POLICE OFFICERS

AGREEMENT

Between

TOWN OF NANTUCKET

And the

MASSACHUSETTS COALITION OF POLICE,

NANTUCKET LOCAL UNION 330, IUPA, AFL-CIO

July 1, 2008

June 30, 2011

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AGREEMENT

This Agreement is made between the Town of Nantucket and the Massachusetts Coalition of Police, Nantucket Local Union 330, IUPA, AFL-CIO. This is the successor Agreement to the Collective Bargaining Agreement between the parties in effect through June 30, 2008. All article references are to the expired Agreement between the parties. Except as otherwise provided, all changed and new provisions shall be effective on the date specified. If no date is specified, then the effective date is the date of execution of this Agreement. The parties agree as follows:

ARTICLE 1 - RECOGNITION

1.1 The Town recognizes the Union as the exclusive representative and bargaining agent for all regular full-time and regular part-time Police Officers, excluding: Sergeant, Lieutenant, Deputy Chief, Chief, all Special Police Officers, all temporary and casual employees and all other employees of the Town, pursuant to the State Labor Relations Commission Certification, Case No. MCR-3445 dated June 13, 1984, and the 2008 Agreement to recognize a Superior Officers Unit.

ARTICLE 2 - NO STRIKES

2.1 It shall be unlawful for any Police Officer to engage in, induce, or encourage any strike, work stoppage, slowdown, of withholding of services. The Town agrees to conduct no lockout during the term of this Agreement.

2.2 The Town shall have the right to take disciplinary action, including discharge, against Police Officer(s) who violate Section 2.1. In any grievance involving the discipline of a Police Officer on account of participation in or responsibility for a strike, work stoppage, slowdown, or withholding of services, the arbitrator shall be limited to deciding whether the grievant did so participate or was so responsible. If he determines that the grievant did so participate or was so responsible he shall deny the grievance.

2.3 The Union, its officers and its stewards shall, within twenty-four (24) hours of notification by the Town, publicly make known that any action in violation of this Article is an unauthorized action on the part of the Police Officer(s); and shall promptly order the Police Officer(s) to return to work, and shall use every reasonable effort to see that termination of any such action is immediate.

ARTICLE 3 - SENIORITY

3.1 Only Regular full-time Police Officers (as defined in Article 25) shall have seniority rights. Department seniority shall be defined as the Regular full-time Police Officer's

length of continuous service in the Nantucket Police Department, commencing with the date he/she was appointed as a Regular full-time Police Officer, excluding all time that he/she may have worked as a Regular part-time Police Officer, as a temporary or casual officer, or as a Special Police Officer. Rank seniority shall be defined as the officer's length of service in his/her rank, commencing on date of appointment to that rank. With respect to any Regular full-time Police Officer(s), in cases where two (2) or more Regular full-time Police Officers are appointed on the same date, seniority shall be determined by the first initial of the last name. In such a case, whichever Regular full-time Police Officer's initial comes first shall have the greater seniority.

3.2 In the event of a layoff, Regular full-time Police Officers, providing qualifications, ability and rank are equal, shall be laid off in inverse order of seniority. Recall shall be in the inverse order of lay off.

3.3 Seniority shall be lost and employment will automatically terminate in the event of a break in the Regular full-time Police Officer's service with the Town, caused by anyone of the following:

(a) Discharge

(b) Voluntary quit

(c) Denial of tenure

(d) Failure to return to work on the Police Officer's first scheduled workday after the expiration of any leave of absence as defined in Article 6, unless for good cause

(e) Lay off for lack of work for more than twelve (12) consecutive months

(f) Physical and/or mental disability which creates an inability to perform all of the duties required *of* a Police officer for twelve (12) consecutive months.

3.4 The Police Department shall retain its practice of contracting work out to non-unit employees, and to continue to supplement the Regular full-time Police Officers with temporary and casual employees and Special Officers, provided there are no Regular full-time Police Officers available to perform the work on a non-overtime basis.

3.5 Town shall furnish the Union with a copy of the seniority list. A permanent list shall be posted and maintained on a readily accessible bulletin board at the police station.

3.6 Seniority shall not be broken by vacation time; leave of absence of thirty days or less; sick time (Article 8); an injury sustained while on duty unless it is determined that the Officer does not qualify for benefits under Chapter 111F; unlawful suspension from duty; initial induction into the military service (reenlistments excluded unless there is a national emergency recall).

ARTICLE 4 - PROMOTIONS

4.1 When a vacancy in the rank of SERGEANT is anticipated by the Chief, the Chief may administer a promotional appointment process. A notice announcing the process will be posted on the bulletin board for a period of fifteen (15) days. Only officers who have 3 years as a Regular full-time Police Officer within 60 days of the date of the posting shall be eligible to bid. The posting of such notice does not obligate the Chief to fill such vacancy. In the event the vacancy is to be filled, the Chief will make his selection on the basis of the qualifications and ability of each candidate. In making his selection, the Chief will consider the following factors:

(a) Written evaluations of the candidates by the command staff under guidelines set by the Chief (50% weight); and

(b) Oral interviews conducted by persons designated by the Chief (50% weight).

The Town reserves the right to change the content of such tests. The Chief shall have the option of temporarily filling a vacancy pending selection of an applicant.

4.2 In the event that a Regular full-time Police Officer who has been promoted to the rank of Sergeant desires to return to the position of a Regular full-time Police Officer, said request may be granted by the Chief and said Sergeant shall return to the position of Regular full-time Police Officer. Seniority and wages shall be determined as if the Regular full-time Police Officer was never promoted and remained a Regular full-time Police Officer.

4.3 All specialty positions shall be posted on the bulletin board for a period of fifteen (15) days, and interested officers shall have the opportunity to apply.

ARTICLE 5 - MUTUAL LEAVE

5.1 Subject to advance approval by the Chief, or his designee, a regular full-time Police Officer shall be granted a mutual leave for a day on which he/she is able to secure another Police Officer to work in his/her place. This mutual leave will be allowed, provided:

(a) A request for such mutual leave must be in writing, on a form provided by the Chief and shall only be considered if the shift desired off is at or below the minimum staffing level, or the officer has exhausted all leave.

(b) Such substitution does not impose any additional cost to the Town with regard to salaries, overtime or payment of wages.

(c) The Officer-in-Charge of the shift in which the substitution shall take place shall

be notified one (1) day in advance, except in case of an emergency when the notification may be made on a shorter notice.

(d) Notice shall include the name of the substituting Police Officer. Failure on the part of the substitute Police Officer to fill the work assignment, as agreed to, shall be cause for disciplinary action unless the substitute Police Officer contacts the Police Officer he/she is to cover for and either that Police Officer or another Police Officer secured by either of them covers the work assignment. If a change is made in the substituting Police Officer, the Chief must be so notified.

(e) Neither the Department, nor the Town will be held responsible for enforcing any agreements between the Police Officers. The denial by the Chief of a request for a "swap" is not subject to the grievance and arbitration procedure.

(f) Approval of compensatory time off will not be rescinded within twelve hours of the start of a shift.

ARTICLE 6 - OTHER LEAVES OF ABSENCE

6.1 Unpaid leaves of absence, at the sole discretion of the Chief, may be granted for limited periods not to exceed thirty (30) days, and such leave may be extended or renewed at the discretion of the Chief; provided, however, that the Chief shall grant leaves of absence for the purpose of fulfilling military obligations of up to thirty (30) days. All leaves of absence which have been approved, including extensions, must be written and signed by the Chief. Said writings must set forth the specific reason for leave, length of time, and expiration of said leave. All leaves of absences shall be granted without pay and without fringe benefits. A Police Officer on leave shall forfeit all rights of return:

(a) if the Police Officer fails to return to work on his/her first scheduled workday after the expiration date of leave of absence, unless for good cause

(b) if self-employed while on leave of absence (exempted from this provision is any present self-employment which the Police Officer may be working at in conjunction with his police duties)

(c) if working for another employer while on leave of absence, unless there are extenuating circumstances which, in the Chiefs sole discretion constitute dire circumstances which might require the Police Officer to live off-Island because a member of his /her family requires off-Island medical treatment.

6.2 Without denying the Chief his unilateral right of decision in granting Leaves of Absence, a Police Officer being denied a leave may make an appeal to the Selectmen.

6.3 Members of the military reserves on brief tours of military duty such as the annual two-

week tour of duty may be compensated by the Town *for* the difference between the employee's regular pay and that received on military duty. Such tours of duty shall not be counted against vacation allowance.

