40 hour week which shall consist of Monday through Friday 8:00AM-4:00PM, or any other schedule agreeable to both the Chief of Police and the Union.
6. Effective July 1, 2003 six (6) swing shifts will be available to patrol officers in the shift bidding process.
7. Effective 7/1/2012, there shall be six (6) additional 2nd and 3rd swing shifts for patrol officers and two (2) additional 2nd and 3rd swing shifts for Sergeants. Since

this contract covers terms and conditions retroactive to July 1, 2011, the Chief of Police in July 2012, will post for re-bidding the swing shifts. During the annual Union meeting in November 2012, the Union members may vote to reduce the number of swing shifts for patrol if it has become burdensome on some members of the Union. If so, then in such event, the Union shall immediately notify the Chief of Police and the Chief of Police will post for regular shift bidding.

ARTICLE IX DETAIL RATES

1. The hourly rate for outside details shall be consistent with the current time and one half rate for Lieutenant.
2. The hourly rate for details, exclusive of those worked for government agencies, between the hours of 7:00PM and 6:00AM Monday through Friday, and 24 hours on Saturdays, Sundays, and holidays as recognized in this contract with the exclusion of Police Memorial Day, shall be an emergency rate of time and ½ of the normal detail rate. The rate for details worked for government agencies shall not be affected by this section, and shall remain consistent with the current time and ½ rate for Lieutenant. For outside details, if any part of the hours actually worked for the outside detail is within the hours of the emergency rate then the entire four-hour block will be paid at the emergency rate.

ARTICLE X SPECIAL ASSIGNMENTS

The Chief shall give consideration to qualifications and seniority in filling vacancies, which may hereafter occur in the position of Safety Officer, Police Photographer, Special Investigator, Narcotics Investigator, or any newly created position in the Department. The Union acknowledges that the assignment of the duties and responsibility of firearms training to one or more employees is the prerogative of the Chief. The Union and the Chief shall meet on a request basis to discuss the issue of special assignments.

ARTICLE XI EXTRA WORK

1. All extra work, including summer jobs, shall be given to Regular Officers first.
2. Any police officer called in (off duty or on vacation) shall be guaranteed a minimum of four (4) hours pay. All such hours worked shall be compensated at the rate of one and one-half times their normal rate of pay.
3. An officer pressed into service while at the station prior to such officer's shift shall be compensated with one (1) hour of pay at time and one half such officer's hourly rate of pay.

4. Any police officer detailed specifically for parade details, polls, or football games will be guaranteed a minimum of four (4) hours pay whether or not he has worked a full week's schedule.
5. Any police officer who is required to remain on duty beyond his regularly scheduled tour of duty shall be paid at the rate of one and one-half time for the following increments:

0-30 minutes	=30 minutes pay at overtime
30-60 minutes	=1 hour pay at overtime
60-120 minutes	=2 hours pay at overtime
2 hours or more	=4 hours pay at overtime

6. All extra work assignments will be made by a superior officer designated by, and responsible to the Chief of Police. All extra work will be distributed as fairly and equitably as possible among all members of the Department.

A schedule of work assigned will be kept up-to-date by the superior officers assigning the work. This schedule shall reflect the assigning of work on a rotating basis and shall be available for inspection by all members of the department.

A four (4) hour minimum shall be paid in case of cancellation of an outside paid detail, by the party requesting the service, unless the employee is given reasonable notice in advance of the cancellation.

7. The Town will require contractors or businesses to notify the Police Department of the need for detail officer twenty-four (24) hours in advance of the detail, and to pay one-half (1/2) of the anticipated cost of the detail in advance.
8. All details which consist of construction, destruction, and repair, exclusive of those worked for Government agencies shall be paid at a four (4) hour minimum detail rate. Any time in excess of the four (4) hour minimum shall be paid in (4) hour blocks. Details worked for Government agencies, or details that do not consist of construction, destruction, or repair, shall be paid at a four (4) hour minimum rate, any time in excess of the four (4) hour minimum shall be paid in two (2) hour blocks.
9. The Town agrees to implement a \$10,000 fund for the prompt payment of police details. Details will be paid on the date of the next weekly payroll.
10. All members who participate in official Swampscott Police Honor Guard events shall receive four hours overtime or compensatory time. The Chief of Police will have discretion as to if overtime or compensatory time is applied.
11. For every five (5) employees scheduled on a specific private detail, a minimum of one of these five officers shall be a supervisor who holds the rank of Sergeant or above.

**ARTICLE XII
PERSONNEL TRAINING AND COMPENSATION**

1. The Town of Swampscott agrees to retain Massachusetts General Laws, Chapter 41, Section 108L-an Act relative to police career incentive programs, and commonly known as the “Quinn Bill”.

