

# POLICE UNION CONTRACT

Massachusetts Coalition of Police - Local 150



Agreement between the Douglas Police Officers Association and the Town of Douglas

Effective: July 1, 2024 thru June 30, 2027

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## **1. PERSONS COVERED BY THE AGREEMENT**

The Town of Douglas (hereinafter, the "Town") recognizes Local 150 of the Massachusetts Coalition of Police, I.U.P.A., AFL-CIO, (hereinafter, the "Union") as the exclusive representative of all Police Sergeants and Patrol Officers (Regular, Full Time) of the Douglas Police Department, (hereinafter, the "Department"), for purposes of collective bargaining relative to wages, hours, and other conditions of employment.

## **2. NON-DISCRIMINATION**

2.1. The Town and the Union, (hereinafter collectively referred to as the "Parties"), agree that they shall not discriminate, or foster or otherwise encourage, any discrimination against any member of the Union on the basis of race, religion, creed, ethnic origin, sex, age, handicap, marital status, parental status, sexual orientation, or status as a member or non-member of the Union and any other protected category identified by applicable state and/or federal law, as amended, provided that all persons covered by this Agreement shall be able to perform all of the essential functions of their respective position(s) as detailed in the attached job descriptions, found in Appendix A.

2.2. The Parties agree further that they will work mutually toward resolution of any discriminatory practice, if any, which may be brought to their attention.

## **3. EMPLOYEE RIGHTS AND REPRESENTATION**

3.1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist and join the Union shall be recognized as extending to participation in the management of the Union, and acting for the Union in the capacity of a Union Officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Department to any other appropriate authority or official.

3.2. Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with any such group or organization which would violate any rights of the Union under this Agreement.

Further, no Department official, representative, agent or employee of the Town shall:

- Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
- Interfere with the formation, existence, operations, administration or negotiations of the Union;
- Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement;
- Discriminate against any employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations or conferences as part of the Union, or on his/her own behalf; or,
- Refuse to meet, negotiate, or confer on matters with officers or representatives of the Union.

3.3. The members of the Union Bargaining Committee, not to exceed three (3), who are scheduled to work a tour of duty during the Collective Bargaining Negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract or supplements.

3.4. Union Officers and Grievance Committee Members, not to exceed three (3), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievance(s) with the employee or others involved, to participate in any grievance step as described in GRIEVANCE PROCEDURES hereof, or in arbitration proceedings arising from said GRIEVANCE PROCEDURES. Officers or Grievance Committee Members who work with any night platoon may have their hours and/or schedule of work accordingly adjusted to effectuate the purpose of this section.

3.5. Union Officers and Grievance Committee Members shall be permitted to discuss official Union business with employees during work provided such discussion does not interfere with Department business, and shall be permitted to discuss such business with the Chief of Police (hereinafter, the Chief) at all mutually convenient times.

3.6. Union Officers, Representatives, or Grievance Committee Members, up to a maximum total of three (3) in any one instance, shall be granted leave of absence, without pay, but with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, Town Meetings, the General Court or other public body, subject to the reasonable discretion of the Chief.

#### **4. DEDUCTION OF DUES AND AGENCY FEES**

4.1. The Town shall, subject to the provisions of MGL Chapter 150E, deduct Union Dues, and/or assessments upon receipt of a signed authorization card from the members of the Union. The Town shall forward to the Treasurer of the Union such deductions each month.

#### **5. NO STRIKE CLAUSE**

No employee covered by this Agreement shall engage in, endure or encourage any strike, work stoppage, slow down or withholding of services to the Town.

#### **6. MANAGEMENT RIGHTS**

6.1. Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction of the Town's business, except where such rights are specifically modified or abridged by the terms of this Agreement.

6.2. Unless an expressed, specific provision of the Agreement or applicable law provides otherwise, the Town, acting through the Town Administrator, Board of Selectmen, Chief, or other appropriate officials as may be authorized to act on their behalf, retains all of the rights and responsibilities it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department.

6.3.0 By way of example, but not limitation, subject to the terms of this Agreement and applicable law, management retains the following rights:

- To determine the mission, budget, and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of the Department;
- To determine the number, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility;
- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote, and assign employees;
- To transfer, temporarily reassign, or detail employees to other shifts, or other duties;
- To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- To determine the policies affecting the hiring, promotion, and retention of employees, after consultation with the Union;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- To lay off employees in the event of lack of funds or under conditions where the Town believes that continuation of work would be less efficient, less productive, or less economical;
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned, not inconsistent with the provisions of this Agreement;
- To take whatever action may be necessary to carry out its responsibilities in situations of emergency;
- To enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate, subject to fulfilling its bargaining obligations;
- To suspend, demote, discharge, or take other disciplinary action against employees for just cause.

6.3 Management also reserves the right to decide whether, when and how to exercise its prerogatives. Accordingly, the failure to exercise any right, whether or not enumerated in the Agreement, shall not be deemed a waiver.

6.4 The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which this Agreement is silent the Town retains the right to make changes, but only after prior bargaining with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

6.5 Management reserves the right to assign police duties consistent with an individual's training and ability, regardless of whether the exact duty is listed in a written job description.

## **7. APPOINTMENTS**

Appointments to the Police Department shall be on a three (3) year basis, with the exception of the first appointment, which shall be for one (1) year. An employee shall serve a probationary period for the first twelve (12) months of full-time employment. If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by him/her is not satisfactory to the appointing

authority, he/she may, prior to the end of such probationary period, give such employee written notice to that effect, stating the particulars wherein his/her conduct or capacity or the character or quality of his/her work is not satisfactory, whereupon his/her employment shall terminate.

## **8. SENIORITY**

8.1. The length of service of an employee as of the date of hire as a Patrol Officer Regular Full Time shall determine the Seniority of the employee.

8.2. The principle of Seniority shall govern and control in all cases within the bargaining unit, transfer, decrease or increase in the work force as well as preference in assignment to shift work and choice of vacation period and in any other matter which preference is a factor.