6.4 FAMILY, MEDICAL AND MATERNITY LEAVE

An employee may be eligible for Family and Medical and/or Maternity Leave. Under certain circumstances, a female employee may be eligible for both Family and Medical Leave and Maternity Leave. In such circumstances, the employee's leave will be charged against both types of leave simultaneously. Where an employee is eligible for both types of leave, and one type of leave provides greater benefits than the other, the employee shall be provided such greater leave benefits to which she is entitled.

A. Family and Medical Leave

1. Eligibility An employee employed by the Town for at least twelve (12) months; who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section, may take up to twelve (12) weeks leave for anyone or more of the following reasons:

   (a) The birth of the employee's child, and in order to care for the newborn child

   (b) The placement of a child with the employee for adoption or foster care

   (c) The need to care for the employee's spouse, child or parent who has a serious health condition

   (d) The employee's own serious health condition that renders the employee unable to perform the functions of his or her job.

2. Certification An employee shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the employee or the employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the employee provides the requested certification.

3. Notice In order to plan for the provision of quality uninterrupted services, the employee seeking leave must notify the department head at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the employee must give the department head notice as soon as practicable. Failure to provide such advance notice will result in a denial of the leave request until 30 days after the notice is provided to the department head.

4. Group Health Plan Coverage, The Town will continue its contributions to group health plan insurance for an employee who is out on family or medical leave. The employee must continue to pay his or her share of such premium during the leave period.

5. Use of Accrued Vacation. Personal and Sick Time, An employee is not entitled to receive pay while on family medical leave. However, the employee may use vacation or sick time in accordance with this section for pay purposes only. The employee will not be on vacation as defined in Article 13.

6. Reinstatement At the end of family or medical leave an employee shall be restored to his or her former position, if available, or to a similar position elsewhere in the Town, with the same pay, benefits and working conditions as of the date of the employee's leave, as economic conditions warrant. The employee's right to be restored is limited to what the employee's job would have been if he or she had not taken leave. Prior to restoration, an employee who takes a medical leave for the reasons set forth in A(1)(d) must obtain and present certification from a health care provider that the employee is able to resume work. Failure to provide such certification will result in a denial of restoration until the employee provides the requested certification.

B. Maternity Leave

1. Eligibility: A female employee employed by the Town for at least three (3) consecutive months on a full-time basis, may take up to eight (8) work-weeks of unpaid leave for anyone or more of the following reasons:

   (a) The birth of the employee's child;

   (b) The placement of a child with the employee for adoption or foster care.

2. Use of Accrued Vacation. Personal and Sick Time: A female employee on maternity leave may use any accrued vacation and personal time while on such leave. Accrued sick time may be used during the period of pregnancy-related disability.

3. Maternity Leave to run concurrent with Family and Medical Leave Act Leave: Maternity leave taken under this section additionally shall be charged against an Individual's Family and Medical Leave Act entitlement.

4. Notice: In order to plan for the provision of quality uninterrupted services, the employee seeking leave must notify the department head at

least two (2) weeks prior to any anticipated leave.

5. Reinstatement: At the end of a family or medical leave an employee shall be restored in his or her former position, if available, or to a similar position elsewhere in the company, with the same pay, benefits and working conditions as of the date of the employee's leave, as economic conditions warrant.

6.5 PERSONAL DAYS

Officers may use two (2) days per year as personal days which are not to be deducted from sick time. Personal days shall be considered in the same manner as sick leave for the purpose of shift coverage.

ARTICLE 7 - BEREAVEMENT LEAVE

7.1 In the event of a death in a Regular full-time Police Officer's immediate family, (i.e. Spouse, Children, Mother, Father, Mother-in Law, Father-in Law, Grandparents, Brother, Sister, Brother-in-Law, and Sister-in Law inclusive, but not for "Grandparents-in-Law"), the Regular full-time Police Officer will be paid up to a maximum of four (4) consecutive days (excluding days off) at his/her regular straight time hourly rate of pay (for eight (8) hours per day) to attend the wake and funeral, provided that:

(a) The wake and funeral are on regular working days of the Regular full-time Police Officer, and;

(b) That the Regular full-time Police Officer actually attends the wake and funeral.

7.2 In the event of a death in a Regular full-time Police Officer's immediate family requiring an off-island funeral, the Regular full-time Police Officer will be paid up to a maximum of four (4) consecutive days (excluding days off) at his/her regular straight time hourly rate of pay (for eight (8) hours-per day) to attend the wake and funeral, provided that:

(a) The wake and funeral fall on regular working days of the Regular full-time Police Officer, and;

(b) That the Regular full-time Police Officer actually attends the wake and funeral.

ARTICLE 8 - SICK LEAVE

8.1 All Regular full-time Police Officers shall accumulate sick leave entitlement at the rate of one and one-quarter days for each month worked.

8.2 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 Regular full-time Police Officer shall be counted in computing sick leave.

8.3 Sick Leave shall be paid on the basis of the officer's regular straight time hourly rate of pay at the time sick leave is taken. Contract Year shall be considered the time year for accumulation is based upon (July 1 through June 30th).

8.4 Police Officers 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.

8.5 If required by the Chief a physician's certificate of illness at the Town's expense (if any) shall be submitted by the Police Officer after three (3) days of absence before sick leave will be granted under the provisions of this section. This certification shall be forwarded by the Chief to the Board. Further, it is mandatory that a physician's certificate of illness be provided by the Police Officer on the thirtieth (30th) day of a continuous sickness or disabling injury.

8.6 The Board and/or the Chief will have the right to require a medical examination of a Police Officer 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 Board or the Chief.

8.7 Sick leave may be used only when a Police Officer is ill or otherwise physically or mentally unable to perform the duties of the job, or when, if approved by the Chief, the illness of a family member requires the Officer's attendance. Sick leave, excluding personal days as outlined in Article 6.5, are not to be used in lieu of vacation, early retirement, or any other circumstances unrelated to illness or disability. An Officer who abuses sick leave may be subject to disciplinary action. In addition the Chief may make a determination that an Officer has abused sick time by showing that the Officer has a pattern in the use of sick days.

8.8 If a Police Officer 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 have a right to require him to perform such work at his applicable rate of pay. If the Town believes that a disabled officer is fit to perform light duty and the officer contends he is incapable of doing so, the officer's fitness shall be determined by a physician selected by the Town at no cost to the officer. If the Town's physician deems the officer fit and the officer's physician makes a contrary determination, the officer's fitness for such duty shall be determined by a third physician selected by the Town and the Union and paid by the Town. Any Officer assigned to light duty may be scheduled to work a five (5) day on and two (2) day off, forty (40) hour work schedule.

8.9 The employer will compensate the employee for fifty percent (50%) of accrued sick time upon resignation and/or retirement, provided the employee has a minimum of ten (10) years of service. Upon retirement, an employee may donate up to twenty-five percent (25%) of his/her accrued sick leave to the Sick Leave Bank.

8.10 Annual Sick Leave Buyback Incentive: Regular full-time police officers will annually have the opportunity, based on attendance in the preceding contract year, to "sell" the Town a portion of their accrued, unused sick time. In order to be eligible for this provision, the employee must have accrued by July 1st, one hundred (100) or more unused sick days. Eligible employees shall be compensated at the rate of $75.00 per day as follows:

Number of sick days used in preceding years	Number of days to be "sold back"
0	3
1	2
2	1

ARTICLE 9 - SICK LEAVE BANK

9.1 In the event of an extended illness or disability of a Regular full-time Police Officer (or the illness of a family member requires the Officer's attendance), an additional source of aid shall be provided by the establishment of a General Sick Leave Bank. The General Sick Leave Bank will be used to provide for additional days beyond those accumulated by the Regular full-time Police Officer under Article 8.

9.2 Assets of the General Sick Leave Bank will be acquired from those Regular full-time Police Officers accruing sick leave under Article 8, who will have the voluntary option of donating their accumulated sick leave days, or a portion thereof into the General Sick Leave Bank.

9.3 The balance in the General Sick Leave Bank shall be maintained by the Union Secretary, subject to the Chief's approval.

9.4 A Review Board shall be established, consisting of one representative of the Town Administrator and a Union representative. This Board shall meet as needed to make decisions on the written requests of officers for grants of sick time from the Bank.