Regardless of any changes or amendments to MGL Chapter 41 Sec 108l, or any other Chapter or Section which would affect the police career incentive programs commonly known as, and referred to hereafter as the “Quinn Bill”, the Town of Swampscott shall not reduce its portion of the funding. According to the following schedule, the Town of Swampscott shall also adopt and guarantee the Commonwealth’s portion of the funding, should any change be made, which shall include but not be limited to changes in the Commonwealth’s funding level regarding the “Quinn Bill”.

July 1st 2006 = 100% Town commitment, and 25% of the Commonwealth’s commitment
July 1st 2007 = 100% Town commitment, and 50% of the Commonwealth’s commitment
July 1st 2008 = 100% Town commitment, and 75% of the Commonwealth’s commitment
July 1st 2009 = 100% Town commitment, and 100% of the Commonwealth’s commitment

After July 1st 2009 no member’s benefits shall be changed or restricted, or payments reduced in any way with regards to the “Quinn Bill”. In no event shall this paragraph apply to those Swampscott Police Officers hired on or after August 5, 2008.

Education Incentive for Non-Quinn Bill Eligible Police Officers: For police officers not receiving the Quinn Bill, officers who have earned their respective degrees will receive one of the following education incentives each year thereafter:

- a. Associates/Veteran: \$2,500 annually
- b. Bachelor’s: \$5,500 annually
- c. Master’s: \$6,500 annually

For officers who have already earned their degrees as of July 1, 2017, this benefit will be retroactive to July 1, 2017. Otherwise, an officer will begin earning their appropriate education incentive upon showing appropriate proof of their degree to the Police Chief with the annual incentive prorated for the remaining duration of the first fiscal year in which the proof of degree was submitted.

For non-Quinn Bill eligible officers, the Town will also pay 50% reimbursement for courses taken after being hired subject to the pre-approval of the Police Chief. The Town will commit to presenting a budget in each fiscal year of no less than \$10,000 (subject to appropriation by town meeting) to fund education reimbursements. If the full appropriation is expended, an officer can seek reimbursement in the following fiscal year.

2. All regular officers will attend one week of in-service training in accordance with MGL c. 41, Section 96B, at least once every 24 months. Attendance outside of their normal duty hours only shall be compensated at the rate of one and one half (1 ½) times their normal rate of pay. The Town shall provide firearms training at the rate of two (2) days per year for officers. In-house training shall be conducted by Department Instructors

whenever possible. Duty hours will be identical to the hours of school or training. The Town shall also provide mileage at \$.28 per mile and \$15.00 per day for meals, with a receipt for the meal being required. Effective July 1, 2003 Officers attending the Police Academy shall have the Academy considered as their place of assignment, and will not be eligible for meal and mileage cost reimbursement.

3. Members will be excused from their shift to attend in service training and the training will be considered their place of assignment for that day. This includes 1st, 2nd and 3rd divisions on the day of the training and would apply only to the MPTC four-day training or its equivalent. Officers will choose the week they attend by seniority.

Overtime blocks for short trainings and meetings will be paid a two hour minimum. The following mandated trainings will remain at four hour minimums;

CPR
Firearms
First Responder
Two days of in service training

The two days of in service training will not consist of on-line training and the subject matter will be at the discretion of the Chief of Police. The Chief of Police may require additional training which may or may not include on line training conducted during the Officer's tour of duty. Should any training last more than three days the training will be considered the Officer's tour of duty and they will be excused from their regular scheduled tour of duty for the duration of the training.

4. When updated policies and procedures are available, officers will receive in-house training during their regular shift relative to such policies and procedures.

ARTICLE XIII COURT TIME

1. Any officer who attends court as a witness for the government of a civil summoned appearance, at a time when he/she is not scheduled to work, shall be paid for all time in attendance at court. If court time does not exceed 2 hours, officers will be paid a minimum 3 hours pay at the rate of one and one half (1 ½) times his regular rate of pay. If court time exceeds two (2) hours, officers will receive a minimum of four (4) hours pay at the appropriate rate. If it becomes necessary for said officer to appear while he/she is on vacation, he/she will be compensated at the rate of one and one half (1 ½) time his regular rate of pay for a minimum of four (4) hours, or at his/her option to have another day of vacation in lieu of compensation. Appearances at and court time pay for traffic hearings, however, shall only be allowed at the discretion and with the specific authorization of the Chief.
2. For Court Appearances beyond Lynn, Salem or Peabody officers shall receive the following:

Travel Time shall be paid in addition as follows:

