AGREEMENT

between

TOWN OF NANTUCKET, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS= DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES= LOCAL UNION 1249

of the

LABORERS= INTERNATIONAL UNION OF NORTH AMERICA

Covering the Deputy Chief of Police

JULY 1, 2011 - JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 2
ARTICLE 2 - RECOGNITION 2
ARTICLE 3 - EMPLOYEE DEFINITIONS 2
ARTICLE 4 MANAGEMENT RIGHTS 2
ARTICLE 5 - UNION SECURITY AND CHECKOFF 3
ARTICLE 6 - UNION BUSINESS 4
ARTICLE 7 - DISCRIMINATION 4
ARTICLE 8 -SEVERABILITY 5
ARTICLE 9 -NO STRIKE OR LOCKOUT 5
ARTICLE 10 -GRIEVANCE AND ARBITRATION PROCEDURES 5
ARTICLE 11 -STABILITY OF AGREEMENT 7
ARTICLE 12 -SENIORITY AND PROMOTION 7
ARTICLE 13 -LAYOFFS AND RECALL 9
ARTICLE 14 -WAGES 9
ARTICLE 15 -HOURS OF WORK AND OVERTIME 10
ARTICLE 16 - HOLIDAYS 11
ARTICLE 17 -VACATION LEAVE 11
ARTICLE 18 -SICK LEAVE 12
ARTICLE 19 -BEREAVEMENT LEAVE 14
ARTICLE 20 -MILITARY, JURY DUTY AND LEAVE OF ABSENCE 14
ARTICLE 21- FAMILY AND MEDICAL LEAVE ACT/MATERNITY OR PATERNITY LEAVE 15
ARTICLE 22 -PERSONAL LEAVE 15
ARTICLE 23 -PERSONNEL FILES 15
ARTICLE 24 -UNIFORMS 15
ARTICLE 25 - INSURANCE 16
ARTICLE 26 -DISCIPLINE 16
ARTICLE 27 -TUITION REIMBURSEMENT 17
ARTICLE 28 -TENURE 18
ARTICLE 29-SUCCESSORS 18
ARTICLE 30 -SPECIAL THIRD-PARTY DETAILS 18
ARTICLE 31 - DURATION OF AGREEMENT 19
ARTICLE 32 - EXECUTION 19

AGREEMENT

AGREEMENT is entered into by and between the Town of Nantucket, Massachusetts, acting though its Board of Selectmen respectively (hereinafter referred to alternately as the "Employer" or "Town") and the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Union")

ARTICLE 1 - PREAMBLE

The intent and purpose of this Agreement is to set forth wages, hours, and other terms and conditions of employment for Employees in the bargaining unit represented by the Union and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted services to the citizens of the Town of Nantucket.

ARTICLE 2 - RECOGNITION

2.1 The Town recognizes the Union as the exclusive representative for the position of Deputy Chief of Police, excluding all temporary and casual employees and all other employees of the Town.

ARTICLE 3 - EMPLOYEE DEFINITIONS

3.1

The duties and responsibilities associated with the position of Deputy Chief of Police are set forth in Exhibit A, attached hereto. The term "Employee", "Officer", "Police Officer" or any similar term through ordinary usage shall be construed to mean the Deputy Chief of Police.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 By virtue of this working Agreement, the Town has not surrendered any of its managerial rights to determine and prescribe the methods and means by which its operation of the Town shall be conducted. It may establish departmental rules and procedures, schedule the work in a manner to achieve efficiency and consideration to the taxpayers' expense: and, subject to the restrictions of this Agreement, discharge and discipline for cause; determine work schedules; and establish methods and processes by which work is to be performed, providing such action is not in direct conflict with the provisions of this Agreement.

4.2 The foregoing enumeration of certain rights under this Article shall not limit the managerial rights of the Town or any rights not enumerated herein, providing such rights are not in direct conflict with the provisions of this Agreement.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

5.1 Payroll Deduction of Agency Service Fee: Pursuant to General Law Chapter 150E, Sec. 12 it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee shall, as provided below, be deducted each pay period and shall be equal in amount to the sum set from time to time by the Union as their regular dues.