9.5 Union representatives will be selected to the Review Board by an election of its membership. The awarding of sick leave from the General Sick Leave Bank will be governed by the review Board. However, any such award must be approved by majority vote of the entire Union membership.

9.6 When the Union membership has approved the award of sick days from the Sick Leave Bank, the Union representative shall inform the Chief and the representative of the Town

Administrator, in writing, of the number of days awarded.

9.7 In the event that the initial award of days is not sufficient for the officer's illness, the Review Board shall, upon written request from the officer, investigate the case and make a Written Recommendation to the Chief as to whether more days should be granted. The Chief shall make the final determination whether a second or subsequent award should be made.

ARTICLE 10 - HOLIDAYS

10.1 The following State Holidays shall be paid holidays for Regular full-time Police Officers, and shall be observed on the date the State honors such holidays. If a holiday falls on one day and is celebrated by the State on another, the day celebrated will be the holiday.

NEW YEARS DAY
MARTIN LUTHER KING BIRTHDAY
PRESIDENT'S DAY
PATRIOTS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
CHRISTMAS DAY
The day before or after
CHRISTMAS or THANKSGIVING

10.2 Regular full-time Police Officers who are not scheduled to (and do not) work on a holiday listed in Section 10.1 shall be paid (8) hours pay at their regular straight time hourly rates for such holiday.

10.3 All Regular full-time Police Officers who work on a holiday listed in Section 10.1 shall be paid time and one-half (1-1/2) their regular straight time hourly rate for all such hours worked and eight (8) hours holiday pay under Section 10.2.

10.4 In lieu of holiday pay under Section 10.3 all Regular full-time Police Officers may have the option, if they work eight hours on a holiday listed in Section 10.1, of taking twelve (12) hours of compensatory time off at their regular straight time hourly rate of pay.

10.5 The scheduling of compensatory days off pursuant to Section 10.4, including the designation of how many days may be taken at any one time, shall be at the discretion of the Chief of Police, or his designee. It is understood that the Chief shall not be permitted to void an Officer's option relative to holiday-compensatory days off by requiring a buy-back of any portion thereof, unless the Police officer accepts such a buy-back.

10.6 The total compensatory hours accrued under this Article and Article 18 of this Agreement Shall not exceed an aggregate of 150 hours.

ARTICLE 11 - INSURANCE

11. 1 The Town agrees to pay ninety percent (90%) of the Blue Cross-Blue Shield Master Medical Plan health insurance premium, individual or family plan, for those regular employees who are participating in said plan. The Town may pay eighty percent (80%) of the Blue Cross-Blue Shield Master Medical Plan health insurance premium, individual or family plan, for those regular employees who are participating in said plan, provided the Town also offers the Blue Care Elect Preferred Provider Plan as an alternative to the Master Medical Plan. The Town may also offer the Blue Care Elect Plan without changing its ninety percent (90%) contribution percentage of the Master Medical Plan. The Town agrees to pay ninety (90%) of the cost of the Blue Care Elect Plan, individual or family coverage, for those regular employees who are participating in said plan.

The Town agrees that the Blue Care Elect Plan ("PPO") offered to employees will require only a twenty-five dollar ($25.00) co-pay by employees for Emergency Room visits and will provide a one year transition period from the date the PPO Plan was implemented to 1.) pay the difference between in-network and out-of-network costs for any employee who, at the time the PPO Plan is implemented, is receiving treatment from a specialist provider whose services are currently covered under the Master Medical Plan but who is not covered under the PPO Plan, and 2.) pay the difference between the in-network and out-of-network costs for any employee whose primary care physician is enrolled in the PPO Plan but drops out of the PPO network at any time, for a one year transition period following the date the physician drops out of the PPO network.

11. 2 The Town agrees to continue to maintain whatever other insurance programs may be in effect at the time of the signing of this Agreement, in the same manner it has in the past.

ARTICLE 12 - COURT TIME

12.1 Any Regular full-time or Regular part-time Police Officer who attends any court hearing or proceeding in a criminal case or who is required to attend an administrative hearing pursuant to a subpoena or at the request of the Chief, at a time when he/she is not scheduled to be on duty, shall be paid for all hours in attendance in court, with a minimum of four (4) hours, at time and one-half (1-1/2) his/her regular straight time hourly rate of pay. There shall be no witness fee payable in addition to this four (4) hour minimum pay.

12.2 If a Police Officer completes his/her court slip and submits it to the Department (or in a manner determined by the Chief) by the close of the payroll week, he/she will be paid the court time on the following week's payroll.

12.3 Any Police Officer who is required to attend any civil or criminal court off-island in connection with a matter which arises out of the officer's performance of his duties for the Department, shall, in addition to the provisions of Article 12.1, be reimbursed for any reasonable travel expenses incurred, including meals and accommodations.

ARTICLE 13 - VACATIONS

13.1 All Regular full-time Police Officers employed by the Town are entitled to the vacation schedule set forth in Section 13.2 through Section 13.5 below.

13.2 All Regular full-time Police Officers who have completed one (1) year of service with the Nantucket Police Department, but have not completed five (5) years of continuous service, shall accumulate vacation time at a rate of 1 hour for every 16.38 hours worked. This averages 9.92 hours per month or 14 days annually based on an 8.5 hour per day work schedule.

13.3 All Regular full-time Police Officers who have completed five (5) years of service with the Nantucket Police Department, but less than ten (10) years of continuous service, shall accumulate vacation time at a rate of 1 hour for every 10.92 hours worked. This averages 14.88 hours per month or 21 days annually based on an 8.5 hour per day work schedule.

13.4 All Regular full-time Police Officers who have completed ten (10) years of continuous service with the Nantucket Police Department, but less than fifteen (15) years of continuous service, shall accumulate vacation time at a rate of 1 hour for every 9.18 hours worked. This averages 17.71 hours per month or 25 days annually based on an 8.5 hour per day work schedule.

13.5 All Regular full-time Police Officers who have completed fifteen (15) years of continuous service with the Nantucket Police Department, shall accumulate vacation time at a rate of 1 hour for every 8.19 hours worked. This averages 19.83 hours per month or 28 days annually based on an 8.5 hour per day work schedule.

13.6 All Regular full-time Police Officers shall accrue vacation leave each month. Such vacation leave will accrue at the rate of one-twelfth (1/12th) of the total annual leave to which an employee is entitled based on years of service as set forth below.

13.7 Vacation Time shall be accrued on all regularly scheduled work hours including time taken off as compensatory time, personal time, sick time, or leave time granted for military service consistent with established Mass. General Law and Town of Nantucket policy. Overtime hours shall not be considered hours worked for purposes of this Article.

13.8 A week's vacation pay shall be forty hours pay at the officer's regular straight time hourly rate.

13.9 Vacations shall not be taken during the months of July and August. During the months of May, June and September the following limitations will be placed upon the taking of vacations:

(a) Only one (1) Officer per shift

(b) Police officers who want to take a vacation in any of these three (3) months must submit a written request to the Chief prior to September of the contract year. The Chief will determine, in his sole discretion, whether the Police Officer(s) can take the vacation as requested.

13.10 By September of each year, Regular full-time Police Officers must submit their requests as to the vacation periods they would prefer. The Chief will attempt to grant the vacation requests on the basis of rank, and then seniority within rank. However, emergencies, absenteeism, or other unforeseeable circumstances may override seniority. Only one (1) Regular full-time Police Officer on a given shift shall be on a vacation at any one time. Regular full-time Police Officers who fail to make their preference known prior to September of each year will not be given any consideration over other such Officers who have made their preference known prior to September, regardless of their seniority.

13.11 Continuous years of service shall not be considered as having been broken by paid leave days.

13.12 Vacations granted under this Article shall be taken in the year earned, except than any officer 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 pursuant to sections 13.2 through 13.5.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 A grievance or dispute pertaining to the interpretation and/or application of this Agreement, where violation of one or more specific contract provisions is alleged, shall be settled by the following procedure:

STEP 1, The officer and/or union shall informally address the grievance first to the officer's Division Commanding Officer (Lieutenant) within fourteen (14) business days (business day shall mean weekdays for the purpose of this Article) of the incident giving rise to the grievance, unless the grievance concerns an action or policy of the Chief. If the grievance is not resolved, the officer or Union may present the grievance to the Chief within nineteen (19) business days of the occurrence giving rise to the grievance.