8.3. Under no condition will Seniority be the sole determining factor for promotions within the Department.

## **9. SHIFT BIDDING**

9.1. Employees, Regular Full-Time, covered by this Agreement, shall have the opportunity to select their shift assignments, based upon seniority, within their respective ranks. Shift Assignments shall be for a period of three (3) months. A sheet indicating the available shifts for the upcoming months, shall be posted on the Police Department bulletin board at least thirty (30) days prior to the next shift change.

9.2. Shift Bidding shall take place every three (3) months, and new shift assignments will commence in July, October, January and April of each year. Employees are required to sign the bidding sheet indicating their choice of shift assignment. Any employee who fails to sign the bidding sheet within the allotted time shall be deemed to have no shift preference and shall be assigned to the remaining shifts by the Chief of Police. The Town and the Union have agreed to maintain this practice in good faith for the duration of this Agreement. The Union acknowledges the Town's intention with regard to specialized positions, and has agreed to discuss provisions, and, or addendums to this section, upon the resolution of pending issues with regard to available funds and additional manpower.

## **10. JOB POSTINGS AND PROMOTIONS**

Whenever a job opening occurs or a new position is created, excluding outside work, a notice of such opening shall be posted on all Bulletin Boards for two (2) weeks. During this period, Employees who wish to apply for the open position or job may do so. The application shall be in writing and it shall be submitted to the Chief of Police.

## **11. PERSONNEL ACTION**

No employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause.

## **12. GRIEVANCE PROCEDURES**

Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents (inclusive of the Chief) or the Union and the Town or its agents (inclusive of the Chief)

concerning the working conditions, hours of work, wages, fringe benefits or rates of pay referred to or specified in this Agreement, may be processed as a grievance under the following procedures:

STEP #1: The aggrieved employee and/or the Union shall first notify the Chief in writing regarding the nature and facts of the event(s) giving rise to the grievance within five (5) calendar days of its/their occurrence and request a meeting. The Chief shall meet and attempt to resolve the grievance within five (5) calendar days of receipt of the employee's notification. An employee filing a grievance in this step may request to have a Union Representative present.

STEP #2: If a satisfactory solution is not achieved under STEP #1, the employee and/or Union shall submit the nature and facts of the grievance in writing to the Town Administrator within five (5) calendar days of the Chief's decision. The Town Administrator will meet with the employee, Chief, and Union, if requested, within ten (10) calendar days of receiving the grievance and will render a decision in writing within five (5) calendar days. If there is no satisfactory adjustment at STEP #2, the grievance may be submitted to STEP #3.

STEP #3: In the event that the grievance is not settled in STEP #2, it may be submitted to arbitration within fifteen (15) calendar days of the Town Administrator's denial or failure to respond. The arbitration shall be conducted in compliance with the rules of the American Arbitration Association. Each of the Parties shall be responsible for half of the cost of such arbitration. The decision of the arbitrator shall be binding on both parties.

### **13. HOURS OF WORK**

13.1. A shift or tour of duty shall consist of eight (8) consecutive hours. The work week shall consist of four (4) consecutive days worked and two (2) consecutive days off in a period of six (6) consecutive days, and shall not exceed a yearly average of thirty-seven and one third (37 1/3) hours per work week, except for the purpose of attending training schools as from time to time will be required. Shifts will be bid by seniority and rank. The length of each bidding cycle will be three (3) months.

13.2. The work schedule for all employees will be made out by the Chief or his/her designee and posted fourteen (14) days in advance. The Chief or his/her designee reserves the right to alter the work schedule in the event of valid emergency, as determined by the Chief in his/her sole discretion.

13.3. The shifts for the work schedule referred to above shall be as follows:

- 7:00 AM to 3:00 PM: "1" Shift
- 3:00 PM to 11:00 PM: "2" Shift
- 11:00 PM to 7:00 AM: "3" Shift
- 7:00 PM to 3:00 AM: "4" Shift
- 11:00 AM to 7:00 PM: "5" Shift

### **14. OVERTIME**

14.1. Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1.5) times their regular rate of pay for all hours worked in addition to the hours required by the posted schedule, and all time worked before or after any scheduled work shift of at least eight (8) hours.

14.2. Hours worked on Special Details shall not be counted in determining the number of hours worked for overtime purposes.

14.3. Overtime shifts will be assigned on a seniority and rank basis whenever possible, according to a pre-posted list of full-time officers, established by the Chief or his designee.

14.4. Overtime shall be distributed as equitably as practicable, except that in an emergency the rotation may be bypassed.

14.5. Time off in lieu of the payment of overtime may be requested by the employee and may be permitted by the Chief. Such permission shall not be unreasonably withheld.

14.6. Time off in lieu of payment of overtime at one and one half (1.5) times the hours owed must be taken in the fiscal year earned and if not taken, then payment for said hours will be made in the last pay period of said fiscal year.

#### **15. CALL BACK**

Full time officers will receive a minimum of three (3) hours of pay at the applicable overtime rate when working "call back" time. "Call back time" is defined as involuntary, unscheduled overtime when an officer is called in to work more than one hour early or held over on a shift for more than one hour.

#### **16. COURT TIME**

Any member of the Union required to be present in court on his/her own time to testify, representing the Department, in any court action shall be compensated at one and one half (1.5) times his/her straight-time hourly rate of pay for such time as his/her presence is required, which in no event shall be less than four (4) hours, provided that it has been certified to the Chief, or his/her designee, that the acceptance of any witness fee has been waived. Members shall be reimbursed for tolls and parking fees incurred in connection with court time.