5.2 If an Employee submits to the Town Treasurer a uniform authorization for requesting that monthly dues be deducted from his/her first pay check each month, the Town Treasurer will on the next month begin to deduct Union dues from said Employee's payroll check. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

5.3 All authorizations by an Employee must be in uniform form, supplied by the Union and signed by the Employee from whose wages such Union dues will be deducted. Such authorization shall remain in effect until revoked by the Employee, and shall be irrevocable for a period of one year from the date the authorization is signed, or until the termination of this collective bargaining Agreement, whichever occurs sooner. Revocation must be by written notice given by the Employee to the Town Treasurer, with a copy to the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of such time. If no such notice is given by the Employee, the Employee further agrees that the authorization and assignment first submitted shall be automatically renewed and be irrevocable for successive periods of one year thereafter, or until the termination of the Agreement, whichever occurs sooner.

5.4 The Union shall keep the Town Treasurer updated as to the name of its authorized representative and the address to which the Union dues collections shall be sent. Such notification must be in writing and duly signed by the authorized Union representative.

5.5 No dues shall be deducted from any Employee who is on authorized leave if said Employee is not on the payroll during the week in which the deduction is to be made, or when the dues exceed the pay check.

5.6 The Employer assumes no responsibility for the consequences of any employee's failure to authorize dues deductions; the only responsibility of the Town will be to see that the deduction is made in accordance with the authorized uniform check off request, duly signed by the Employee and the mailing of such deducted moneys to the designated Union representative. Neither the Town, nor any of its officers, agents or Employees shall

in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

5.7 The Town shall not remove any Employee from employment because of failure to pay Union dues or agency service fees.

5.8 The Union agrees to and will indemnify, defend, hold and save the Town blameless against any and all claims, demands, suits, or other form of liability, including attorneys fees, instituted against the Town or its personnel on account of payroll deductions under this Article.

ARTICLE 6 - UNION BUSINESS

6.1 The members of the bargaining unit in the employ of the Town may select from the Employees covered by this Agreement, one (1) Steward. The Union shall provide the Town with a written designation of the stewards. The activities of the stewards shall not interfere with their work for the Town and they shall obtain permission of the Chief of Police to leave on Union business. Joint Labor-Management meetings called at a time agreed by both parties will not result in a loss of pay on the part of the Employees requested to attend the meeting.

6.2 The Town shall provide a reasonable amount of space on its bulletin boards for the posting of Union bulletins, but use of such bulletin boards shall be restricted to the following purposes: (a) Notice of recreational and social activities; (b) Notice of elections and results: (c) Notice of appointments of Union representatives; and (d) Notice of meetings.

6.3 One (1) Union Delegates shall be allowed to attend LIUNA convention once every five (5) years without loss of pay, for a maximum of 5 days.

ARTICLE 7 - DISCRIMINATION

7.1 In the administration of this Agreement, neither the Town nor the Union shall discriminate against any Employee because of Employee's race, color, sex, religion, national origin, sexual orientation, age, political or union membership, or against qualified individuals with a disability.

7.2 Interpretation This Article shall be interpreted in accordance with applicable federal and state law.

7.3 Reasonable Accommodation

In the administration of this Agreement, the Town and the Union will provide reasonable accommodations to qualified employees with a disability and to Employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the Town in accordance with its interpretations of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

7.4 Waiver of Contractual Rights If an Employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance, the grievance will be considered to have been withdrawn.

ARTICLE 8 -SEVERABILITY

If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 9 -NO STRIKE OR LOCKOUT

9.1 There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct assist, or participate in any strike.

9.2 No Employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding or services.

9.3 Should any Employee or group of Employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such Employee or group of Employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

ARTICLE 10 -GRIEVANCE AND ARBITRATION PROCEDURES

10.1 Only matters involving the meaning of the written provisions of this Agreement shall be the subject of a grievance under this Article.

10.2 Grievances shall be processed as follows:

Step 1: The grievant shall file the grievance in writing with the Employee's Department Head within ten (10) working days after the action which serves as the basis for the grievance.