Boston	One (1) hour
Newburyport, Lawrence and Haverhill	Two (2) hours
Other	Actual Time

3. Any employee who is served with a subpoena to appear in court, as a witness in a civil case shall be paid in the same manner as a criminal case, if his involvement resulted from an official assignment from a superior officer.
4. All officers shall be reimbursed for lunch at the rate of seven (\$7.00) dollars per day if his/her court appearance or traveling time continues into or past the regular time for lunch. This shall pertain to Superior, District and Federal Courts (excluding Lynn, Salem and Peabody). Lunchtime shall be 12:30pm. A receipt for the meal will be submitted to The Chief of Police for said reimbursement.
5. If an officer uses his personal vehicle to travel to/from said court appearance he shall be provided mileage at the I.R.S. rate per mile (excluding Lynn, Salem and Peabody).

ARTICLE XIV PRIVATE JOBS

On jobs of construction or destruction impeding the normal flow of traffic or the safety of the public, the services of a police officer shall now be required at the discretion of the Chief. Traffic control shall be done by regular Police Officers whenever possible. Officers will be paid during the lunch break and if no lunch break is taken, the officer(s) will receive an additional one-half (1/2) hour compensation at the appropriate detail rate.

ARTICLE XV NEGOTIATIONS

Contract Negotiations: Leave from duty with full appropriate pay shall be granted to members of the Negotiating Committee scheduled to work the 1st or 2nd division on the dates they attend meetings between the Town and the Union for the purpose of negotiating the terms of an agreement.

ARTICLE XVI VACATIONS

1. The Chief of Police or assigned superior officer shall make the necessary arrangements for summer vacations.
2. Week at a time vacation blocks shall be administered as follows. For the purpose of vacations, Lieutenants and Sergeants are considered superior officers. A total of three (3) patrolmen and two (2) superior officers may be on vacation at one time. At the sole discretion of the Chief of Police, any additional may be on vacation at the same time. Lieutenants and Sergeants must pick among themselves for vacation entitlement. Only one (1) Lieutenant and one (1) Sergeant may be on vacation at any one time department-wide. If a second superior officer position remains vacant as a vacation pick, then it may be requested by either another Lieutenant or another Sergeant.

3. Vacation with pay shall be granted to employees covered by this Agreement in accordance with the following schedule:

1 year but less than 5 years' service	2 weeks
5 years but less than 10 years' service	3 weeks
10 years but less than 15 years' service	4 weeks
15 years but less than 20 years' service	5 weeks

Members hired after March 1, 2018 will receive their fifth week of vacation at 20 years of service.

Employees shall be granted an additional day of leave (longevity day) for each year of service after 20 years with a cap of twenty-seven (27) years.

All members employed at the time of ratification by the Union Membership and the Board of Selectmen will receive a one-time bonus of \$4,500.00 at the end of the first pay period after July 1st, 2018.

Vacation days will be capped at five (5) weeks. Individual vacation days currently earned after 20 years of service will be changed to longevity days. Longevity days will be backfilled, if necessary utilizing the same procedure as when backfilling a position left open as a result of a sick day.

Longevity days cannot be bought back.

4. The above vacation schedule shall be and remain effective during such time as and to the extent that the Union continues to supply bargaining unit personnel to constitute the extra labor force reasonably necessary for implementing action of the vacation schedule. Vacations may be given in one-week increments at the discretion of the Chief of Police. Effective July 1, 2004 vacations granted in one-week increments will be equal to seven (7) tours of duty. If an officer chooses a block vacation that consists of less than seven (7) regularly scheduled tours of duty they will be credited with one (1) vacation day per tour of duty under seven (7). Officers hired after March 1, 2018 will be credited with six (6) vacation days for each vacation week granted per Section three (3) of this article.
5. Two (2) patrolmen and one (1) superior officer per each shift will be granted vacation time in daily increments, with any additional at the discretion of the Chief of Police. Officers will be allowed the option to take vacation in daily increments. A week of vacation taken in daily increments equal leave of seven (7) tours of duty.
6. Employees may carry over unused vacation and longevity days from year to year not to exceed two (2) week's (14 days) leave in the aggregate (total). In the alternative, employees may, by November 15 of each year notify the chief of their intention to buy back up to two (2) weeks of vacation leave. The buyback must be in full weekly increments and each week redeemed will equal the officer's base weekly pay. Payment shall be made by the third pay period in December.
7. Vacation picks will be taken in order of seniority. All Officers who are employees by way of lateral transfer will be credited for up to three years of service immediately for

the purpose of vacation picks. No lateral transfer officer will receive more than three years credit for years of service outside the Town of Swampscott for the purpose of vacation picks.