#### **17. BASE RATES OF PAY**

17.1. The Parties agree that the calculation of base rates of pay in the Department is based upon a fixed percentage increase from one step to the next as an employee advance in time served and rank. These ratios are as follows:

- From probationary officer to Step 1 patrol officer: + 11.40%
- From Step 1 patrol officer to Step 2.5: + 6.00%
- From Step 2.5 patrol officer to Step 4: + 2.25%
- From Step 4 patrol officer to Step 5: + 2.25%
- From Step 5 patrol officer to Step 10: + 2.25%
- From Step 10 patrol officer to Step 15: + 3.00%
- From Step 15 patrol officer to step 20: + 3.00%
- From Step 20 patrol officer to Step 25: + 4.00%
- From Step 25 patrol officer to Step 30: + 4.00%
- Probationary Sergeant versus Step 10 patrol: +11.00%
- Step 1 Sergeant versus Step 10 patrol: +13.00%

• Step 2.5 Sergeant versus Step 10 patrol:	+15.00%
• Step 4 Sergeant versus Step 10 patrol:	+17.00%
• Step 15 Sergeant versus Step 15 patrol:	+17.00%
• Step 20 Sergeant versus Step 20 patrol:	+17.00%
• Step 25 Sergeant versus Step 25 patrol:	+17.00%
• Step 30 Sergeant versus Step 30 patrol:	+17.00%

17.2. Accreditation and re-accreditation step increases: The Town recognizes that accreditation is an outstanding achievement for the Department. In addition to being proof of the extraordinary level of professionalism of employees, accreditation may help the Department recruit new employees, lower the Town's risk exposure, and likely reduce the Town's potential training and certification expenses arising from proposed statewide changes in those requirements. Therefore, the Parties have agreed that merit step increases will be added permanently to the base pay rate as accreditation milestones are achieved, as follows:

The Town shall award a permanent step increase of 2.25% to the base rate in the first full fiscal year immediately following re-accreditation of the Douglas Police Department. It is the understanding of the Parties that re-accreditation typically occurs every three calendar years.

17.3. The Parties agree to the following Cost of Living Adjustment to be added to the base pay rate each year:

- FY 2025: Adjust FY 24 Compensation Chart as presented below effective July 1, 2024.
- FY 2026: Two percent (2.00%) COLA
- FY 2027: Two percent (2.00%) COLA

17.4. The Parties agree that the educational incentive provided for in this contract shall be pro-rated to a weekly addition to the weekly base salary of every qualified officer, reset every fiscal year to capture changes in the number of weeks that may occur in a fiscal year. The rates presented in Section 17.5 reflect this agreement.

17.5. The following chart summarizes the impact of these base rate changes for the duration of this Agreement. In the event of any minor discrepancies equal to or less than 0.00001% of the weekly rate for each pay grade arising from the implementation of the calculation formula for the base rates, the figures disclosed in the pay schedules below shall prevail. In the event of a larger discrepancy, the Parties agree to discuss the matter and amend the tables below with a written Memorandum of Understanding correcting any errors.

FY 2025 Weekly Rates, including COLA and Educational Incentive

Step	No Degree	Associates	Bachelors	Masters
PO-PR	\$ 1,240.40	\$ 1,317.03	\$ 1,374.50	\$ 1,431.97
PO-1	\$ 1,381.81	\$ 1,458.44	\$ 1,515.91	\$ 1,573.38
PO-2.5	\$ 1,464.72	\$ 1,541.35	\$ 1,598.82	\$ 1,656.29
PO-4	\$ 1,497.67	\$ 1,574.30	\$ 1,631.77	\$ 1,689.25
PO-5	\$ 1,531.37	\$ 1,608.00	\$ 1,665.47	\$ 1,722.94
PO-10	\$ 1,565.83	\$ 1,642.46	\$ 1,699.93	\$ 1,757.40
PO-15	\$ 1,612.80	\$ 1,689.43	\$ 1,746.90	\$ 1,804.37
PO-20	\$ 1,661.19	\$ 1,737.82	\$ 1,795.29	\$ 1,852.76
PO-25	\$ 1,727.63	\$ 1,804.26	\$ 1,861.73	\$ 1,919.21
PO-30	\$ 1,796.74	\$ 1,873.37	\$ 1,930.84	\$ 1,988.31
SGT-PR	\$ 1,738.07	\$ 1,814.70	\$ 1,872.17	\$ 1,929.64
SGT-1	\$ 1,769.39	\$ 1,846.01	\$ 1,903.49	\$ 1,960.96
SGT-2.5	\$ 1,800.70	\$ 1,877.33	\$ 1,934.80	\$ 1,992.27
SGT-4	\$ 1,832.02	\$ 1,908.65	\$ 1,966.12	\$ 2,023.59
SGT-15	\$ 1,886.98	\$ 1,963.61	\$ 2,021.08	\$ 2,078.55
SGT-20	\$ 1,943.59	\$ 2,020.22	\$ 2,077.69	\$ 2,135.16
SGT-25	\$ 2,021.33	\$ 2,097.96	\$ 2,155.43	\$ 2,212.90
SGT-30	\$ 2,102.19	\$ 2,178.81	\$ 2,236.28	\$ 2,293.76

FY 2026 Weekly Rates, including COLA and Educational Incentive

Step	No Degree	Associates	Bachelors	Masters
PO-PR	\$ 1,265.21	\$ 1,341.55	\$ 1,398.80	\$ 1,456.05
PO-1	\$ 1,409.45	\$ 1,485.78	\$ 1,543.03	\$ 1,600.29
PO-2.5	\$ 1,494.01	\$ 1,570.35	\$ 1,627.60	\$ 1,684.85
PO-4	\$ 1,527.63	\$ 1,603.96	\$ 1,661.22	\$ 1,718.47
PO-5	\$ 1,562.00	\$ 1,638.34	\$ 1,695.59	\$ 1,752.84
PO-10	\$ 1,597.14	\$ 1,673.48	\$ 1,730.73	\$ 1,787.98
PO-15	\$ 1,645.06	\$ 1,721.39	\$ 1,778.65	\$ 1,835.90
PO-20	\$ 1,694.41	\$ 1,770.75	\$ 1,828.00	\$ 1,885.25
PO-25	\$ 1,762.19	\$ 1,838.52	\$ 1,895.77	\$ 1,953.03
PO-30	\$ 1,832.67	\$ 1,909.01	\$ 1,966.26	\$ 2,023.51
SGT-PR	\$ 1,772.83	\$ 1,849.17	\$ 1,906.42	\$ 1,963.67
SGT-1	\$ 1,804.77	\$ 1,881.11	\$ 1,938.36	\$ 1,995.61
SGT-2.5	\$ 1,836.72	\$ 1,913.05	\$ 1,970.30	\$ 2,027.56
SGT-4	\$ 1,868.66	\$ 1,944.99	\$ 2,002.25	\$ 2,059.50
SGT-15	\$ 1,924.72	\$ 2,001.05	\$ 2,058.31	\$ 2,115.56
SGT-20	\$ 1,982.46	\$ 2,058.80	\$ 2,116.05	\$ 2,173.30
SGT-25	\$ 2,061.76	\$ 2,138.09	\$ 2,195.35	\$ 2,252.60
SGT-30	\$ 2,144.23	\$ 2,220.56	\$ 2,277.82	\$ 2,335.07