The Department Head will investigate the complaint to determine its validity and shall respond in writing within ten (10) working days. A failure to respond in writing within ten (10) working days shall be deemed an unsatisfactory answer.

Step 2: If the grievance remains unsettled, it should be submitted along with the Department Heads response and any pertinent documents to the Town and County Manager or his designee within ten (10) working days.

The Town and County Manager or his designed will issue a written decision determining the validity of the complaint within fourteen (14) working days after its receipt and may take such action as he/she thinks appropriate, including, if necessary, developing a plan to remedy the problems complained of.

Step 3: If the grievance remains unsettled, a response and all pertinent documents attached with a letter should be submitted to the Board of Selectman within ten (10) working days of the response of the Town and County Manager or his designee.

The Board of Selectman will issue a written decision determining the validity of the grievance within fourteen (14) days after its receipt and may take such action as it thinks appropriate, including if necessary, developing a plan to remedy the problem(s) grieved.

A failure to respond in writing shall be deemed to be an unsatisfactory answer, and the Union may proceed to arbitration in accordance with Arbitration pursuant to 10.5 of this Agreement.

10.3 The time limits herein provided shall be strictly adhered to, provided that the parties may in writing agree to an extension thereof at any Step. If a grievance is not taken to the next Step of the grievance procedure following an unsatisfactory answer in the previous Step, or if a grievance is not submitted within the time limits provided at each Step, it shall be deemed to have been resolved on the basis of the answer last given.

10.4 <u>Arbitration</u>

10.4.1 Should a grievance not be resolved in the grievance procedure, the Union may

submit the grievance for arbitration no later than 30 calendar days following the Town's response or failure to respond in the last Step of the grievance procedure. Only the Union and the Town may submit grievances to arbitration. In the case of a Town grievance, it shall be initiated at Step 3 of the grievance procedure. The Arbitrator shall have no jurisdiction to hear or decide any grievance not submitted within the time limits herein provided.

10.4.2 The submission to Arbitration by either party shall also include written notice to the other and shall have attached thereto the written grievance.

10.4.3 If the party's representatives cannot mutually agree on an Arbitrator within ten (10) working days after the notice to arbitrate, the grieving party may request a panel of arbitrators from the American Arbitration Association, from which the Arbitrator will be selected under the selection procedures then in force at the Association.

10.4.4 Each side shall bear its own expenses of arbitration except that the fees and expenses of the Arbitrator shall be borne equally.

10.4.5 The Arbitrator shall have no power to add to, or subtract from, or alter or amend any provision of this Agreement.

10.4.6 Issues subject to any other statutory right of appeal shall not be the subject of grievances or arbitration under this Agreement.

ARTICLE 11 -STABILITY OF AGREEMENT

11.1 No Agreement, understanding, alteration or variation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

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

ARTICLE 12 -SENIORITY AND PROMOTION

12.1 Definition

Except as otherwise provided, seniority shall be defined as length of continuous service

with the Town as a police officer of any rank.

12.2 Accumulation

Seniority shall accumulate during absence because of illness, vacation or other authorized leave or layoff for a period of twelve (12) months.

12.3 Break in Seniority

Seniority shall be broken when an Employee:

(a) terminates voluntarily
(b) is discharged
(c) exceeds an authorized leave of absence
(d) is laid off for a period in excess of twelve (12) months
(e) is absent for a period exceeding twelve (12) consecutive months due to a physical and/or mental disability which creates an inability to perform all of the duties required for the position.

12.4 Posting Seniority List

A Seniority List of all Employees covered by this Agreement, showing name, position and date of entering service, will be posted promptly on appropriate bulletin boards accessible to all Employees affected. The roster will be revised and posted in January of each year and will be open to protest and correction for a period of thirty (30) days, and upon proof of error presented by an Employee or his/her representative, such error will be corrected.

12.5 Promotional Vacancies

The Town shall determine whether a promotional vacancy exists and is to be filled. Promotional selections shall be subject to the grievance and arbitration procedure. All members of the Bargaining Unit shall be given the opportunity to bid on vacant positions. In all applications of seniority under this Agreement, the ability of the Employees shall mean the qualifications and ability of an Employee to perform the required work. Where qualifications and ability are equal, seniority shall be the determining factor.