8. Any employee who leaves employment due to termination shall only be paid for unused vacation equal to the percentage of the year that employee has worked. For example, an employee who is terminated on July 1st and eligible to receive four (4) weeks' vacation shall be paid two (2) weeks' vacation, fifty (50%) percent of the total vacation time such employee is eligible to receive in the calendar year. This policy shall not affect the current system whereby an employee receives on January 1st the full amount of vacation to which the employee will be eligible to receive for the upcoming year.

ARTICLE XVII POSTING OF OVERTIME AND SICK LEAVE

1. An up-to-date typewritten record of all overtime and sick leave accumulation shall be posted in the guardroom at the beginning of each month.
2. Twenty percent (20%) of accumulated sick leave shall be paid for by the Town of Swampscott on retirement or upon the death to the Estate of all employees. Each sick leave day will computed by dividing the regular weekly pay by five (5). The maximum number of days permitted for this buy-back shall be two hundred (200).
3. Employees in the bargaining unit shall accrue sick leave at the rate of fifteen (15) days per year, 6 of which may be used for family illness consistent with the established practice prior to July 1st 2006. Unused sick leave shall accumulate from year to year on an unlimited basis.
4. Any officer who does not use a sick day (family or personal) for thirteen (13) consecutive weeks will receive a payment of three hundred (\$300) dollars. In lieu of a money payment, such officer at such officer's option will be credited with one earned personal day for each thirteen (13) consecutive week period the officer does not use a sick day. Up to four (4) earned personal days can be carried over from year to year. Earned personal days will be backfilled, if necessary, in the same procedure as other personal days, provided to an officer under the Agreement. If prior to December 2012, the Chief of Police determines that the personal day option in lieu of monetary payment shall cease, the Chief shall so notify the Union in writing prior to January 1, 2013, that effective January 1, 2013, an officer will only be entitled to receive a monetary payment as set forth above for each quarter an officer does not use a sick day.
5. Any member who is absent from his or her regularly scheduled shift by reason of sick leave, personal or family, shall not be eligible for extra work such as overtime shifts or detail work for 24 hours from the scheduled start of the shift which was missed, except at the discretion of the Chief of Police.

**ARTICLE XVIII
UNION REPRESENTATIVES**

The Chief of Police shall grant reasonable time off without loss of pay or benefits to two (2) officers or members of the Negotiating Committee or Executive Board for the purpose of contract negotiations, grievance adjustment or arbitration hearings with the Board of Selectmen or their designated representatives. Union Executive Officers will be granted seven (7) days off per contract year to conduct Union business. One officer each day only (not all officers seven (7) days.)

**ARTICLE XIX
AGENCY SERVICE FEE**

1. The Town of Swampscott duly recognizes as the exclusive bargaining agent for the Swampscott Police Department the Massachusetts Coalition of Police Local 417, and as a condition of employment requires an Agency Service Fee thirty (30) days after the appointment of a regular officer.
2. Such Agency Service Fee shall be proportionately commensurate with the cost of collective bargaining and contract administration. Fees shall be collected and forwarded to the Treasurer of Local 417 of the Massachusetts Coalition of Police. (Chapter 463 – Act of 1970, General Laws, Chapter 180, Section 17(G).
3. The Union agrees to indemnify the Town for any damages or costs in complying with this Article.”

**ARTICLE XX
HOLIDAYS**

1. The following shall be recognized as paid holidays for all members covered by this Agreement, except the Clerk, who shall be off duty on these days:

New Year’s Day	Labor Day
Dr. Martin Luther King Day	Columbus Day*
Washington’s Birthday	Veterans Day*
Patriots Day*	Thanksgiving Day
Police Memorial Day (5/15)	Christmas Day
Memorial Day*	Independence Day

*As observed in the Commonwealth of Massachusetts

2. Officers shall be granted four (4) days personal leave each year, and non-sworn members of the unit shall receive four (4) days personal leave each year without loss of pay subject to the following:
 - a. Days are not to be cumulative from year to year and must be used or bought back or they will be lost.

- b. Days may be used for the purpose of extending vacation or holiday after reasonable previous notice on the officer's part.
 - c. Days are to be approved by the Chief of Police after reasonable previous notice on the officer's part.
 - d. Employees may buy back personal days for cash at a day's base pay rate. Notice of such election must be made, however, by May 1 of each year with payment to be made by the third pay period of June.
3. Accumulated holiday pay will be paid the day after Thanksgiving.
 4. Officers shall receive one 'floating holiday' per year, in the form of a day off. Use of this day is with the approval of the Chief of Police, or his Designee, and will not be unreasonably withheld. If use of this holiday is denied at any time, it may be carried over into the next calendar year. At no time may an Officer accrue more than two (2) 'Floating Holidays'.