STEP 2, The grievance shall be reduced to writing on a uniform form, which shall be readily available to all members, and be submitted to the Chief of Police or his designated representative, or the person next in charge (in the event the Chief is not available), within fourteen (19) business days (business days shall mean weekdays for the purposes of this Article) of the incident giving rise to the grievance. The Chief, or his designated representative, or the person next in charge (in the event the Chief is not available) shall meet with the aggrieved Police Officer and/or representative of the Union within three

(3) business days from the time the grievance is presented to him or her. The Chief or his designated representative, or the person next in charge (in the event the Chief is not available) shall answer the grievance, in writing, within three (3) business days after the meeting. If the Chief is off Island at the time the grievance is filed, the time period for his response shall not commence to run until the Chief returns to the Island.

STEP 3, If the grievance is not resolved at Step 2, or if the Chief or his designated representative, or the person next in charge fails to meet within the time allowed, the Police Officer and/or representative of the Union may refer the grievance to the Board of Selectmen or their designated representative, within five (5) business days from receipt of answer or date upon which the answer was due in Step 2, exclusive of Saturdays, Sundays, and Holidays. The Board of Selectmen or their representative shall meet with the Police Officer and/or representative of the Union within ten (10) days, exclusive of Saturdays, Sundays, and holidays, to discuss the grievance, and will answer the grievance in writing within seven (7) days after the meeting ends.

STEP 4, If the grievance is not resolved at Step 3, or if the Board of Selectmen or their representative fail to meet within the time allowed, and if the alleged grievance involves a dispute concerning the interpretation or application of the terms of this Agreement, it may thereafter be submitted, within ten (10) days of receipt of the Step 3 answer, to the American Arbitration Association for arbitration in accordance with its rules. The Town and the Union shall share equally in the cost of the Arbitrator, together with whatever submission fees may be required. The Arbitrator's decision shall be binding on both parties.

14.2 All written grievances shall state, in reasonable detail, the nature of the grievance and the remedy sought. Errors, omissions, failure to state a contractual claim or failure to state a remedy shall not toll the fourteen (14) business day time period as stated above in section 14.1. Any grievance submitted to the Chief which fails to comply with this paragraph may be summarily denied by the Chief. All time limits provided in this ARTICLE shall be strictly adhered to, provided that the parties may in writing agree to an extension of time limits at any Step.

14.3 The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties have agreed to combine more than one grievance to be placed before the Arbitrator for the purpose of saving submission fees and arbitration costs. The award of the Arbitrator shall be final and binding upon the parties covered by this Agreement, but the Arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

14.4 The Town reserves all of its rights to submit grievances to arbitration. Any grievance of a Police Officer shall only be submitted to arbitration by the Union and shall not be submitted to arbitration by the individual Police Officer.

14.5 With respect to discipline or discharge, the grievance procedure and arbitration procedure set forth herein shall be available only to Tenured Officers as defined in Section 25.1(a). All other Police Officers shall have no recourse under this Article and shall be discharged or disciplined in accordance with the decision of the Chief of Police. However, such other Police Officers shall have the right of appeal to the Selectmen if they are dissatisfied with the Chief of Police's decision, in which case the decision of the Selectman shall be final and binding upon such Police Officers. Such decisions shall not be subject to judicial appeal.

14.6 Any discipline for just cause carrying a penalty of a suspension of five (5) days or less shall not be subject to appeal, whether through the grievance procedure or arbitration procedure set forth in this Agreement, or to any body that may, under statute, have or be thought to have Jurisdiction over the discipline.

14.7 The grievance procedure as stated herein provides for appeal to the Selectmen if the grievance is not resolved pursuant to section 14.1 (Step 3) or the Union may submit a decision by the Selectmen to arbitration pursuant to section 14.1. (Step 4). In either case, if the Police officer or Union fails to appeal a decision, pursuant to section 14.1, by the Chief or the Selectmen within the specified appeal period, the issue shall be deemed to be resolved and shall be binding upon such Police Officer and the Union.

ARTICLE 15 - RIGHTS OF UNION OFFICERS AND COMMITTEE MEMBERS

15.1 Except for required court appearances, no elected or appointed member of the Union Bargaining Committee, or his designated alternate, shall be denied the right to attend any meeting for the purpose of collective bargaining or contract interpretation by reason of work assignment.

15.2 The maximum membership of the Union Bargaining Committee shall be three members and one alternate.

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 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 Police Department 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 the number of police officers required; 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.

16.2 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.

16.3 The Town may implement the switch to civilian dispatchers without further bargaining.

ARTICLE 17 - HOURS OF WORK

17.1 The regular work week for Regular full-time Police Officers shall be four (4) days on and two (2) days off. Shifts shall be eight and one-half (8-1/2) hours. In determining a four (4) day on and two (2) day off schedule, any scheduled shift separated by at least eight (8) hours shall be defined as a "work day". Regular full-time Police Officers assigned as Detectives or School Resource Officer may be scheduled to work a five (5) day on and two (2) day off schedule provided that any officer so assigned be credited with one (1) administrative day off every three (3) weeks. The Regular full-time Police Officer may be assigned to the five (5) day on and two (2) day off schedule provided that it is voluntary and mutually agreed upon, and that said Officer will not be removed from his/her current position if the Officer does not agree to the five (5) day on and two (2) day off schedule.

17.2 Shift assignments shall be made on the basis of seniority within rank so long as the application of seniority preference to shift assignments results in an equal distribution of experienced Police Officers covering all shifts. The Chief may make special assignments of Police Officers without regard to seniority if an officer is uniquely qualified for such an assignment.

17.3 No Regular full-time Police Officer shall be required to work over the normal shift hours, except in the event of emergencies, absenteeism, or unavailability of replacement because of unforeseeable circumstances.

17.4 The provisions of section 17.1 notwithstanding the Town may establish, upon mutual agreement between the Union and the Chief, alternative work schedules for Regular full-time Police Officers. Such work schedules shall be established for the purpose of facilitating the employment of police officers who, due to housing constraints, cannot reside on Nantucket. Such work schedules may include shift hours greater than the typical eight and one half hour (8 ½) work day or may include shift cycles other than the four (4) day on and two (2) day off work week.

ARTICLE 18 - CALL-INS, OVERTIME

18.1 Any Police Officer who is called into work outside of his /her regular hours shall be paid a minimum of two (2) hours if called into work before Midnight, and if called in between the hours of Midnight and 7:00 AM, three (3) hours. Said hours worked outside the Police Officer's regular hours shall be paid at time and one-half (1 1/2) rate and overtime compensation shall be paid weekly. This section shall not be applicable to Court Time (Article 12).

18.2 To the extent required by law, Police Officers who are required to work for any period in excess of their regular weekly hours of work may, at their option, be given time off equal to one and one-half (1-1/2) times the actual overtime hours worked or they shall be paid for such overtime duty at one and one-half (1-1/2) times their regular straight time hourly rate. If the Police Officer exercises the option for compensatory time, the Chief, or his designated representative, will determine when such time will be granted. Compensatory time under this Article is subject to the cap of 150 hours as provided for in Article 10.6.

18.3 Overtime shall be computed as follows:

(a) Less than one (1) hour, shall be based on fifteen (15) minute increments

(b) In excess of forty-five (45) minutes, shall constitute one (1) hour.

18.4 It shall be the right of the Town to contract or to employ temporary or casual Police Officers or Special Officers and this in no way shall be construed as discrimination against the Union, or an infringement upon unit work (consistent with Article 3).

18.5 The Town and the Union may mutually agree upon a new system designed to equalize distribution of overtime shifts.

18.6 The parties acknowledge the Town has implemented a §207(k) FLSA pay period (171-hours, 28 days).

ARTICLE 19 - DIFFERENTIALS

19.1 SHIFT DIFFERENTIALS

Shift differential is only paid for the specific hours worked during a given shift. Police Officers shall receive the following shift differential added to their hourly rate of pay when they work on the following shifts:

	July 1, 2008
15:45 to 00:15 hrs.	$1.45
23:45 to 08:15 hrs.	$1.65
Weekend Day Shift	$1.45

19.2 The Town retains the right to change shift hours. In the event hours are changed, or an alternative work schedule is adopted the hours will be adjusted accordingly.

19.3 PATROLMAN IN CHARGE OF A SHIFT

Whenever a Police Officer is placed in charge of a shift, performing the necessary added work required, a differential of $2.00 shall be added to his/her regular straight time hourly rate of pay for such shift.

