

AGREEMENT BETWEEN
THE TOWN OF DRACUT
AND
THE NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, INC.
PATROLMAN - UNIT 4A

THREE YEAR CONTRACT
JULY 1, 2024 ~ JUNE 30, 2027

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Agreement made this 29th day of October, 2024, between the Town of Dracut (the "Town") and the New England Police Benevolent Association, Inc. (the "Union").

PREAMBLE

Whereas the General Court of Massachusetts saw fit in the year 1973 and by further amendment to pass a law in which they recognize that the police officers have a statutory right to bargain collectively with the Town, it is the intention of this Agreement to maintain in a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Police Department as well as the obligation of the Town to protect the safety of the public.

ARTICLE 1 - BARGAINING UNIT

Union Pursuant to the certification of the Labor Relations Commission in Case No. MCR-06-5167, the Union is the exclusive bargaining representative for the purpose of establishing wages, salaries, hours, and other conditions of employment for employees in the following units: .

UNIT A: All full-time and regular part-time police patrol officers employed by the Town of Dracut, excluding the Police Chief, the Deputy Police Chief, all captains, lieutenants, and sergeants, and further excluding all managerial, confidential, and casual employees, and all other employees of the Town of Dracut.

UNIT B: All full-time and regular part-time police superior officers employed by the Town of Dracut, including all captains, lieutenants, and sergeants, but excluding the Police Chief and Deputy Police Chief, and further excluding all managerial, confidential and casual employees, and all other employees of the Town of Dracut.

The Town and The Union agree that One day per month shall be granted to a 4a Board Member for conducting union business. This day shall not create overtime and if it does it shall be rescheduled.

For the purposes of this agreement, the terms police officer, officer, and employee shall mean and be limited to full-time permanent civil service police officers.

ARTICLE 2 - RETENTION OF CIVIL SERVICE RIGHTS

The members of the Police Department covered by this Agreement shall continue to enjoy their Civil Service rights as provided in Chapter 31 of the Massachusetts General Laws.

The parties agree that Sole Assessment Center testing shall be the promotion process to higher civil service recognized positions. These assessment center tests must be sanctioned through the Civil Service Process as prescribed in MGL c.31.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Town Manager and Police Chief or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, 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 performing them;
- to determine the numbers, 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;

- 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;
- for legitimate safety purposes 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;
- 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 work or funds or under conditions where management believes that continuation of such 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 actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department 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, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

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

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

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 the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an officer's training and ability, regardless of whether the exact duty is listed in a written job description.

Notwithstanding the foregoing, all conflicts between the provisions of this article and the provisions of other articles in the contract will be resolved in favor of such other articles.

ARTICLE 4 - NO STRIKE CLAUSE

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Dracut. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 5 - UNION DUES DEDUCTION AND SECURITY

The Town agrees to deduct from the pay of all employees covered by this Agreement the dues and assessments of the Union having jurisdiction over such employees who submit dues authorization forms furnished by the Union and agrees to remit same to said Union prior to the end of the month for which the deduction is made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week the deduction is made, the employee must make arrangements with the Union or pay such dues in advance. The provisions of General Laws, c. 180, s. 17a as amended shall apply.

ARTICLE 6 - ACCESS TO PREMISES AND UNION ACTIVITIES

Authorized agents of the Union, with the Department Head's approval, which shall not be unreasonably withheld, shall have access to the Town offices and non-confidential records during working hours, to investigate working conditions and payroll records of the Town for the purpose of determining whether or not the terms of this Agreement are being complied with. The Town will make such records available within seven days of the unit request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the unit. The employees covered by this agreement who are appointed by the unit, not to exceed two (2) on duty personnel, shall be allowed reasonable time off, not to exceed two (2) hours for official unit business, negotiations or conferences with the Town Administration, or Chief of Police without loss of pay or benefits and without requirement to make up said loss of time. In cases of arbitration hearings in Boston reasonable time will be allowed.

Conventions.

Effective July 1, 2019, two (2) duly elected delegates or alternates shall be allowed time off without loss of pay to attend the annual Massachusetts Police Association Convention, as provided by MGL c.147, §17d.

Up to two (2) duly elected delegates or alternates are to be allowed time off without loss of pay to attend NEPBA conventions and seminars provided, however, that such leave shall not total cumulatively more than six (6) work days within any twelve (12) month period.