FY 2027 Weekly Rates, including COLA and Educational Incentive

Step	No Degree	Associates	Bachelors	Masters
PO-PR	\$ 1,290.52	\$ 1,367.14	\$ 1,424.62	\$ 1,482.09
PO-1	\$ 1,437.63	\$ 1,514.26	\$ 1,571.73	\$ 1,629.21
PO-2.5	\$ 1,523.89	\$ 1,600.52	\$ 1,657.99	\$ 1,715.46
PO-4	\$ 1,558.18	\$ 1,634.81	\$ 1,692.28	\$ 1,749.75
PO-5	\$ 1,593.24	\$ 1,669.87	\$ 1,727.34	\$ 1,784.81
PO-10	\$ 1,629.09	\$ 1,705.72	\$ 1,763.19	\$ 1,820.66
PO-15	\$ 1,677.96	\$ 1,754.59	\$ 1,812.06	\$ 1,869.53
PO-20	\$ 1,728.30	\$ 1,804.93	\$ 1,862.40	\$ 1,919.87
PO-25	\$ 1,797.43	\$ 1,874.06	\$ 1,931.53	\$ 1,989.00
PO-30	\$ 1,869.33	\$ 1,945.96	\$ 2,003.43	\$ 2,060.90
SGT-PR	\$ 1,808.29	\$ 1,884.92	\$ 1,942.39	\$ 1,999.86
SGT-1	\$ 1,840.87	\$ 1,917.50	\$ 1,974.97	\$ 2,032.44
SGT-2.5	\$ 1,873.45	\$ 1,950.08	\$ 2,007.55	\$ 2,065.02
SGT-4	\$ 1,906.03	\$ 1,982.66	\$ 2,040.13	\$ 2,097.60
SGT-15	\$ 1,963.21	\$ 2,039.84	\$ 2,097.31	\$ 2,154.78
SGT-20	\$ 2,022.11	\$ 2,098.74	\$ 2,156.21	\$ 2,213.68
SGT-25	\$ 2,102.99	\$ 2,179.62	\$ 2,237.09	\$ 2,294.56
SGT-30	\$ 2,187.11	\$ 2,263.74	\$ 2,321.21	\$ 2,378.68

17.6. The Town will have the discretion, when hiring an employee from another Department (i.e., lateral transfer) to recommend the step level of pay the employee will receive from the Town of Douglas. The Chief may take into consideration the lateral officers years of experience as a police officer when determining the starting pay and other benefits provided for within the current CBA. Step/Salary and any other benefits will be clearly documented within the lateral transfer's conditional offer of employment and agreed upon by both parties prior to employment. In reporting employees' wages in the Annual Town Report, the Town agrees to separate the amounts received from the Police Budget and the amounts received from Private Duty Assignments if said breakdown is submitted by the Department and verified by the Town. Figures shall be submitted at the same time the Chief submits the Department's annual report.

**18. SHIFT DIFFERENTIAL**

18.1. In FY 2025, the following shift differentials shall apply:

- Each employee who works between the hours of 3:00 P.M. and 11:00 P.M. shall receive a shift premium of \$12.00 per shift;
- Each employee who works between the hours of 11:00 P.M. and 7:00 A.M. shall receive a shift premium of \$13.00 per shift; and
- Each employee who works between the hours of 7:00 P.M. and 3:00 A.M. shall receive a shift premium of \$12.50 per shift.

18.2. In FY 2026, the following shift differentials shall apply:

- Each employee who works between the hours of 3:00 P.M. and 11:00 P.M. shall receive a shift premium of \$12.00 per shift;
- Each employee who works between the hours of 11:00 P.M. and 7:00 A.M. shall receive a shift premium of \$13.00 per shift; and
- Each employee who works between the hours of 7:00 P.M. and 3:00 A.M. shall receive a shift premium of \$12.50 per shift.

18.3. In FY 2027, the following shift differentials shall apply:

- Each employee who works between the hours of 3:00 P.M. and 11:00 P.M. shall receive a shift premium of \$12.00 per shift;
- Each employee who works between the hours of 11:00 P.M. and 7:00 A.M. shall receive a shift premium of \$13.00 per shift; and
- Each employee who works between the hours of 7:00 P.M. and 3:00 A.M. shall receive a shift premium of \$12.50 per shift.

18.4. Shift differentials shall be a part of the employee's salary and be payable on Vacation, Sick Leave, Personal Days, and Holidays.

## **19. EDUCATIONAL INCENTIVE**

19.1. Each employee who obtains an Associate College Degree, or equivalent as described in the "Quinn Bill", in Law Enforcement, Criminal Justice, etc., shall receive four thousand dollars (\$4,000.00) compensation per year.

19.2. An employee, who obtains a Bachelor's Degree in Law Enforcement, Criminal Justice, etc., shall receive seven thousand dollars (\$7,000.00) compensation per year.

19.3. An employee who obtains a higher degree, (Master's, Doctorate, etc.) in Law Enforcement, Criminal Justice etc., shall receive ten thousand dollars (\$10,000.00) compensation per year.