19.4 CANINE OFFICER STIPEND PAY

An Officer assigned to the K-9 Unit shall receive as compensation for the care and maintenance of their canine partner, commonly known as kennel time, a stipend not to exceed Five Thousand One Hundred Dollars ($5,100) annually. A proportional amount of the stipend shall be paid on each pay period.

ARTICLE 20 - SPECIAL THIRD PARTY DETAILS

20.1 The following provision(s) shall govern the selection of Police Officers to fill extra paid Details (which under the Town Bylaw, Regulation, or State Law require the specific services of a Police Officer), also known as a Special Third Party Details:

(a) Priority on all Special Third Party Details shall be offered to Regular full-time Police Officers. Said Special Details shall be posted.

(b) Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees are what the courts refer to as non-delegable exclusive managerial prerogatives. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service as well as the qualifications of persons to perform traffic direction in the Town to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department. The parties further agree that all police work traditionally performed on a paid detail basis, including but not limited to traffic control at construction and utility sites, keeping the peace at private and public establishments and/or at private and public functions and events, and transporting money or valuables, shall remain the exclusive province of police officers.

20.2 ASSIGNMENT OF SPECIAL THIRD PARTY DETAIL WORK

(a) The Union membership shall elect a Police Officer from its bargaining unit to be

responsible for the implementation and assignment of Special Third Party Detail Work in accordance with this Article. The Chief agrees to accept the Police Officer elected by the Union to assume the responsibility of administering this Article.

(b) No police third party detail assignments authorized by the Chief in the Town of Nantucket shall be made or accepted by anyone other than a Regular full-time Police Officer of the Nantucket Police Department, unless and until the same have been offered to Police Officers by the elected Detail Officer. The right to make special arrangements during an emergency is reserved to the Chief of Police or his designee.

(c) Unless a predetermined rate is in effect which is higher than those rates set forth herein, Special Third Party Detail Work shall be worked at the rate of forty five dollars ($45.00) per hour, with a minimum of four (4) hours, except between the hours of 12 midnight and 7:00 a.m., in which event the rate will be forty-eight dollars ($48.00) per hour with a minimum of four (4) hours. All Special Third-Party Details of more than four hours in length shall be paid at a minimum of eight (8) hours. All hours over eight (8) hours of said Special Third Party Detail Work shall be paid at the rate of time and one-half (1-1/2) the aforementioned rates, whichever is applicable.

(d) The Union agrees to allow the Nantucket County Sheriff to select Regular full-time Police Officers for his Third Party Details, solely for the purpose of prisoner transports to and from Nantucket, providing the Sheriff maintains a rotational list of officers volunteering to perform said Details, that he selects from this list in a fair and equitable manner, and that the rate of pay is equal to or greater than that mentioned in Article 20.2(c).

20.3 Except for those normal responsibilities placed upon the Town in a Police Officer's routine performance of his /her duties, the Town will not be held liable for any claims or cost upon the failure of the designated Police Officer to administer this Special Third Party Detail assignment in accordance with the requirements of the assignment. Any dispute which may arise amongst the Police Officer(s) will not be an arbitrable issue, and will not involve the Chief, and must be resolved by the Police Officer who was appointed to be in charge of assignments without involving the Department or Town.

20.4 All Police Officers who accept Special Third Party Detail Work assignments will be subject to Departmental rules, regulations and disciplinary procedures.

20.5 Failure upon the part of any Police Officer to fill a Special Third Party Detail Work Assignment shall not impose any cost to the Town whatsoever, and Police Officers shall be responsible for any such assignments they accept.

20.6 Officers who work Special Third Party Details shall be paid by the Town within two (2) pay periods following the date of the submission of the Detail Billing Slip to the Town,

regardless as to whether the Town has been paid by the Contractor hiring the Third Party Detail.

ARTICLE 21 - UNIFORMS

21.1 The Town agrees to supply and maintain, for each Police Officer covered by the Agreement, the necessary equipment required by the Department: (i.e.) weapons, badges.

21.2 The Chief or his designated representative shall be responsible for issuing article(s) of clothing and accessories to each Regular full-time Police Officer, who shall in each year after the year of his/her initial issuance, have a drawing allowance. The drawing allowance for each year of this contract shall be One Thousand dollars ($1,000.00). This allowance shall not be cumulative from year to year, and will be used to replace items that have been worn out. When new issue is being requested, the old issue will be turned in to the Department.

21.3 The Town shall develop an approved list of vendors and clothing items for purchase with the clothing allowance. Officers will use a purchasing order and receive approval for each item. Once approved, the officer has the option to submit the voucher to any approved vendor for issuance of the item directly to the officer.

21.4 The Town shall reimburse Officers who personally purchase items on the approved uniform and equipment list up to the Town's negotiated amount, provided that the item was pre-approved to be replaced because it was worn out.

21.5 The Chief of Police will annually appoint a uniform advisory committee that will periodically meet to discuss the uniform and equipment lists as well as procurement issues involved. The committee shall consist of at least two members from Local 330, chosen by the Union and other members from other unions as determined by the Chief. The committee shall be chaired by the Deputy Chief of Police. The committee will make recommendations to the Chief. The committee's recommendations are to be considered advisory and are non-binding on the Chief.

21.6 Any officer who receives a "new" appointment to the K-9 Unit as a handler will receive an "initial issue" of the specific apparel as set forth in the established Department Directive 215-Uniform Standards and Appearance. Maintenance of the K-9 handler uniforms specific to the assignment will be pursuant to this Article.

ARTICLE 22 - POLICE EDUCATION

22.1 Any Regular full-time Police Officer who has successfully completed and passed an Accredited Police Academy program (except as herein noted) shall receive an additional four hundred dollars ($400.00) per year above and beyond his/her base pay.

22.2 Any Regular full-time Police Officer who has successfully completed and passed the National Registry of Medical Technician course, or a Massachusetts EMT course, and Maintains his/her accreditation or certification shall be paid an additional two hundred dollars ($200.00) per year above and beyond his/her base pay.

22.3 Town Meeting has accepted the provisions of Chapter 41 Section 108L of the General Laws, hereafter known as the "Quinn Bill", which shall be the educational incentive program for any Regular full-time Police Officer, except as hereafter provided. It is understood and agreed that such education incentive base salary increases shall not be included in overtime pay calculations. Payment of the Quinn Bill shall be weekly or annually. In the event the Commonwealth of Massachusetts reduces its reimbursement to the Town below one-half the cost of such educational incentive base salary increase payments, then employees shall receive (a) one half such base salary increase payments plus the percentage amount of reduced reimbursement to the Town by the Commonwealth of Massachusetts, if any, or (b) the education incentive program payments provided in Section 22.4, whichever are the greater.

22.4 For any Regular full-time Police Officer who is ineligible to participate in the "Quinn Bill" program of Section 22.3, and who has attained no less than nine credits in police science from a duly accredited institution, there shall be a stipend of $10 per credit, per year, for all credits towards a degree in the criminal justice field.

22.5 The payment of education incentive under this Article shall be made weekly over the year or annually following completion of the courses or degree. The date for determining the successfully completed courses shall be September of the payment year.

(a) Officers who anticipate completing their course work and becoming eligible for payments under this section shall notify the Chief in writing prior to the commencement of the fiscal year that they become eligible.

(b) Payment of education incentive to new hires shall continue under the current practice

22.6 All Regular full-time Police Officers are eligible for tuition reimbursement as follows: That the full-time Police Officer has at least one year of continuous employment to receive the tuition reimbursement as approved by the Chief. The maximum amount of reimbursement shall be twelve hundred dollars ($1200.00) per person, per calendar year. The institution where the Police Officer takes the course must be accredited. The course must be a required course to receive an Associates, Bachelors, or Masters Degree in Criminal Justice. In order to be reimbursed the employee must achieve a 3.0 or better grade in the course. If the grading system is Pass/Fail the Police Officer must achieve a passing grade.