The Union will install and pay for a telephone for use for union business. The local will have access to space within the police station for the purpose of handling union business and storage of material(s) necessary to conduct union business as determined by Chief and contingent upon space availability. Such storage shall not be arbitrary nor excessive and shall be those items of union property only.

ARTICLE 7 - DUTIES

The duties of members of the Police Department shall consist of but not be limited to the following:

1. Protection of persons and property.
2. Prevention of crime.
3. Control all traffic about Town and to follow all orders pertaining to work performed by police officers and officers of higher rank together with those duties stated in M.G.L. c. 41, § 98.
4. Such other duties as may be specified in any applicable job descriptions.

Police officers shall not be assigned to non-police duties, including washing cruisers (in and out) and other maintenance work. Officers will be required to keep cruisers swept and ashtrays emptied only, except by agreement of the Union to a request made by the Town in writing or in the case of an emergency.

The Chief of Police may designate, as needed, a police maintenance officer for the purpose of overseeing and conducting maintenance and repairs to police department vehicles and related equipment including radar unit, breath testing equipment and the like. Such duties do not include what would commonly be referred to building maintenance. It is further agreed that the officer accepting said designation would not perform actual maintenance and repair activities while working in a shift capacity, except in a case of emergency, identified as such by the ranking officer on duty on the shift the maintenance officer was working on.

Maintenance and repair activities conducted to carry outside of a shift would be limited to an average not to exceed sixteen (16) hours per week per annum. For any eight (8) hour increment of such extra duty time, the maintenance officer shall be charged as having worked an overtime in accordance with the usual and customary departmental procedures for recording overtime selections/referrals.

While no maintenance repair work is to be conducted, except in emergency situations as designated above, on a shift, it was further understood and agreed that during the course of a shift, time permitting, said maintenance officer could work on what would commonly be considered paper work associated with a maintenance program, i.e. preventive maintenance schedules, ordering of parts, scheduling of times, and similar activities not involving actual maintenance and repair.

ARTICLE 8 - PERSONNEL TRAINING AND EDUCATION

The Chief will designate one member of the Department as a Training Officer and one as a Personnel Officer, whose duties will be as specified from time to time in departmental job descriptions.

The existing benefits of Chapter 41, Section 108L of the General Laws of Massachusetts shall continue during the life of this agreement.

ARTICLE 9 - CONSULTATION COMMITTEE

1. A consultation committee consisting of one (1) representative of the police department, one (1) representative from the Union and the Town Manager or his designee shall be formed.
2. The committee will meet not less than four times per year during the months of September, December, March and June, but may as it feel necessary conduct additional meetings.
3. All meetings will be posted on the bulletin board for official functions. The Selectman and Town Manager's office will be notified 48 hours prior to the meeting.
4. The Town Manager will receive a written report of each meeting.

ARTICLE 10 - CLOTHING ALLOWANCE AND EQUIPMENT

1. The clothing allowance shall be paid by check to all union members for the amount of \$1,700 per year with all necessary deductions. This annual allowance will be paid in one sum no later than the third pay period after the start of the fiscal year (July 1st). Officers will not receive the annual stipend if they are out on injured duty (111F) at the start of the Fiscal Year (July 1). If the officer returns during the Fiscal Year, he/she will receive a pro-rated allowance of \$141.67/month for the remaining part of the Fiscal Year. This amount will be paid upon he/she's return to work from IOD. Example: If an officer is out on IOD at the start of the Fiscal Year (7/1) and they return to work on January 1, then they will receive \$141.67/month from that point forward for the balance of the Fiscal Year.
 - (a) A cleaning allowance check of \$350 shall be paid by check to all union members.