19.4. The employee will notify the Chief the previous fiscal year in anticipation of obtaining a degree. Upon successful completion of the degree, the education incentive will start at the beginning of the recipients next full pay period.

19.5. Educational Incentive premiums will become part of the employee's weekly salary and added to the base weekly pay as presented in the compensation charts listed above.

19.6. Each employee who enrolls in a course related to Law Enforcement, Criminal Justice, etc., or an elective or general studies course required to complete a Law Enforcement, Criminal Justice, etc. or related degree, offered by an accredited institution, shall be reimbursed by the Town an amount not to exceed three thousand dollars (\$3,000) per year, per employee, upon achieving a grade of at least a C or in the case of a pass/fail class, a passing grade.

19.6.1 Employees are required to notify the Chief by December 1 of their intent to enroll in college course(s).

19.6.2 All classes to be taken by officers for which they will seek reimbursement need prior approval by the Chief.

19.6.3 Documentation of course enrollment, the grade earned, an invoice detailing the cost of the course, and a written request for reimbursement must be submitted to the Town Accountant.

## **20. LONGEVITY**

All regular, full-time employees covered by this agreement shall receive a longevity payment based upon the following schedule. The payment shall be paid to each employee upon the anniversary date he/she reaches each level, based upon years of service as of July 1st of each year.

*Longevity Payment Schedule*

<b>Years of Service</b>	<b>Benefit</b>
5-10 Years	\$600.00
10-15 Years	\$900.00
15 — 20 Years	\$1,100.00
20-25 Years	\$1,300.00
25 Years and Beyond	\$1,600.00

## **21. CLOTHING, CLEANING, AND EQUIPMENT**

21.1. The standard uniform for the Department will consist of the following list, which may be changed from time to time by mutual agreement of the Parties:

- Four (4) pairs of pants;
- Four (4) long sleeve shirts with department patch and flag sewn on;
- Four (4) short sleeve shirts with department patch and flag sewn on;
- Two (2) jackets - one (1) winter / one (1) spring;
- One (1) duty hat, Air Force type;
- One (1) raincoat, black/lime reversible;
- Three (3) badges, two (2) for jacket / one (1) for hat;
- One (1) name tag;
- One (1) pair of collar seals;
- One (1) duty belt with holster, ammo pouch, handcuff case, Billy ring, key holder, four (4) keepers and mace holder with mace (O.C.);
- One (1) pair handcuffs;
- One (1) pair footwear;
- One (1) duty weapon, as assigned or approved by the Chief;
- One (1) necktie (black);
- One (1) tie clasp;

21.2. Each regular full-time employee will receive \$1,700 in FY 2025, FY 2026, and FY 2027 for clothing, cleaning, and equipment, paid out in equal installments in the first full pay period of July and in the first

full pay period of January. Newly appointed employees who receive initial issuance of uniforms and equipment will not be eligible for the above clothing and equipment payments until the next fiscal year following their appointment date. Newly outfitted employees will be eligible for a cleaning allowance of \$150.00 in the first full pay period of active duty and \$150.00 six months after their first full pay period of active duty. In the case of a planned retirement or unexpected separation from the department, the clothing, cleaning and equipment payments will be pro-rated from the beginning of the Fiscal Year through the separation date.

21.3. The Town shall be responsible for replacing clothing, personal items and/or equipment damaged during the line of duty. The employee will be responsible for the routine maintenance of uniforms and equipment.

21.4. All uniform parts and equipment excluding boots will be turned into the Department upon termination of employment.

## **22. HEALTH AND WELLNESS**

The Town and Union agree to promote the physical well-being of all employees covered under this Agreement. The Town shall reimburse each employee up to \$475.00 each fiscal year for expenses incurred through membership fees or dues to a Health Club(s), Gym(s) or Fitness Program(s) or purchases(s) of home gym equipment. Home gym equipment will not include footwear, apparel, extended warranties, service plans or installation costs. All equipment purchases shall be preapproved by the Chief. The Town will make reimbursements after purchase and submission of invoices.

22.1 In the case of a planned retirement or unexpected separation from the department, membership fees will be pro-rated from the beginning of the Fiscal Year through the separation date.

## **23. Holidays**

23.1 The following shall be considered Holidays for purposes of this Agreement:

### **23.1.1 Holidays:**

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Patriots' Day;
- Memorial Day;
- Juneteenth;
- Independence Day;
- Labor Day;
- Columbus Day;
- Veterans' Day;
- Thanksgiving Day;
- Christmas Day;
- and one floating Holiday to be used at the employee's discretion.

23.2 For the purposes of this section, the "Holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. of each day listed in this section. In addition to the actual Holiday date the Town agrees to recognize any "Observed Holiday" that occurs when an actual Holiday date falls on a Saturday or Sunday.

23.3 Any State or National Holiday declared within the period of this Agreement shall be added to the present list of Holidays.

23.4 Employees whose system of beliefs or cultural practices emphasize Holidays not on the above list may, at the inception of employment, so declare to the Supervisor in writing and switch those days for specified days from the list, provided that the total number of Holidays shall not exceed thirteen (13).

23.5 Each full-time employee will be paid one day's pay for the above listed Holidays. Each full-time employee who works on the above listed days will be paid at the rate of one and one half (1.5) times his/her regular hourly rate, in addition to Holiday pay, or if the employee so chooses, he/she may receive his/her regular weekly compensation and an additional compensatory day off to be taken at the employee's discretion within that fiscal year. Officers who work the "Observed Holiday" when the actual Holiday falls on a Saturday or Sunday will be eligible for Holiday pay if they so choose. Officers will only be compensated for 1 day; either the actual Holiday or the "Observed Holiday", but in no case will they be eligible for Holiday pay on both days.

23.6 Holiday time may be taken at twenty-four (24) hours' notice in accordance with existing Department protocol.

#### **24. VACATIONS**

24.1 All employees who successfully complete the Field Training Program will receive 5 days of vacation at that time.

24.2 All employees who have more than one (1) year of service, but less than five (5) years of service, shall be entitled to ten (10) days' Vacation.