ARTICLE 23 - TENURE

23.1 All Regular full-time Police Officers shall be subject to a one (1) year tenure rule for

access to the grievance procedure over disciplinary or discharge issues. Whether tenure is granted or withheld is not a matter for the grievance procedure or arbitration procedure established by this Agreement. All Police Officers who have been duly appointed as Regular full-time Police Officers, will remain on a "Provisional Regular full-time status" (Section 25.1 (b)) for the one (1) year period, at the end of which time, tenure will be either granted or denied by the Town. If after the one (1) year time period has elapsed and the Chief of Police cannot make an informed recommendation to either grant or deny tenure, the Chief in his sole discretion, may extend the one (1) year tenure for a period of an additional six (6) months. The Chief may, after the conclusion of the eighteen (18) month period [one (1) year plus six (6) months] make a recommendation to grant or deny tenure. If after this time period has elapsed and the Chief believes that an additional six (6) months would be warranted prior to making his recommendation as to either grant or deny tenure, he may extend the tenure period for an additional six (6) months. At the conclusion of this two (2) year time period [one (1) year, six (6) months and six (6) months] the Chief must recommend that tenure be granted or denied. If tenure is not recommended at any stage, then employment of the Regular full-time Police Office shall terminate.

23.2 The one (1) year tenure period will commence upon:

(a) the date of successful graduation from an accredited police academy if the Regular full-time Police Officer did not successfully graduate from an accredited Police Academy, or;

(b) the date of appointment by the Board of Selectmen as a Regular full-time Police. Officer if the Officer has successfully completed an accredited police academy prior to his appointment by said Board.

ARTICLE 24 - MISCELLANEOUS

24.1 BULLETIN BOARD

The Town shall provide the Union with bulletin board space for the purpose of posting Union business notices. The Union shall not post any material of an obscene nature, or of a nature which impairs the operation of the Department, or is defamatory, or is political campaigning material. Any material posted in violation of his Section, shall be removable by the Chief.

24.2 JANITORIAL DUTIES

Reasonable and customary janitorial duties shall be performed by Police Officers.

24.3 LOCKER

Regular full-time Police Officers will be assigned a metal locker for their equipment.

24.4 PERSONNEL FILES

Personnel files will be stored only within the police department building, and maintained by the Chief of Police or his designee. Police Officers may review their personnel file at reasonable times by making an appointment in advance with the Chief. During such review the Chief will furnish the Police Officer with a copy of documents in the Police Officer's file, if so requested; and shall thereafter provide the Police Officer with a copy of any new material added to the file after date of inspection. After the Chief has supplied the initial copy, and further copies are requested by the Police Officer, said additional copies will be paid for by the Police Officer. Police Officers shall have the right to include in their personnel files a written rebuttal to derogatory statements therein, and to forbid and limit disclosure of any information to any non-governmental agency or person unless written permission is first obtained from the Officer in writing.

24.5 RULES AND REGULATIONS

All Rules and Regulations contained in the Police Manual and Rules voted by Town pertaining to Tenure Regulations, of which each Police Officer has received a copy, and which was accepted by previous agreement, shall continue in effect.

24.6 PARKING

The Town will allocate sufficient parking spaces for officers at 2FG.

24.7 PAYROLL

(a) The Town may institute a bi-weekly (aka; fortnightly) payroll,
(b) The Town may require mandatory direct deposit.

ARTICLE 25 - DEFINITIONS

25.1 REGULAR FULL-TIME POLICE OFFICER

The term "Regular full-time Police Officer' includes the following:

(a) Tenured Officers A duly appointed Regular full-time Police Officer, who has completed one (1) years of service with the Town Police Department as a Provisional Officer and has been granted Tenure by the Board of Selectmen in accordance with Article 23.

(c) Provisional Officers An officer who has been duly appointed as a Regular full-time Provisional Police Officer to the Nantucket Police Department and who has not yet been granted Tenure.

25.2 REGULAR PART-TIME POLICE OFFICER

A duly appointed Police Officer, who is consistently working forty (40) hours or more a week for eight (8) months of the year.

ARTICLE 26 - WAGES

26.1 REGULAR FULL-TIME POLICE OFFICERS

Wages shall be paid as follows:

	July 1, 2008	July 1, 2009	July 1, 2010
Starting Rate	$45,448	$46,925	$48,567
After 12 Months	$49,151	$50,749	$52,525
After 24 Months	$50,881	$52,535	$54,373
After 36 Months	$55,736	$57,548	$59,562
After 60 Months	$58,523	$60,425	$62,540
After 120 Months	$61,449	$63,446	$65,667
After 180 Months	$62,985	$65,032	$67,309
After 240 Months	$64,522	$66,619	$68,950

26.2 REGULAR PART-TIME POLICE OFFICERS

0 to 160 Hours	161-320 Hours	321 hours and above
$13.00	$14.00	$15.00

26.3 The step levels set forth in this Article may be administered by the Town or its authorized Representative starting an Officer at a higher level, or advancing to a higher level sooner.

ARTICLE 27 - LONGEVITY

27.1 Based upon continuous years of service with the Nantucket Police Department as a Regular full-time Police Officer, Police Officers will receive longevity pay as follows, which will be payable in addition to the wages set forth in Sections 26.1 and 26.2 as follows:

(a) After completion of five (5) years of continuous service: two percent (2%) above base yearly pay. This will not be paid if an officer is eligible under (b), (c) or (d) of this section.

(b) After completion of ten (10) years of continuous service: three percent (3%)

above base yearly pay. This will not be paid if an officer is eligible under (c) or (d) of this section.

(c) After completion of fifteen (15) years of continuous service: four percent (4%) above base yearly pay. This will not be paid if an officer is eligible under of this section.

(d) After completion of twenty (20) years of continuous service: five percent (5%) above base yearly pay.

ARTICLE 28 - EFFECT OF AGREEMENT

28.1 The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the know ledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. If, not withstanding the above, the parties do modify this Agreement, such modification must be reduced to writing in order to be effective.

ARTICLE 29 - SECONDARY EMPLOYMENT

29.1 Before accepting outside employment Police Officers shall give the Chief seven days written notice specifying the name of the employer and the nature of the work. Police Officers will not engage in outside employment which, in the Chief's judgment may in any way hinder their impartial performance of their public duties or impair their efficiency to the public.

29.2 Secondary outside employment shall not be acceptable if any of the following conditions apply or develop:

(a) Where secondary employment (which does not include third party details) would extend beyond 30-hours a week, not including vacation weeks.

(b) Where the nature or place of employment might, in the Chief's judgment, bring disfavor on the Police Officer or Town.

(c) Where secondary employment would involve the Police Officer's appearance in Town uniform, involve use of Town equipment or in any manner be considered, in the Chief's judgment, as a conflict of interest with the Police Officer's Town position.

(d) Where the secondary employment has an adverse effect on the Police Officer's sick leave record, or days off.

(e) Where secondary employment impairs the Police Officer's ability to discharge the duties and responsibilities of his Town job.

(f) Where the secondary employment would, in the Chief's judgment, create the appearance that the Police Officer might be using his Town position to influence his outside employment. The Chief's judgment shall not be exercised in an arbitrary or capricious manner.

29.3 Police Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Town of Nantucket. All Police Officers are subject to call at any time for emergencies, special assignments or overtime duty, and no secondary employment may infringe on this obligation.

ARTICLE 30 - UNION CHECK-OFF

30.1 PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Pursuant to General Law Chapter 150E, Section 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.

30.2 If a Regular full-time Police Officer or Regular part-time Police Officer, submits to the Town Treasurer a uniform authorization form 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 Police Officer's payroll check. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

30.3 All authorizations by any Police Officer must be in uniform form, supplied by the Union and signed by the Police Officer from whose wages such Union dues will be deducted. Such authorization shall remain in effect until revoked by the Police Officer, 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 Police Officer to the Town Treasurer, with a copy to the Union not morethan 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 Police Officer, the Police Officer 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.

30.4 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.

30.5 No dues shall be deducted from any Police Officer who is on authorized check-off if said, Police Officer is not on the payroll during the week in which the deduction is to be made, or when the dues exceed the pay check.

30.6 The Town assumes no responsibility for the consequences of any Police Officer'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 Police Officer, and the mailing of such deducted monies 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.

30.7 The Town shall not remove any Police Officer from employment because of failure to pay Union dues.

30.8 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 instituted against the Town or its personnel on account of payroll deductions under this Article.

ARTICLE 31 - POLITICAL ACTIVITY

31.1 No Police Officer shall engage in any political activity while in uniform or on duty, nor shall he/she campaign for any office or person using or inferring that he/she is campaigning as a Police Officer or for the Police Department.

31.2 Any Police Officer choosing to become a candidate for any partisan office (elective or appointed) will be expected to first leave the service of the Police Department, unless such elective/appointed office is specifically permissible under a statute of the Commonwealth of Massachusetts.

31.3 No Police Officer will hold any dual position which is a conflict of interest, or which exposes the Police Officer to confidential information relative to policies and procedures regulating working conditions and wage scales of the Town employees.