12.6 Probationary Period

Individuals who are promoted shall serve a thirty day probationary period in the new title. Any promoted individual removed from the promoted position within the thirty day probationary period shall be returned to his or her previous title.

ARTICLE 13 -LAYOFFS AND RECALL

13.1 The Town in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary in a particular classification, Employees will be laid off in the following order:

a.) Temporary Employees
b.) Part-time Employees
c.) Probationary period Employees
d.) In the event of further reductions in force, Employees will be laid off from the affected classifications of lesser rank in accordance with their ability to perform the remaining work available without further training. When two or more Employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the Employee(s) with the least seniority will be laid off first.

13.2 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

13.3 Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the Employee by certified or registered mail with a copy to the Union provided that the Employee must notify the Town of his/her intention to return within three (3) days after receiving notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Town with his/her latest mailing address.

ARTICLE 14 -WAGES

14.1 Wages paid to Employees in the classification covered by this Agreement shall be calculated using a fixed percentage multiplied by the top step Regular Full-Time Police Officer annual base pay as determined by their collective bargaining Agreement as follows:

Deputy Chief of Police: 182%

14.2 Longevity Pay

Employees shall be paid, in addition to his/her compensation, longevity pay which shall

be calculated using a fixed percentage multiplied by the annual base pay as follows:

LENGTH OF SERVICE	AMOUNT
Five (5) years of service but less than ten (10) years of service	2% of base wages
Ten (10) years of service but less than fifteen (15) years of service	3% of base wages
Fifteen (15) years of service but less than twenty(20) years of service	4% of base wages
Twenty (20) years of service	5% of base wages

14.2.1 Longevity will be paid in December of each year.

14.3 There will be no pro-rating of longevity compensation in the year in which an Employee first becomes eligible for such compensation, or in those years in which an Employee becomes eligible for additional compensation, and there will be no pro-rating longevity compensation upon retirement. In the event of an Employee's death, payment of longevity compensation due shall be made to his/her beneficiary designated in writing, on file with the Retirement Board or, in the absence thereof, to his/her estate. In the event of termination of employment by retirement or death the amount of longevity compensation due will be paid at the time of retirement or death.

14.4 Higher Classification Pay

An employee required by his/her supervisor to perform the duties of a higher classification shall be paid the higher rate. To qualify for said assignment the employee must assume and perform all duties of the higher classified position, after five (5) continuous days, not to include vacation.

14.5 Payroll

The Town may institute a bi-weekly (aka: fortnightly) payroll.

ARTICLE 15 -HOURS OF WORK AND OVERTIME

15.1 The normal workweek shall be Monday through Sunday. Employees covered under this Agreement shall work a five (5) day on and two (2) day off schedule and are subject to twenty-four (24) hour call-back for emergencies are other major incidents. Any such call back beyond the normal workday shall not entitle the employee to overtime or other

compensation except as provided in Article 16, 16.4.

ARTICLE 16 - HOLIDAYS

16.1 Employees shall receive one day at straight time pay for the following legal holidays:

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

Either day after Thanksgiving or day before/after Christmas subject to approval by Chief

16.2 These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. Days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as President's Day, Memorial Day, Columbus Day, and Veteran's Day, shall be likewise observed. Holidays falling on Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated the proceeding Friday.

16.3 To be eligible for holiday pay, any Employee shall have worked on the workday proceeding the holiday and have worked on the following workday, unless on authorized leave.

16.4 Employees who work on a holiday shall receive pay calculated at time and one-half, in addition to holiday pay.

16.5 If a holiday occurs during vacation leave, an alternate day may be taken.

16.6 If the state approves any additional State holidays, which is then recognized by the Town for other Town Employees, said holiday(s) shall be incorporated into this Agreement as if written. If the State or Federal Government eliminates any holiday enumerated herein, no change in this Agreement shall be made unless agreed to by both the Union and the Town.

ARTICLE 17 -VACATION LEAVE

17.1 Vacation shall be as follows:

Vacation leave earned shall be computed from the date of employment with the Town.