ARTICLE XXI INSURANCE

1. The Town of Swampscott currently offers health insurance plans on an individual coverage or family coverage basis through employee payroll deduction. The Town agrees to pay its percentage according to the current PEC agreement, details of which are covered in a supplementary booklet.
2. The Town agrees to establish a plan, acceptable to the IRS, under which employee contributions to medical insurance premiums shall be tax exempt.
3. The Town agrees to provide life insurance at the current 60/40 split in the amount of \$5,000.00 to each member of the bargaining unit.

ARTICLE XXII EQUIPMENT

1. Effective July 1, 2011, each officer shall receive a clothing allowance of \$745.00. Effective July 1, 2012, each officer shall receive a clothing allowance of \$795. Effective July 1, 2013, each officer shall receive a clothing allowance of \$845. Said allowances shall be in the form of a credit at an approved vendor(s). An officer may also submit receipts for reimbursement for clothing purchased. A first year officer shall receive an additional \$200.00 and a second year officer shall receive an additional \$100.00 over the stated allowance. A motorcycle officer shall receive an additional allowance of \$300.00 per year for clothing allowance.
2. Any other request for equipment or clothing, above the amounts set forth in paragraph 1 above, must be upon authorization of the Chief.
3. All members shall be supplied, upon request, with bulletproof vests.
4. Effective July 1, 1994, new hires shall receive the full amount of the applicable annual clothing allowance in order to obtain all of the necessary clothing and equipment needed for employment. On the first July 1, after hire, they shall receive a pro-rated allowance

based upon the number of months worked prior to July 1 divided by twelve (12). On the second July 1, after hire, the employee shall receive the full contractual annual amount.

ARTICLE XXIII BEREAVEMENT LEAVE

In the case of the death of an employee's father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, wife, husband, child, grandparent, or grandchild, the employee shall be granted a leave of absence not to exceed four (4) days, without loss of pay. In the event of the death of a relative not enumerated in the preceding sentence, an employee may, in the discretion of his or her Department Head, be granted a sufficient leave of absence to attend the funeral service of the relative.

ARTICLE XXIV HEALTH AND SAFETY

The Town will provide and maintain safe working conditions for all employees. Employees shall be informed of any hazardous or toxic materials in the workplace pursuant to the right to know statutes.

ARTICLE XXV SENIORITY

1. Seniority shall be considered as the length of an employee's continuous service within the Police Department of the Town of Swampscott. Continuous service means the most recent period of unbroken service with no breaks in service, except as otherwise defined under Civil Service regulations.
2. In the event of reduction in force, layoffs and recalls shall be pursuant to applicable Civil Service Laws and Regulations.
3. New employees who are hired as reserves at the same time shall have their seniority determined by their Civil Service Score. If two or more candidates have the same Civil Service score, then the class rank at the time of their graduation from the Police Academy shall determine their seniority

ARTICLE XXVI NON-DISCRIMINATION

The Town of Swampscott, recognizing the right of an individual to work and to advance on the basis of merit, ability and potential without regard to race, sex, color, handicap, religion, national origin, national ancestry, marital status, sexual preference, political affiliation or age, resolves to take Affirmative Action measures to ensure equal opportunity in the areas of hiring, promotion, demotion or transfer, recruitment, layoff or termination, rate of compensation, in-service or apprenticeship training programs, and all terms and conditions of employment.

**ARTICLE XXVII
SENIORITY SHIFT BIDDING**

1. During the month of December each year patrolmen, Sergeants, and Lieutenants shall select their shift assignments on the basis of seniority.
2. The selection process shall be completed each year no later than December 31, and the shift assignments shall become effective on the following February 1.
3. Employees' shift selections shall be subject to the approval of the Chief of Police, and his approval shall not be unreasonable withheld.
4. Special assignments under Article X (including, without limitation, EMT Coordinator, Firearms Training Instructor, Traffic Officer, IBM Computer Coordinator, and Prosecutor) shall not be subject to the provision of this Seniority Shift Bidding Article, but shall remain the prerogative of the Chief of Police. Nothing contained in this Article shall be interpreted as a limitation on the Town's right of assignment and/or transfer.
5. All Officers who are employees by way of lateral transfer will be credited for up to three years of service immediately for the purposes of shift bidding. No lateral transfer officer will receive more than three years credit for years of service outside the Town of Swampscott for the purposes of shift bidding.