31.4 Nothing in this Article shall prevent this Union as a whole, or its membership representing the Union, from offering its political support to any candidate for public office, provided such support does not violate Section 1 of this Article.

ARTICLE 32 - DURATION OF AGREEMENT

32.1 This Agreement shall be effective as of JULY 1, 2008 and shall continue in full force and effect until JUNE 30, 2011 and thereafter be automatically renewed from year to year, unless by January 2011 or by January of any renewal year thereafter, either party notifies the other party in writing of its desire to change, amend, or terminate the terms or conditions thereof.

32.2 During the course of negotiations for amendment or renewal of this Agreement, all terms and conditions herein set forth shall continue in effect until a new Agreement is reached.

SIGNED this 6th day of April, 2009.

TOWN OF NANTUCKET,
Board of Selectmen

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

MASSACHUSETTS COALITION OF POLICE,
NANTUCKET LOCAL UNION 330,
IUPA, AFL-CIO

BY: _____

BY: _____

BY: _____

APPENDIX A

ALCOHOL AND CONTROLLED SUBSTANCES TESTING POLICY AND PROCEDURES

1.0 POLICY

It is the policy of the Nantucket Police Department that the use of controlled substances by employees who are on duty is prohibited. This policy incorporates any off duty use or misuse of alcohol or controlled substance that results in a positive alcohol or controlled substances test while on duty. With the noted exception of alcohol use in a investigative capacity, sanctioned by the Nantucket Police Department and or District Attorney's office. Transportation and evidentiary possession of controlled substances and alcohol, by a police officer, on active duty is allowed in accordance with Department Regulations.

2.0 DEFINITIONS

2.1 Alcohol:

The intoxicating agent in a beverage alcohol, ethyl alcohol, or other low molecular alcohol including methyl and isopropyl alcohol.

2.2 Alcohol Concentration:

Also called alcohol content, the alcohol in a volume of breath as indicated by an evidential breath test such as a breathalyzer, expressed in terms of grams of alcohol per 210 liters of breath.

2.3 Alcohol Use:

The consumption of any beverage, mixture or preparation, including any medications, containing alcohol.

2.4 Breath Alcohol Technician:

(BAT) An individual who instructs and assist individuals in the alcohol testing process and operates an evidential breath testing devise. (EBT)

2.5 Confirmation/Confirmatory Test:

In alcohol testing, a second test which follows a screening test with a result of 0.04 grams or greater of alcohol per 210 liters of breath, that provides quantitative data of alcohol concentration.

For controlled substance testing, a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen and

that uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

2.6 Controlled Substance:

In this policy the terms "drugs" and "controlled substances" are interchangeable and have the same meaning unless otherwise provided. These terms shall include marijuana, cocaine, opiates, including heroine, phencyclidine (PCP), and amphetamines, including methamphetamine.

2.7 Controlled Substance Screening/Testing:

This is a procedure to screen and/or test urine samples for the purpose of detecting the presence of amphetamines, cocaine, metabolites, opiate metabolites, including heroine, phencyclidine, and marijuana metabolites.

2.8 Permanent Full-time Police Officer:

Those employees covered by the collective bargaining agreement between the Town of Nantucket and the Massachusetts Coalition of Police, Nantucket Local Union 330, IUPA, AFL-CIO.

2.9 Evidential Breath Testing Device:

(EBT) Is a devise approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath.

2.10 GC/MS:

Is a gas chromatography/mass spectrometry test that confirms an initial drug screen.

2.11 Laboratory:

Is a federal Department of Health and Human Services certified laboratory authorized by the Department to perform controlled substances screening/testing.

2.12 Medical Review Officer:

(MRO) A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Department's controlled substances testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

2.13 **On Duty:**

Is that period of time which constitutes a police officer's work day, or when he or she has been recalled to work.

2.14 **Refuse to submit to an alcohol or controlled substance test:**

A police officer refuses to submit to testing when he or she:

(a) fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing; or

(b) fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing; or engages in conduct that obstructs the testing process.

2.15 **Screening Test:**

(screen or initial test) In alcohol testing, it is the initial procedure to determine if the police officer has a prohibited concentration of alcohol in his or her system. In controlled substances testing, it is an immunoassay screen to eliminate "negative" urine specimens from further consideration.

2.16 **Split Specimen/Sample:**

For controlled substances testing, it is a collection of urine divided into two containers for testing and re-testing purposes.

2.17 **Substance Abuse Professional:**

(SAP) Is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychiatrist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

3.0 APPLICABILITY

This policy and procedure is, therefore, applicable to all permanent full-time police officers, regular part-time police officers, summer special police officers in the Nantucket Police Department and to applicants to such positions.

4.0 ALCOHOL and CONTROLLED SUBSTANCES PROHIBITIONS

4.1 **Alcohol Prohibitions:**

Police officers are prohibited from using alcohol while on duty and with in four hours of going on duty. With the exception of special investigative assignments where alcohol use

is necessary to facilitate an undercover assignment in accordance with Department Regulations.

4.1.1 A police officer shall not:

(a) use alcohol while on duty;

(b) report for duty or remain on duty within four hours of having consumed alcohol;

(c) report for duty or remain on duty with an alcohol concentration of 0.04 or greater.

4.2 Control Substance Prohibitions:

This policy prohibits police officers from reporting for duty or remaining on duty when the police officer uses any controlled substances, except when the use is pursuant to the instructions of a physician. The Department may require a police officer to inform his or her supervisor of any therapeutic drug use by the police officer.

4.2.1 A police officer shall not:

(a) Report for duty or remain on duty while using any controlled substance, except when a physician has prescribed a substance which does not adversely affect the police officer's ability to work.

(b) Report for duty, remain on duty, or perform a safety-sensitive function, if he or she has tested positive for controlled substances.

5.0 TESTING

There are five situations in which a police officer shall be tested for the presence of controlled substances and/or alcohol in his or her system. They are: (1) pre-employment testing, (2) reasonable suspicion testing, (3) random testing, (4) return to duty or work testing, and (5) follow-up testing.

5.1 Pre-Employment Testing:

Prior to a police officer being hired by the Department, he/she shall undergo testing for controlled substances. The police officer shall not begin work until the employer has received a verified negative test result from the medical review officer for the controlled substances test.

5.2 Reasonable Suspicion Testing:

The employer shall require a police officer to submit to an alcohol test and/or controlled substances test when a supervisor or department representative has reasonable suspicion to believe that the police officer has violated the Department's prohibitions concerning

the use or possession of alcohol and/or controlled substances. The supervisor or department representative shall base his or her determination that reasonable suspicion exists to require the police officer to undergo an alcohol test and/or controlled substances test on specific, contemporaneous, articulable, observations concerning the appearance, behavior, speech or body odors of the police officer. The observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor or department representative making the observations shall document in writing the specific facts, symptoms, or observations which form the basis for his or her reasonable suspicion

5.2.1 The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the police officer.

5.2.2 Alcohol testing is authorized under the reasonable suspicion testing section only when the observations required to make the determination (See 5.3, supra) that reasonable suspicion exists are made during, just preceding, or just after the period of the work day that the police officer is required to be in compliance with the alcohol prohibitions.

5.2.3 If reasonable suspicion alcohol test is not administered within 2 hours following the observations, the supervisor or department representative shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. If the test is not administered within 8 hours of the observation, the employer shall cease to attempt to administer the test and make a record of the reasons why the test was not administered within 8 hours.

5.2.4 The Department will not take action against any police officer based solely on the police officer's behavior and appearance with respect to alcohol use, unless and alcohol test was administered or the police officer refused to be tested. This does not prohibit the Department with independent authority from taking any action otherwise consistent with law or Department or department policy.

5.2.5 The supervisor or department representative making the determination that reasonable suspicion exists to conduct an alcohol test and/or controlled substances test must have received 60 minutes of training on alcohol misuse and 60 minutes of training on controlled substances use.

5.3 Random Testing:

Random controlled substance testing, while on duty, may be administered on a certain percentage of police officers each year. Random controlled substances testing may be administered at a maximum annual rate of 25% of the average number of employees eligible to be tested. Random controlled substances testing will be unannounced and spread reasonably throughout the calendar year.

The random selection process will ensure that each employee has an equal chance of being tested each time selections are made.