However, an Employee shall not be entitled to vacation leave until the completion of the first six months of service.

17.2 Employees shall be entitled to vacation each year on the following basis:

Length of Service	Vacation Allowance
After 1 year, but less than 5 years	14 work days annually at . .992 hours per month
After 5 years, but less than 10 years	21 work days annually at 14.88 hours per month
After 10 years, but less than 15 years	25 work days annually at 17.71 hours per month
After 15 years,	28 work days annually at 19.83 hours per month

17.3 Vacations shall be granted by the Chief of Police at such time as in his/her opinion will cause the least interference with the performance of his/her regular work of the Department. Vacations shall be taken in the year earned, except that any employee may carry over from fiscal year to fiscal year, the total of any already accrued vacation days up to the maximum number of days that they are annually eligible to receive.

17.4 So far as practical, first choice of vacation dates shall be on the basis of length of employment with the Town.

17.5 When an Employee leaves the employ of the Town, he/she shall be paid for all unused vacation accrued to the last day worked. In the event of the death of an Employee, any accumulated vacation pay shall be paid to his/her estate.

17.6 In unusual situations, absences due to personal reasons, or illness in excess of the amount authorized by the sick leave plan, may be charged to vacation leave.

ARTICLE 18 -SICK LEAVE

18.1 Employees shall accumulate sick leave entitlement at the rate of one and one-quarter days for each month worked.

18.2 In the event the earned sick leave is not used in any particular year, the unused portion shall be allowed to accumulate. to a maximum of one hundred fifty (150) days. Only regular working days of the Employee shall be counted in computing sick leave.

18.3 Sick leave shall be paid on the basis of the Employee's regular straight time hourly rate of pay at the time sick leave is taken.

18.4 Employees entitled to sick leave who leave work due to illness after the start of their shift shall be compensated for time not worked on that shift out of their accrued sick leave, if any, and their sick leave entitlement shall be reduced accordingly.

18.5 If required by the Town, a physician's certificate of illness shall be submitted by the Employee after three (3) days of absence before leave will be granted under the provisions of this section. Further, it is mandatory that a physician's certificate of illness be provided by the Employee on the thirtieth (30th) day of a continuous sickness or disabling injury.

18.6 The Town will have the right to require a medical examination of an Employee who reports inability to report for duty because of illness or injury. This examination shall be at the expense of the Town by a physician appointed by the Town.

18.7 Sick leave shall be payable only in case of bona fide illness, illness in the immediate family, or non-work connected accident. Sick leave may be used for off island travel for Medical Reasons including doctors appointments, x-ray and lab work.

18.8 An Employee may receive an additional sick leave of up to sixty (60) days per fiscal year for catastrophic illness, subject to approval by the Town. The grant or denial of such catastrophic illness leave shall be at the sole discretion of the Town and not subject to grievance or arbitration provisions of this Agreement. All sick leave must be depleted before catastrophic illness pay is granted. A minimum of one years' continuous service is required. The Town may take into account past absences and the length of an Employees service. An Employee may use any accrued vacation, sick leave and/or personal time to receive pay while on sick leave in excess of sick time accrued. Health and basic life insurance coverage will continue if Employee desires and arranges for payment of the 10% Employee portion of their premium.

18.9 Sick Day Buyback

The Town will compensate the Employee for 50% of accrued sick leave upon resignation and/or retirement, provided the Employee has a minimum of ten years of service.

18.10 Light Duty

If an Employee is partially disabled but is capable of performing light duty in the police station, which shall consist of dispatching work, administrative projects, research, filing research, filing, record-keeping, and tasks of a similar nature, the Town shall the right to require him to perform such work at his applicable rate of pay. If the Town believes that a disabled employee is fit to perform light duty and the employee contends he is

incapable of doing so, the employee's fitness shall be determined by a physician selected by the Town at no cost to the employee. If the Town's physician deems the officer fit and the employee's physician makes a contrary determination, the employee's fitness for such duty shall be determined by a third physician selected by the Town and the Union and paid by the Town.