**ARTICLE XXVIII
MEDICAL DOCUMENTATION OF SICK AND INJURY LEAVE**

1. When an employee is absent by reason of a claim of illness or injury under MGL c 41, Section 111F, he/she may be required by the Board of Selectmen, or their designee, to submit a doctor's certificate, from a doctor of the employee's choosing, verifying such illness or injury before the employee shall be entitled to injury leave. The cost of obtaining such doctor's certificate shall be borne by the Town.
2. Upon return to duty following extended sick leave in excess of five (5) consecutive working days, the Appointing Authority may require a physical examination to determine the person's fitness for duty. The fees for this examination shall be borne by the Town. At such examination the person, if he/she so desires, may be represented by a physician of his/her own selection.
3. The Board of Selectmen, or their designee, may require an employee on injury leave under MGL c. 41, Section 111F, to be examined by a doctor of the Town's choosing to determine if the employee's incapacity continues. Such examination shall be at the Town's expense. (This requirement shall not apply to employees on injury leave prior to July 1, 1990.)
4. When an employee is absent by reason of a claim of illness or injury under MGL c. 41, Section 111F, he/she will be entitled to buy back up to two (2) weeks' vacation and carry over two (2) weeks' vacation into the following year.

5. When an officer is out on injury/111f leave for more than sixty (60) consecutive calendar days, the officer will stop accruing additional vacation time for the remainder of said leave

Light Duty

Section 1: Purpose

Light duty is intended to allow the Chief of Police to assign an incapacitated police officer who is on leave pursuant to Massachusetts General Law, Chapter 41, Section 111F as well as an incapacitated officer who is on leave due to a non-work related illness or injury, should the officer wish to participate, and is capable of contributing to the work of the department, to perform duties and responsibilities of their position consistent with the limitations or their injury and/or illness.

Section 2: Return to Light Duty

A police officer assigned to Light Duty shall retain the benefits of his/her position prior to his/her injury or illness and shall continue to accrue vacation time consistent with Article XVI section 3 this Agreement. The sick time policy for officers assigned to Light Duty shall be the same as officers that are not on Light Duty.

A police officer's return to Light Duty under this article shall not impair any right to injured leave status if from time to time his/her work related incapacity prevents the performance of Light Duty. Similarly, any police officer who sustains a work related injury or re-aggravation of a work related injury while performing Light Duty, will be eligible for injured leave in accordance with Massachusetts Law Chapter 41, Section 111F.

In the event a police officer finds that the Light Duty assignment has actually aggravated or interfered with the healing of his/her injury he/she may present medical evidence to the effect to the Chief of Police. The Chief may suspend the Light Duty assignment until the officer's medical condition is further evaluated.

Section 3: Determining Eligibility for Light Duty

Based upon supporting medical documentation, a police officer may request or the Chief of Police may require a Light Duty assignment. In the case that an officer is injured or sick off duty, he/she shall have the choice of using all other available options before accepting light duty. Should the officer request light duty the Chief will make the final decision as to whether he/she will be assigned to light duty. In determining whether a police officer is medically fit to perform Light Duty and the related hours and times thereto, the Chief will consider the recommendation of the officer's personal physician. The Chief may also require the officer to submit to a medical examination and will consider the resulting recommendation. Physicians utilized by the Town shall have expertise, experience and/or practice in the medical area diagnosed and/or the recommended treatment. If the Chief determines that a medical examination by a Town designated physician is required, the Town shall bear the cost associated with the examination. The Town's designated physician shall consult with the officer's physician to seek agreement as to the officer's capacity for Light Duty.

Consideration shall be given to the effects of prescription medication being taken by the police officer.

If disagreement exists between the employee's physician and the physician utilized by the Town, a third physician will be chosen from a list of Board Certified Physicians in the related field. The third impartial physician shall, at the Town's expense, make a determination of the officer's capacity for Light Duty after examining the officer, reviewing the relevant medical records and the list of regular job duties. The determination shall be provided in writing to the Town, the Union and the officer and will be binding to the parties.

Pending the receipt of the written medical opinion of the third impartial physician, the Town shall not require the officer to return to Light Duty and will continue to fully compensate him/her on either paid injury or sick leave, depending on whether the illness, injury or disability was sustained on duty.

Section 4: Scope of Duties

The Chief of Police shall assign an officer on Light Duty only to those duties and responsibilities as defined in the job description(s) for their respective title or rank, consistent with the duties, tasks and responsibilities customary to their position within the police department as a matter of practice. The assignment and performance of said duties and responsibilities shall be consistent with the opinion of the physician(s) rendered in accordance with section 3 of this article and relied upon by the Chief in assigning Light Duty.