2. The Town and the Union agree that all newly hired permanent full time police officers shall be issued all uniforms and equipment necessary to perform the essential functions of the position of Police Officer. It is further agreed that each emergency vehicle shall have installed on or contained within, all necessary equipment (authorized by the Chief of Police) to perform the essential functions of the position of Police Officer.
3. The Chief of Police at his/her discretion may require any member of the department to produce those items issued to him/her for inspection.
4. Officers are required to keep all departmental property issued to them in good repair and condition, reasonable wear and tear accepted.
5. Lost equipment must be reported to the Chief of Police / Shift Commander immediately. No Officer shall be held responsible for damages or losses occurring during the performance of duty, providing such is reported to the shift commander by the close of the officer's shift, circumstances allowing.
6. It is understood that any and all uniforms and equipment approved and purchased shall remain the property of the Dracut Police Department and shall be available for inspection upon request from the Chief of Police or his/her designee. The following list of equipment shall be returned to the department upon separation for any reason:
 - o Department issued firearm
 - o Department issued TASER and TASER holder
 - o Department issued ballistic vest
 - o Department issued portable radio
 - o Department issued leather gear (duty belt and attachments)
 - o Department issued O.C. (pepper) spray
 - o Department issued baton and baton holster
 - o Department issued winter coat
 - o Department issued uniform hat
 - o One (1) Dracut Police shirt/jacket badge
 - o One (1) Dracut Police hat badge
7. Officers shall be responsible to keep all department property issued to them in good repair and working order. Officers shall notify the Chief of Police through the Officer in Charge of any item observed to be in poor condition or worn and unusable. Lost and/or damaged equipment shall be reported immediately to the Officer in Charge with a memo outlining the circumstances involved in the loss or damage including any uniform or equipment damaged while on duty and through no fault of the officer/employee.

ARTICLE 11 - ARBITRATION AND GRIEVANCE PROCEDURE

A grievance is defined as an allegation of a violation of the application or interpretation of the specific provisions of one of the articles of this agreement (not including the Preamble).

1. Grievances may be presented by the employee and/or the Union steward to either the Town Manager or the Chief of Police within seven (7) days of its occurrence or such time as the grievant/union knew or reasonably should have known of its occurrence. The Chief will have seven (7) business (Town Hall) days to answer the grievance. Failure to respond will be the equivalent of a denial. The aggrieved employee may communicate with his steward or his designee over the Department communication system, telephone, or other available means to advise him of the grievance. The officer in charge shall on request permit the employee and/or the Union representative to be excused for a reasonable period of time from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance (one-hour maximum time).
2. If the grievance is not settled in step one, the Union may within fourteen (14) calendar days appeal the grievance to the town manager, who shall have fourteen (14) business (Town Hall) days to answer. The time will be extended if the Manager is away (sick, vacation, etc.) or if he decides to hold a hearing or conference when the decision will be due seven (7) business days after his return or the close of any hearing or conference.
3. If not settled at this step, the matter may within thirty (30) calendar days be submitted by either party or both to the Massachusetts Board of Conciliation and Arbitration. The decision of said Board shall be final and binding. The Board shall not rule or render any decisions which conflict with or adds to or substitutes from the provisions of this Agreement, nor which conflicts with any statute or by-law. If the board is no longer in existence, the parties will renegotiate this provision to pick a successor arbitrator or arbitration service.
4. The number of on-duty personnel allowed time off pursuant to this article at the same time shall not exceed a total of two for Units 4A.

ARTICLE 12 - STEWARDS

The Town recognizes the right of the Union to designate a Steward from the seniority list of its regular employees. The authority of the Steward so designated by the Union shall be, but not limited to:

1. The investigation and presentation of the grievance in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing are of a routine nature.

ARTICLE 13 - POSTING OF TIME

The Town, through the Chief of Police or his representative agrees to post on the Police Department Bulletin Board all court time, holidays, sick leave, overtime, or any other time owed the employees. The Chief of Police or his representative shall maintain a complete record of all court time, holidays, sick leave, overtime, or other time due the employee, and an up-to-date typewritten record of the above mentioned time owed shall be given to the Stewards every month for the purpose of posting on the bulletin board.

ARTICLE 14 - BEREAVEMENT

Any employee who suffers the loss through death of his spouse or child (or relative permanently residing with the employee) shall be granted a leave of absence not to exceed four (4) days on any one occasion immediately following the day of death to attend the funeral or any other business related thereto for which the employee shall be paid for said time not in excess of eight (8) hours per day at his/her regular rate. An extension of two (2) additional days may be granted at the discretion of the Chief when extraordinary distances may be involved.

Any employee who suffers the loss through death of his/her father, mother, brother or sister, shall be granted a leave of absence not to exceed two (2) days on any one occasion to attend the funeral or any other business related thereto for which the employee shall be paid for said time not in excess of eight (8) hours at his regular rate. In addition, up to two (2) days of sick leave may also be used in connection with such deaths out of the next three (3) days immediately following the day of death.