ARTICLE 19 -BEREAVEMENT LEAVE

19.1 Bereavement Leave

Employees shall be paid up to five (5) working days at his/her regular rate of pay, for scheduled time lost due to death of an Employee's father, mother, child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law. Foster, Step and/or adopted relationships, relatives living in the household and designated partner shall be covered.

ARTICLE 20 -MILITARY, JURY DUTY AND LEAVE OF ABSENCE

20.1 Military Duty

Employees who are members of the military reserves, will receive the difference between military pay and regular pay for the annual two week tour of duty in the military reserves.

20.2 Jury Duty

If an Employee is called to jury duty on their regular work days he/she shall be paid their regular pay, provided that the proper documentation is submitted and the Employee reports to work when not required to sit on the jury during a full day or in the event that jury service is canceled for a certain day.

20.3 Leave of Absence

Leave of Absence may be granted to any Employee by the Town. Any Employee wishing a leave of absence must notify the Chief of Police in writing twenty-one (21) calendar days prior to the start of requested leave. The Chief shall respond to the Employee in writing within seven (7) calendar days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

ARTICLE 21- FAMILY AND MEDICAL LEAVE ACT/MATERNITY OR PATERNITY LEAVE

21.1 The Town of Nantucket agrees to abide by the Federal Family Medical Leave Act and the Commonwealth's Maternity or Paternity Leave Act.

21.2 When an employee uses all vacation, sick and personal time, the employee is responsible to pay their share of the health insurance premiums.

21.3 At the employee's request, available vacation, sick, compensatory and personal time can be paid out to the employee in incremental amounts to be spread out equally for the duration of the approved leave.

ARTICLE 22 -PERSONAL LEAVE

22.1 Employees covered by this Agreement shall be allowed two personal days per year.

22.2 An Employee must be employed at least twelve (12) months before earning personal leave.

ARTICLE 23 -PERSONNEL FILES

23.1 Each Employee will have the access to his own personnel record in the department files, upon request to the Chief of Police. All personnel files shall be maintained and kept by the Chief of Police. The Chief of Police shall forward a copy of all documents to Employee prior to adding to the file. Employees shall have the right to include in their personnel files a written rebuttal to derogatory statements therein, and subject to MGL Ch. 149 Sec. 52C.

ARTICLE 24 -UNIFORMS

24.1 Uniform/Clothing and Equipment Allowance

The Town shall provide all uniforms and necessary safety equipment as determined by the employer for those employees required to wear such uniforms or safety equipment as a condition of their employment. It shall be the responsibility of the employee to replace uniforms or safety equipment that is lost, stolen or damaged through negligence. Employees who are on call shall be provided a Department vehicle for twenty-four (24) hour use.

ARTICLE 25 - INSURANCE

25.1 Health Insurance

The employee shall be entitled to participate in the group health insurance program sponsored by the Town pursuant to G.L.c. 32B. The respective Town/employee contribution rates shall remain as they are at the time of this Agreement and may be changed only through collective bargaining or as may otherwise be provided by law.

25.2 Life Insurance

Life insurance will be offered by the Town on an optional basis.

25.3 Retirement

Bi-Weekly deductions will be made into the Barnstable Retirement Plan.

ARTICLE 26 -DISCIPLINE

28.1 Cause

The employer shall have the right to discipline Employees for cause only.

28.2 Progressive Discipline

The steps in the progressive discipline process are as follows, each step to be signed off by the Employee.

28.2.1 Verbal Warning:
The supervisor will meet with the Employee to provide a prompt recognition of a problem and suggestions for correction in an effort to eliminate the need for further discipline. If counseling does not correct the problem, the supervisor is expected to continue addressing the problem through verbal warning(s), written warning(s), and, if warranted, discharge. Verbal Warnings shall be memorialized on a form agreeable to both the Town and the Union to include the following:

- Names of attendees of counseling session,
- Short description of unsatisfactory performance or rule violated,
- Specific corrective action required.

28.2.2 Written Warning:
A formal written warning is more serious than a reprimand and may involve a

more extensive corrective action plan. A formal meeting occurs between the Employee and the supervisor and written documentation specifies the behavior in question, the corrective action and any follow-up, recommended. The grievance procedure should accompany the written materials that are placed within the personnel record and given to the Employee.