For the purpose of this agreement Light Duty assignment shall include but not be limited to assignment as Desk Officer. No more than one officer on Light Duty shall be assigned as Desk Officer on a given shift. An officer assigned to Light Duty as the Desk Officer shall not have contact with detainees in custody nor shall they be required to physically intervene in any incident and/or event requiring police intervention, consistent with the limitations of their injury and/or illness.

Section 5: Duration and Hours of Light Duty Assignments

Assignment to Light Duty shall not exceed twenty six (26) consecutive weeks without reevaluating the medical condition of the police officer, except when a greater period of time is provided for in the opinion of the physician(s) rendered in accordance with Section 3 of this article. In no event shall light duty extend beyond the point of disability.

The department shall be required to maintain accurate records of hours assigned to light duty and upon request, in writing, will make said information available to the employee within a reasonable amount of time following the request.

An officer on Light Duty shall be eligible to work shift overtime provided that a Desk Officer assignment is available on the shift on which the vacancy has occurred. An officer on Light Duty assignment shall not be eligible to work private details.

Nothing in this agreement shall prevent the Town from denying a reasonable accommodation for an injured or ill employee where the Town determines that said accommodation creates an undue burden for the Town.

**ARTICLE XXIX
TECHNOLOGICAL CHANGES**

1. The parties agree to meet in a joint committee to discuss, plan and propose technological changes affecting the operation of the department and/or the health and welfare, including job security, of bargaining unit members.
2. The Town is committed to implementing any such changes only after adequate notification of same to the unit and only after adequate training and safe operation are assured. Specific problem areas shall be addressed as they may occur from time to time.

**ARTICLE XXX
PREGNANCY**

1. Should a unit member become pregnant, she shall notify the Police Chief as soon as the condition is medically confirmed.
2. The Chief shall meet with the member to determine which duties, if any shall be deleted from the officer's normal daily routine.
3. Should the Chief at any time determine that the officer constitutes a safety hazard to herself, her fellow employees, the Department and/or the public, the Chief has the right to place the police officer on maternity leave.
4. Any disputes regarding fitness for duty either pro or con, by either party, will be referred to the employee's obstetrician for a definitive decision. The Town may require the employee to execute an appropriate waiver of liability in favor of the Town should the employee insist on working against the Chief's mandate.

**ARTICLE XXXI
FAMILY LEAVE**

1. There shall be available to bargaining unit employees unpaid family leave ("Family Leave") in order for employees to attend to family members who are ill, recovering from childbirth, making arrangements for extended nursing home care or long term convalescent and the like. Employees requesting such leave should do so as far in advance as possible to allow the Chief of Police to make scheduling and covering arrangements. Family Leave shall not exceed twelve (12) weeks in any consecutive twelve (12) month period. Family Leave as set forth in this Article XXXI shall run concurrently with and not cumulative to leave pursuant to the Family Medical Leave Act ("FMLA"). Therefore, in no event shall an employee be entitled to more than twelve (12) weeks leave in a consecutive twelve (12) month period under Family Leave and the FMLA.
2. If any employee has accrued any paid leave to such employee's credit, other than sick leave, the employee shall first utilize such paid leave for Family Leave taken. After the employee has exhausted all paid leave, other than sick leave, the employee may use any unused sick leave days. In cases where the Family Leave

is for the illness of the employee, accrued sick leave may be used prior to the use of other paid leave. In cases where Family Leave will be used for the maternity leave of a female employee, accrued sick leave may be used prior to the use of other paid leave.

3. Employees on extended family leave may pay the entire amount of the monthly health insurance premium in order to keep such coverage in effect.
4. Employees shall be granted non-paid leave for certain obligations pursuant to MGL Chapter 149, Section 52D, as amended. Every effort will be made to coordinate the use of such leave with the Chief of Police or the Chief's designee on a timely basis.

ARTICLE XXXII COMPLAINT PROCEDURE

Local #417 hereby acknowledges that the Town has fulfilled its bargaining obligations pursuant to MGL c.150E, et seq., in relation to the implementation of a complaint procedure for use by members of the public. Said complaint procedure is contained in the document entitled Internal Affairs and attached hereto as Exhibit A.

ARTICLE XXXIII ADVANCED MEDICAL CARE

1. Effective July 1, 2015, the Town may require that all members be trained in the use of, and shall be required to be qualified in, any medical techniques, applications and procedures, apparatus and/or protocols deemed appropriate by the state under 105 CMR 171.000: Massachusetts First Responder Training. Training regarding advanced medical care will be provided by the town, in accordance with Article XII Personnel training and compensation. This section will include, but not be limited to, the implementation of the prescription drug Epinephrine auto-injector devices and naloxone or other opioid antagonist. The Union agrees that any future "tools" deemed to be appropriate for first responders use will be included in this section and may be implemented without further bargaining. Except as set forth in this paragraph, the remaining provisions of the side letter, dated May 13, 2015 regarding "Advanced Medical Care", shall be null and void.
2. All Members who are first responders will receive a \$1,000 stipend annually.
3. Members shall be required to recertify and hold currently valid credentials as appropriate. Notwithstanding this language, no adverse action will be taken against any employee on the payroll as of July 1, 1995 who does not have or maintain the defibrillation certification.