5.4 **Return to duty Testing:**

Before a police officer returns to duty after engaging in prohibited conduct concerning alcohol, the police officer shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Before a police officer returns to duty after engaging in prohibited conduct concerning controlled substances, the police officer shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substance use.

5.5 **Follow-up Testing:**

Following a determination by a SAP that a police officer is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the police officer shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the SAP. The police officer shall be subject to a maximum of 6 follow-up controlled substances and/or alcohol tests in the first 12 months. The follow-up testing may continue for up to 48 months from the date the police officer returns to duty.

5.6 **Refusal to be tested:**

When the police officer refuses to be tested, the police officer is treated the same as if he or she had received a positive test result. A police officer refuses to submit to testing when he or she:

(a) fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing; or

(b) fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing; or

(c) engages in conduct that obstructs the testing process.

6.0 **SCREENING/TESTING PROCEDURES**

6.1 A copy of these procedures shall be given to all police officers.

6.2 When reasonable suspicion testing, follow-up testing or return-to-duty testing is authorized, at least one supervisor shall accompany the police officer to the collection site.

6.3 When random testing is authorized, a supervisor may, but is not required, to accompany a police officer to the collection site.

6.4 When an on duty police officer has been identified for testing, the police officer will be instructed to proceed as soon as reasonable to the designated collection site. Once the police officer has been notified to take a test, unless he or she is hospitalized, no sick or other leave may be authorized until the collection process is completed.

6.5 At the collection site, police officers are required to present photo identification.

6.6 When alcohol testing is required or authorized, a saliva or breath test shall be administered by the collector also known as Breath Alcohol Technician (BAT) to detect the presence of alcohol.

6.6.1 Initial and confirmatory tests may only be administered with devices meeting the requirements of the National Highway Traffic Safety Administration's (NHTSA's) Model specifications for Alcohol Screening Devices.

6.6.2 An alcohol screen with a result of 0.04 grams/210 liters or greater shall be followed by a confirmation test that provides quantitative data of alcohol concentration.

6.6.3 A police officer shall follow the instructions of the BAT and shall not eat, drink, put any object or substance into his or her mouth, and, to the extent possible, not belch during the waiting period before the confirmation test.

6.6.4 A confirmatory alcohol test shall not be conducted in less than 15 minutes nor more than 20 minutes from an alcohol screen with a result of 0.04 grams/210 liters or greater.

6.6.5 If the police officer is unable to provide a sufficient amount of breath after reasonable attempts to do so, testing shall be discontinued and the appropriate Department official notified. The police officer shall be directed to obtain, as soon a practicable, an evaluation from a licensed physician, who is acceptable to the Department, concerning the police officer's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the police officer from providing an adequate amount of breath, the police officer's failure to provide an adequate amount of breath shall not be deemed to be a refusal to take the test. The physician shall provide the Department with a written statement of his /her conclusion.

6.7 When a controlled substances test is required or authorized, a test of the police officer's urine will be done to detect the presence of amphetamines, cocaine metabolites, opiate metabolites (including heroine), phencyclidine, and marijuana metabolites.

6.7.1 To deter dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so that the reservoir of the water in the toilet bowl always remains blue. There shall be no other source of water in the enclosure where urination occurs.

6.7.2 The collection site person shall ask the police officer who is to be tested to remove any

unnecessary outer garments, such as a coat, that might conceal items of substances that could be used to tamper with or adulterate the police officer's urine. The police officer may retain his or her wallet, but not briefcase or purse.

6.7.3 The police officer may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allow for individual privacy. In the exceptional event that there is an immediate requirement for specimen collection, (e.g. an accident investigation), a public rest room may be used, providing the person collecting the specimen is of the same gender as the police officer being tested and accompanies the police officer into the rest room and ensures the integrity of the collection process.

6.7.4 The police officer's urine specimen shall be divided into two containers by the collection site person in the police officer's presence. The two samples, called "primary" and "split" shall be sent for testing to a laboratory certified by the Department of Health and Human Services.

6.7.5 The initial controlled substance screening shall be by enzyme immunoassay techniques test (EMIT) which shall be administered at a Department approved laboratory at Department expense. If this initial screen yields a positive result, a GC/MS will be conducted at Department expense on the original split urine sample provided by the police officer.

(a) In the event that an officer receives a positive result, he/she may request an independent test. The independent test will be performed under the same or more stringent procedures as the original test. The officer will inform the union representative and the chief, in writing, of his /her intent to seek the test. The officer will be responsible for any costs associated with the independent test.

(b) An officer requesting an independent test will be placed on administrative duty pending the outcome of said test.

(c) If the result of the independent test is negative, the officer shall be reimbursed. for the costs of the test and shall be paid for any overtime or details that he/she would have been eligible to perform pursuant to the collective bargaining agreement. In addition, the officer's file shall be expunged of the prior positive test result that led to the independent test.

6.7.6 The minimum levels for positive controlled substance test results are:

DRUG GROUP	Initial EMIT Screen (ng/mL)	Confirmatory GC/MS Test (ng/mL)
Amphetamines	1000	
Amphetamine		500
Methamphetamine		500*

Cocaine Metabolites	300	150**
Opiate Metabolites	300	
Morphine		300
Codeine		300
Phencyclidine	25	25
Marijuana Metabolites	50	15***

* Specimen must also contain amphetamine at a concentration of greater than or equal to 200ng/mL.
** Benzoylecgonine
*** Delta-9-tetrahydrocannabinol-9-carboxylic acid

6.7.7 If the police officer is unable to provide a sufficient amount of urine the MRO shall immediately refer the police officer for a medical evaluation to determine whether the police officer's ability to provide a specimen is genuine or constitutes a refusal to test. If the MRO makes a determination after the completion of the examination that the police officer is able to provide a sufficient urine sample, the police officer's refusal to do so shall be considered to be a refusal to test.

6.7.8 The results of a positive EMIT controlled substances test shall be confirmed by GC/MS testing and sent to the MRO for review. The MRO verifies the positive result after review with the police officer. The MRO shall notify the police officer, that he/she has 72 hours from such notification to request a re-test from the split sample at another laboratory certified by the Federal Department of Health and Human Services. The re-test shall be at the police officer's own expense. The MRO shall coordinate the re-testing of police officers.

7.0 CONSEQUENCES OF PROHIBITED CONDUCT

Police officers facing disciplinary action under this section shall have all rights to a hearing and union representation provided in the applicable collective bargaining agreement between the union of which the police officer is a member and the Town.

7.1 A police officer who violates the alcohol prohibitions by having a confirmed alcohol test of .04 or more grams/210 liters and/or violates the controlled substance prohibitions with a verified positive result from a controlled substance test shall be suspended without pay for 15 working days. A second violation with a confirmed alcohol test of .04 grams/21 0 liters or more or a second violation of the controlled substance provisions herein with a verified positive test result from a controlled substances test may result in discharge.

7.2 All applicant, including a police officer being promoted, may not receive the appointment/promotion if he/she receives a positive test result from a controlled substances test if said substance has not been prescribed by a doctor or is not an over-the-counter drug.

7.3 A police officer who violates the prohibition against possession of alcohol or controlled. substances while on duty shall be suspended without pay for 15 working days. A second violation may result in discharge. Except where possession of controlled substances and use of alcohol is allowed under section 1.0.

8.0 CONFIDENTIALITY REQUIREMENTS and RECORDS RETENTION

The Department shall maintain records of all alcohol and controlled. substances test and their results in accordance with all applicable federal, state, and local laws and regulations.. The Department shall implement procedures to prevent the unauthorized disclosure or distribution of these records including the results of alcohol and controlled substances tests.

9.0 EMPLOYEE ASSISTANCE PROGRAM

A police officer may request a referral to an Employee Assistance Program (EAP) for assessment, counseling and/or rehabilitation at any time. Participation in the Employee Assistance Program is voluntary, subject to the following:

9.1 Disciplinary action based on a violation of the alcohol and controlled substances prohibitions is not suspended by a police officer's participation in the EAP.

9.2 When a police officer violates an alcohol or controlled substance prohibition, the police officer must be evaluated by a substance abuse professional (SAP) designated by the Department who shall determine what assistance, if any, the police officer needs in resolving problems associated with alcohol misuse and/or controlled substance use. The police officer may not take a return-to-duty drug or alcohol test until: (1) completion of a treatment program suggested by the SAP; and, (2) a determination by the Department, in conjunction with a recommendation by the SAP, that the police officer is fit for duty. The Town's Insurance will cover the police officer for 60 days.