28.2.3 Suspension:
Suspension may occur with pay or without pay depending on the circumstances of the Employee's behavior and attitude. If an investigation occurs to substantiate or disprove an allegation, the Employee is given the opportunity to present their side of the story and is entitled to review the results of the investigation. In serious cases, if the allegation is substantiated, termination may be warranted. All written material is placed within the Employee's file and a copy of the grievance procedure is given to the Employee.

28.2.4 Termination:
Termination may occur at the end of other disciplinary proceedings or may occur if the actions of the Employee warrant immediate termination.

28.3 Written notices of warnings or disciplinary action shall remain in the active file of the Employer for 24 months. After 24 months any written notices of warnings or disciplinary action shall be removed to a non-active file and shall be not be used against the employee in any forum or considered for future disciplinary action.

ARTICLE 27 -TUITION REIMBURSEMENT

27.1 At least one year of continuous employment is required for an Employee to be considered for tuition reimbursement; and, at least two years of continuous employment is expected upon completion of the course of study.

27.2 The maximum amount of reimbursement shall be twelve hundred ($1,200.00) dollars per person, per fiscal year. The funding source for reimbursement shall be from the budget of the department where the Employee works.

27.3 In order to be reimbursed, an Employee must achieve a 3.0 GPA for Undergraduate studies; for graduate studies, a "Pass" in the event of a "Pass/Fail" grading system.

27.4 The institution where the Employee takes the course must be accredited and the course must be job-related, which is a determination to be made by the Department Head.

27.5 If any time is lost in taking the course, it must be made up by the Employee in the same or next pay period. If time is lost taking a course mandated as a condition of employment, the Employee will be paid his/her normal rate of pay for said period.

27.6 The Employee will be reimbursed for reasonable expenses (including fees, meals, lodging and transportation) while attending workshops, seminars, conferences or other professional improvement sessions with the advance approval of the Chief of Police.

27.7 Employees who receive job related National or State certifications or licenses relating to and enhancing the work performed shall receive the amount of Ten Dollars ($10) per week for each certification or license, added to the individuals salary. To be eligible, certification or license must be continually maintained. The certification or license shall not be a minimum requirement contained in the job description.

27.8 The Town shall provide educational incentive payments for college degrees awarded in Criminal Justice, Public Administration, Law or related fields by an accredited institution based upon annual wages earned by the employee as follows:

For an Associates Degree	10%
For a Bachelors Degree	15%
For a Masters or Degree	20%
For a Doctorate or Juris Doctorate	25%

ARTICLE 28 -TENURE

28.1 All Employees shall be granted tenure by the Town.

ARTICLE 29-SUCCESSORS

29.1 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the takeover assumption or contracting out of any plant, operation, function, or part thereof.

ARTICLE 30 -SPECIAL THIRD-PARTY DETAILS

30.1 Employees covered by this Agreement shall be deemed by the Town as "Regular Full-Time Police Officers" for the purpose of determining eligibility to fill extra paid details (also known as Special Third Party Details).

30.2 Priority for filling such details shall be given to the ranks of Police Officer and Sergeant.

Priority shall not apply on any detail where three (3) or more Police Officers are assigned to work.

30.3 Rates of pay and payment terms shall be the same as those for Regular Full-Time Police Officers.

ARTICLE 31 - DURATION OF AGREEMENT

31.1 The provisions of this Agreement will be effective July 1, 2011 and will continue in full force and effect through June 30, 2012 and shall be automatically renewed from year to year hereafter, unless, at least four (4) months prior to the expiration date, either party notifies the other in writing by certified mail, return receipt requested, of its desire to renegotiate the Agreement. During the course of the negotiations for amendment or renewal of this Agreement, the terms and conditions herein set forth shall continue in effect until a new Agreement is reached.

31.2 The terms and agreements reflected herein shall remain in effect as long as this Agreement is in effect and the current incumbent holds the position of Deputy Chief of Police.

ARTICLE 32 - EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of August, 2012.

For the Town	For the Union
_____	_____
_____	_____
_____	_____
_____	_____