**ARTICLE XXXIV
PRINTING OF CONTRACTS**

The employer shall provide sufficient copies of this contract for distribution to all union members.

**ARTICLE XXXV
PERSONNEL RECORDS**

The Town shall follow MGL Chapter 149, Section 52C (as amended) in honoring requests pursuant to this section. In the event that a grievance or contractual issue arises, all grievance related time restrictions would stop until the employee has adequate time to prepare and review his/her personnel record.

**ARTICLE XXXVI
SICK BANK**

1. Purpose.

There shall be a sick leave bank for the purpose of making additional paid sick time available to deserving employees who have suffered serious illness or injury and have depleted their regular paid leave, including, but not limited to, sick, vacation, and personal leave.

2. Contribution.

- a. Initial Contribution. Employees who have completed their probation period as of the effective date of this agreement shall have five sick days deducted from their accumulated sick leave and credited to the bank. Employees who have completed their probation period as of the effective date of this agreement but do not have five days of sick leave accumulated at the effective date of this agreement shall have the five days deducted and credited to the bank as soon as those days are accrued to their accounts.
- b. Annual Contribution. On July 1 of each year following the commencement of this agreement there shall be one day deducted and credited to the bank for every employee who has completed the probationary period until that employee has contributed ten sick days (including any initial five day contribution) to the bank. Employees who complete their probationary periods after the effective date of this agreement shall not have an initial five day deduction for the bank but shall only have the annual one day contributions.
- c. Additional Contributions. The Town and the Union may agree upon additional contributions to the bank if circumstances require them.

3. Administration.

- a. Committee. The bank shall be administered by a Sick Leave Bank Committee consisting of two members appointed by the Union, and one member appointed

by the Town Administrator or his designee. Employees may apply to the Committee for a grant of sick time from the bank, documenting their illness or injury, its likely duration, and the depletion of their available paid leave. The Committee shall require the applicant to produce adequate medical evidence of the illness or injury. It shall review the applicant's record of sick leave usage and any other information it deems relevant to the grant of sick leave. The committee shall act by majority vote and shall keep records of its vote.

- b. Chief. The Police Chief will keep records of contributions to the bank and use of sick leave from the bank as well as of regular sick leave usage. The Chief will post these records for the Committee and the Union.
 - c. Limits on Usage. The Committee may grant sick leave in any amount up to 30 day increments. The Committee may make subsequent grants in increments not to exceed 30 days provided that the total grant for any applicant may not exceed a total of 90 sick days.
4. Repayment.

Employees who have used sick leave from the bank shall have the obligation to replace that sick leave. For employees who return to work, the replacement shall be at the rate of five days per year on January first of each year. For employees who do not return to work or for those whose employment terminates prior to repaying the used sick leave, the sick leave will be deducted from the employee's accrued leave upon termination of employment and before the employee may buy back any sick leave.

5. Interpretation and Enforcement.

This agreement shall become part of the collective bargaining agreement between the Town and the Union for all purposes including grievance and arbitration, except that the decisions of the Committee to grant or deny sick leave shall not be grievable or arbitrable.

ARTICLE XXXVII DRUG POLICY

The Town and the Union recognize that the position of Police Officer is a safety sensitive position, and that the Swampscott Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Police personnel impaired by drugs or alcohol create an unreasonable danger to their fellow employees, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members.

The Town and the Union agree to implement a Drug Policy, the details of which are covered in the Department's Policies and Procedures.

**ARTICLE XXXVIII
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2018 to and including June 30, 2021 and shall continue from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. 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 the Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2021 or June 30 of any subsequent year, advising that such party desires to revise or change the terms or conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

Executed at Swampscott, this _____ day of _____ 2019.

MASS COALITION OF POLICE
LOCAL 417

TOWN OF SWAMPSCOTT
BOARD OF SELECTMEN

By: _____
President

By: _____
Peter Spellios, Chair

By: _____
Vice President

By: _____
Polly Titcomb

By: _____
Secretary

By: _____
Donald Hause

By: _____
Treasurer

By: _____
Naomi Dreeben

By: _____
Officer

By: _____
Laura Spathanas