24.3 All employees who have more than five (5) years of service, but less than ten (10) years of service, shall be entitled to fifteen (15) days' Vacation.

24.5 All employees who have more than ten (10) years of service, but less than fifteen (15) years of service, shall be entitled to twenty (20) days' Vacation.

24.6 All employees who have more than fifteen (15) years of service, but less than twenty (20) years of service, shall be entitled to twenty-five (25) days' Vacation.

24.7 All employees with twenty (20) years or more of service shall be entitled to thirty (30) days' Vacation.

24.8 Vacations shall be picked by seniority and be requested and approved by the Chief prior to the posting of the schedule for the month in which the Vacation will occur. Vacations can only be canceled by the employee unless an emergency serious enough to preempt an authorized absence occurs.

24.9 Any denial of Vacation Time shall be in writing by the Chief to the employee. Vacation Time may be taken at 24 hours' notice in accordance with existing Department protocol.

24.10 Once approved, only the employee may cancel Vacation Time, unless the Chief or his/her designee determines that the Town is experiencing an emergency rising to the level of imminent threat of loss of life or catastrophic loss of property requiring extraordinary Police response. In that instance, if the employee is ordered to work, all travel, lodging and incidental expenses incurred by the employee as a result of complying with that order shall be reimbursed by the Town.

24.11 A full time employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation received for such active duty and his/her regular compensation from the Town, provided that the Town shall be limited to a period not to exceed two (2) weeks in any twelve (12) month period and shall not include payment to members of the National Guard who may be mobilized during any emergency in the Commonwealth.

24.12 In the event of the death of an employee during his/her employment, any Vacation Time earned and not used shall be paid to his/her designated beneficiary.

## **25. SICK LEAVE**

25.1 Each employee shall be allocated fifteen (15) days sick leave per year.

25.2 Each employee shall be allowed to accumulate his/her sick leave to a total of two hundred (200) sick days.

25.3 Each employee shall be allowed to borrow sick leave days from another employee. This policy shall be arranged and managed by the Union with agreement of the Chief.

25.4 Sick leave must be earned and cannot be paid in advance.

## **26. SICK TIME BUY-BACK**

26.1 At the time of retirement from the Department through the Worcester County Retirement, or presiding retirement system, an employee shall receive fifty percent (50%) of all accumulated sick leave at their straight time hourly rate of pay. This shall not exceed 50% of the maximum accumulated time of any fiscal year of the contract.

26.2 Sick time buy-back payouts shall be broken up into three installments as follows:

- First 1/3 with last pay check;
- Next 1/3 at the end of the first pay period after July 1 of the next fiscal year;
- Final 1/3 at the end of the first pay period after July 1 of the next following fiscal year.

26.3 The Parties understand and agree, that the pay-out schedule for an eligible member's sick time buy-back is a term of this contract, binding on the Town until the completion of the pay-out.

26.4 A retiring officer shall notify the Chief in writing by the end of December in the previous fiscal year of their intent to retire. If an employee fails to notify the Chief as stated above, chooses to retire unexpectedly, or is forced to retire due to injury or illness, the Town will make every reasonable effort to disburse the benefit as soon as possible after official retirement with the Worcester County Retirement Board. The Town shall have up to nine (9) months to begin to disburse the benefit to the retiree.

## **27. SICK INCENTIVE DAYS**

27.1 For the purposes of this section, Sick Incentive Days shall be awarded to employees according to the number of Sick Leave Days used by said employee during the fiscal year. The Incentive Days earned by an employee will be awarded on the following fiscal year and used in the same manner as compensation days awarded in lieu of extra pay for working a paid Holiday.

27.2 Sick time used as the result of a required quarantine based on federal or state guidelines shall not count as used sick time when determining the amount of sick incentive days being earned.

27.3 The following shall indicate the ratio of Sick Incentive Days earned:

Sick Leave Used	Incentive Days Earned
0	7
1	5
2 or more	0

## **28. INJURED ON DUTY LEAVE**

28.1 Injured on Duty Leave ("Injured Leave") shall mean that period of time during which an employee is entitled to receive compensation while incapacitated for duty as a result of an injury sustained in the performance of his/her duty, pursuant to MGL Chapter 41, Section 111F.

28.2 When an employee finds it necessary to be absent from his/her duties because of an injury sustained in the performance of duty, he/she or his/her agent shall immediately notify his/her superior officer or the Chief of such absence. The Town has the right to deny Injured Leave benefits to an employee who fails to give such notice. Notice under this section shall include the date, time, and place of said injury and the circumstances under which it was incurred. A notice of injury form must be completed by the employee or his/her superior officer each time a claim for Injured Leave benefits is made.

28.3 A Doctor's letter in connection with any claim for Injured Leave benefits must be provided to the Chief. The letter shall state the diagnosis of the injury, the expected period of disability, and the causal relationship between the employee's performance of his/her duties and the injury.

28.3 The Town Administrator shall have the authority to designate a physician to examine the employee and determine if the employee is incapacitated, and if such incapacity is due to a work-related injury once a claim for Injured Leave benefits is made by or on behalf of such employee. The Town Administrator shall also have the authority to designate a physician to conduct further examinations at any time he/she deems reasonable during the time period of incapacity to determine whether such incapacity continues

to exist and, if so, the expected period of incapacity. The Town agrees to pay for the cost of any examinations by the Town Designated Physician.

28.4 If the employee's physician and the Town Designated Physician disagree as to whether the employee is incapacitated and such incapacity is due to a work-related injury, they shall jointly designate a Physician agreeable to both who shall examine the employee and render a written medical opinion as to whether the employee is incapacitated due to a work-related injury, copies of which shall be transmitted by him/her to both the Town Designated Physician and the employee's physician. Pending receipt of such opinion, the Town will not require the employee to return to duty and shall pay him/her Injured Leave benefits. If the third Physician determines that the employee is fit to return to duty, or if the injury was not work related, the employee shall no longer be paid Injured Leave benefits. The opinion of the third Physician shall be final and binding unless reversed by arbitration. The expense of the third Physician shall be borne by the Town.

28.5 No Injured Leave benefits shall be granted for any period after an employee has retired or been pensioned in accordance with law, or for any period after a Physician, in accordance with the provisions set out above, determines that the employee's incapacity no longer exists.

## **29. LIGHT DUTY CLAUSE**

29.1 Work related injury: An employee who is on leave without loss of pay pursuant to Chapter 41, section 111 F of the Massachusetts General Laws may, with written approval of the employee's doctor and/or written approval from a physician designated by the town; and at the discretion of the Chief, may be required to perform limited duty on either a full time or part time basis, provided the Chief determines that there is limited duty available to be performed by such employee and orders such employee to do so. The Chief shall assign the officer to the officer's normally scheduled shift unless there is no appropriate work to be performed on that shift. In such case, the Chief will be able to assign the employee to an appropriate shift or limited duty necessary for the efficient implementation of this section.

29.2 Non-Work-related injury: An employee who is on leave due to a non-work-related injury, may with written approval from the employee's physician, be allowed to perform limited duty on either a full time or part time basis, provided the Chief, in the Chief's discretion, determines that there is limited duty available to be performed by such employee. The Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this section.

29.3 Limited/Light Duty Assignments: Limited/light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations; including, but not limited to: clerical, dispatching, training, investigative assistance, court work, school related work, public relations, inspections, or any similar limited or light duty task that may arise.

## **30. PERSONAL LEAVE**

30.1 Four (4) Personal Days per fiscal year shall be allowed to full time employees.

30.2 When feasible, each full-time employee shall request said leave one (1) day in advance.

30.3 The employee is not required to state any reason for taking a Personal Day.

30.4 Any denial of Personal Days shall be in writing by the Chief or his/her designee.

30.5 Such leave shall have no cash value and shall not be cumulative.

### **31. FUNERAL LEAVE**

In the event of a death of a spouse, father, mother, child, sister, brother, father-in-law, mother-in-law, grandparent or any person whether adopted, step, or foster, or grandchildren residing with the family of an employee, such employee shall be entitled to receive, exclusive of the day of death, up to four (4) days leave, without loss of pay or benefits.

### **32. PAYING POLICE DETAILS**

32.1 All regular full-time employees will signify in writing their desire to accept or decline Paying Police Details. A current file on this subject will be maintained at Police Headquarters and made available upon request of the Union.

32.2 Participation in Paying Police Details shall be voluntary. An employee may change his/her election to participate at any time, provided said notice is in writing.

32.3 The exchanging of paying details or the use of substitutes is permitted, provided that the officer of rank assigning details authorizes the re-assignment.

32.4 All assignments to paying details shall be made by an Officer of rank, designated by and responsible to the Chief. All Paying Police Details will be distributed to employees fairly and equitably as to the number of details, hours and compensation therefor.

32.5 Employees shall be given the maximum possible advance notice of paying detail assignments. Any employee who refused a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for the purpose of detail assignment as a detail actually worked under the heading "Detail Refusal" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such employees.

32.6 The officer of rank shall be responsible for recording all assigned paying police details and shall have such assignments posted on detail distribution forms daily for the attention of all employees. These forms shall be placed on a bulletin board at the Station, and shall include the employee's name, detail worked, name of person, firm, corporation or entity serviced, number of hours worked, type of detail, compensation received per detail, detail refusal and applicable dates.

32.7 Any person who performs a paying detail not officially assigned by such superior officer and recorded and reported as required by the Agreement will not be protected by the provisions of MGL Chapter 41, Sections 100 and 111 F as amended.

32.8 Any employee's claim that he/she has not received his fair share of paying details pursuant to the provisions of the article shall constitute a grievance under this Agreement.

32.9 Detail distribution forms shall be official records of the Department and shall be made available to the Union for its inspection and use upon its request.

32.10 Regular Full-Time employees (Patrol Officers and Sergeants) of the Police Department shall have the right of first refusal for all Paying Police Details.

32.11 No extra paid detail assignment shall be made until and unless the requesting organization or activity has agreed to the following rates of pay per employee:

- For the period of July 1, 2024 through June 30, 2027, the rate of compensation received for details worked for the Town of Douglas shall be fifty - five dollars (\$55.00) per hour for the first eight (8) hours of the detail, with a four (4) hour minimum, including weekends and holidays; and eighty-two dollars and fifty cents (\$82.50) per hour for each hour worked in excess of eight (8);
- For the period of July 1, 2024 through June 30, 2027, the rate of compensation received for details worked for vendors other than the Town of Douglas shall be sixty-five dollars (\$65.00) per hour for the first eight (8) hours of the detail, with a four (4) hour minimum, and ninety – seven dollars and fifty cents (\$97.50) per hour for each hour worked in excess of eight (8). Officers working a detail in excess of 8 hours will be paid a minimum of 12 hours as stated below. Details beginning at 5PM through 7AM on weekdays will be paid at ninety–seven dollars and fifty cents per hour (\$97.50). Hours between 5PM Friday and 7AM Monday, and Holidays, shall be paid at a rate of ninety – seven dollars and fifty cents (\$97.50) per hour, and one hundred forty – six dollars and twenty-five cents (\$146.25) per hour for each hour worked in excess of eight (8); officers working details in excess of 8 hours during this time frame will be paid a minimum of 12 hours.
- There shall be an additional five (\$5.00) dollars per hour for each detail worked at a location where alcoholic beverages are served.

32.12 Officers working details for outside agencies that last more than 4 hours, but less than 8 hours will be paid a minimum of 8 hours. Officers working details that last more than 8 hours but less than 12 hours will be paid a minimum of 12 hours for that detail. All hours worked in excess of 12 hours will be paid hour for hour. Details for town departments and functions will be paid the 4-hour minimum and hour for hour after the first 4 hours.

32.13 An employee engaged in performing an extra paid detail, so-called, for persons, firms, corporations, entities, or other Police Agency not under the jurisdiction of the Town of Douglas shall be paid at his/her own rate under this Agreement or other Agency's rate, whichever is the highest rate of pay.

32.14 If an officer accepts a paid detail and is unable to begin his/her assigned shift on time due to the detail being longer than anticipated, it will be the responsibility of the officer to make arrangements for shift coverage.

32.15 If personnel agree to cover for the detail officer, then said personnel will be paid for the time covered and the officer working the detail will only be paid for the exact/actual hours of work on that day.

32.16 If an officer accepts a paid detail and is unable to secure proper coverage, the officer will be required to arrive for duty at the assigned time regardless of the status of the detail.

32.17 Details for outside vendors will be paid for by the number of hours requested. For example; if a vendor requests an 8-hour detail and it ends in less than 4 hours; the officer will be compensated for the full 8 hours originally requested by the vendor.

### **33. POLICE ENFORCEMENT COURSES**

Officers covered by this agreement shall attend the mandated 32 hours of In-Service Training per year, and any other training mandated by statute to include, but not limited to, Firearms Training and other re-certifications as needed. When the Chief of Police schedules an Officer to attend a Training Program, the Officer will be paid for the normally scheduled hours of work he/she missed due to their absence for training.

### **34. MEALS POLICY**

The Town will reimburse employees for meals, in an amount not to exceed ten dollars (\$10.00), when the proper discharge of their responsibilities precludes their going home for a meal. The enforced absence must exceed four (4) hours. The expenditure must be authorized in advance by the officer in charge of that shift.

### **35. MISCELLANEOUS**

35.1 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, or order promulgated by the Chief or the Board of Selectmen.

32.2 In the event that any statute(s) or action(s) of the Town Meeting of the Town relating to or affecting employees of the Police Department provides benefits or terms more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), ordinance(s), by-law(s), or action(s) of the Town Meeting of the Town shall prevail, and be applicable as terms and conditions of this Agreement.

32.3 The Town's Group Insurance Plan (Health and Life Insurance) in force on the effective date of this Agreement and the Town's contribution thereto, shall remain in force for the duration of this Agreement, unless changed by mutual agreement or improved by action of the Town Meeting and/or Board of Selectmen.

32.4 All benefits specified herein on the effective date of this Agreement shall be continued in force for the duration of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

### **36. STABILITY OF AGREEMENT**

36.1 No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the Parties hereto unless made and executed in writing by said Parties.

36.2 The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

### **37. SEVERABILITY**

If any provision(s) of this Agreement or application thereof to any person or circumstance, is held unconstitutional or otherwise invalid by a court of law, the remaining provisions of this Agreement shall remain in force. The Town and the Union agree to commence negotiations on the substitute for the invalidated section or portion thereof within thirty (30) calendar days of the court's decision.

### **38. DURATION**

This Agreement shall take effect on July 1, 2024, and shall remain in full force and effect until June 30, 2027. It is further agreed that if no new Agreement has been ratified prior to said expiration date, this Agreement will remain in full force and effect until a new Agreement has been ratified by both Parties.

Between July 1 and November 1, 2026, the Union shall notify the Town of its proposals for a new Agreement to be effective on the termination of this Agreement, and the Parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this section shall be accomplished by the Union's delivery of written invitation to bargain to the Town Administrator.

### **NEGOTIATIONS AND RATIFICATIONS**

This Agreement was negotiated for the Town by Board of Selectmen Chairman Michael Fitzpatrick, Town Administrator Matthew Wojcik, and Chief of Police Nick Miglionico, and for the Local by Officer Jacquelyn Brimmer (President), Officer Jacob Bloniasz, Officer Elias Foynes and Officer Michael Branch.

For the Town:

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For the Union:

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Ratification vote, as certified by the Town Clerk: *Certification document attached*

Ratified by the Union on \_\_\_\_\_ as certified by its President \_\_\_\_\_

Executed this 2nd day of April 2024

For the Town, by its Board of Selectmen:

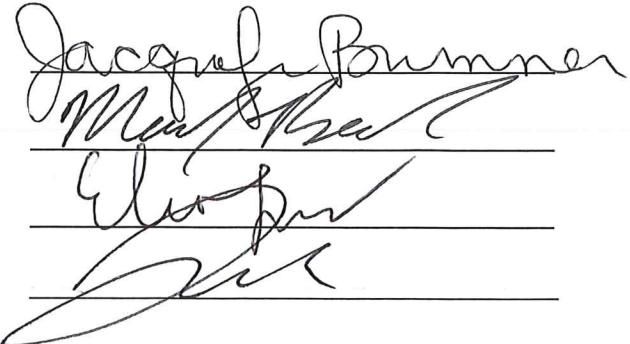


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For the Union:



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TOWN OF DOUGLAS  
OFFICE OF THE TOWN CLERK



29 DEPOT STREET

DOUGLAS, MA 01516

Phone: 508-476-4000 ext. 255 Fax: 508-476-4012

Christine E.G. Furno, CMC/CMMC

Town Clerk

cfurno@douglas-ma.gov

Lisa A. Postma

Asst. Town Clerk

lpostma@douglas-ma.gov

I hereby certify that at the Annual Town Meeting held on Monday, May 6, 2024, the Town of Douglas voted as follows:

**Article 11: Ratify Police Union Contract**

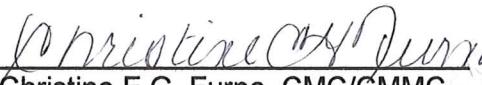
To see if the Town will vote to ratify the collective bargaining agreements executed by the Police Union and Board of Selectmen on **April 2, 2024**; or take any other action relative thereto.

**MOTION:** I move the Town vote to ratify the Douglas Police Union contract executed by the Board of Selectmen and the Douglas Police Union on 4-2-24.

MODERATER DECLARED MOTION PASSED BY UNANIMOUS CONSENT.

A True Copy,

ATTEST:

  
Christine E.G. Furno, CMC/CMMC  
Douglas Town Clerk