Any employee who suffers the loss through death of his/her father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, current spouse's stepparents, son-in-law, daughter-in-law, grandchildren, great grandparents, aunt, uncle, niece or nephew of employee's current spouse, shall be granted four (1) day bereavement leave.

ARTICLE 15 - TEMPORARY SERVICE OUT OF RANK

Any employee temporarily assigned the duties and responsibilities of a higher rank for a period of one (1) day or more, shall receive the pay of such higher rank from the second (2) day forward until relieved of such additional responsibilities, in accordance with the provisions of MGL, Chapter 31, as amended.

ARTICLE 16 - LEAVE OF ABSENCE, SPECIAL LEAVE OR SWAPS

Leave of absence without pay for any reasonable purpose shall may be granted in accordance with the provisions of M.G.L., Chapter 31, Section 37. Reasonable purpose in each case shall be agreed upon by the Union and the Town.

1. Employees shall be entitled to leave with pay for the following reasons:
 - a. Red Cross blood donations.
 - b. Oral or written examinations given by the Division of Civil Service for promotional purposes only.
2. Swaps
 - A. Officers/Employees must submit a request for swaps at least 36 hours, but not greater than thirty (30) days, in advance of the requested date. Exceptions may be made for emergency circumstances.
 - B. Officers/Employees looking to facilitate a swap must agree that in the event one party does not appear for their agreed duty swap then that employee shall be issued a written reprimand to be placed in their employee file and will be unable to do any future swaps for a period of no less than ninety (90) days. An approved swap must be completed within sixty (60) days of the first affected date but may extend out longer in certain situations. Such extended swaps shall not be allowed without the express permission of the Chief of Police. It is understood that swaps will not be authorized unless both work dates are agreed upon and that once both officers agree upon the swap dates that any changes to the dates will not be allowed unless authorized by the Chief of Police or his/her designee.
 - C. Swaps which are repetitive or ongoing and alter the officers regular bid shift may only occur if no more than two officers per shift are doing such repetitive/ongoing swaps and there is zero impact on the Dracut Police Department, such as overtime, forced overtime, court time etc.

D. Swaps shall not be allowed under the following circumstances:

1. Attendance at court on an overtime basis when the officer/employee would normally have been scheduled to work.
2. To create an overtime situation in any other department paid function, such as training, when the officer/employee is scheduled to be trained when he would normally be working.
3. When it can be foreseen that the change results in overtime costs to the Town.

ARTICLE 17 - PERSONAL DAY

1. Three (3) personal days may be allowed to employees for pressing personal business that cannot be conducted other than work hours. That each officer shall request on slips provided, said personal day forty-eight (48) hours in advance. The Chief may at his discretion waive the forty-eight (48) hour notice.
2. The employee, if personal days are not utilized, will have the same portion credited to his sick days in the year following the year in which the personal days were earned.

ARTICLE 18 - COURT TIME

Employees who are required to attend court on behalf of the Commonwealth in a criminal case (including conferences with prosecuting officials, hearings on complaints and proceedings such as inquests and Registry of Motor Vehicles hearings and including signing of complaints if necessary or directed by the Chief, or civil court in a matter arising out of his official duties), at a time when he is not scheduled for work, shall be paid for all hours in attendance with a minimum of four (4) hours at the rate of time and one-half.

Employees required to attend Superior Court, excluding Lowell, will be paid twenty-five dollars (\$25.00) per trip to cover expenses of parking and meals while at court.

ARTICLE 19 - OUTSIDE DETAILS

The following provisions shall govern the assignment of extra duty details for police officers where the detail is to be paid by the outside individuals, group, corporation, organization, or municipal department:

1. All permanent and regular officers will signify in writing their desire to accept extra duty police details. A current file of names will be maintained at police headquarters. It is understood that the first obligation of police officers is to fill all vacancies in the regular tour of duty.

Exchanging of extra duty police details by the employee may be made if a superior officer, assigning said details, makes the reassignment.

2. All assignments to extra duty police details and mailing of bills shall be made by the officer designated by and responsible to the Chief of Police. All details will be distributed fairly and equitable as to Captains, Lieutenants, Sergeants, and Patrolmen and as to the number of details, type and compensation. A police officer committed to his/her regular tour of duty is not eligible for extra duty details, but he/she would maintain his/her name on the list. Police officers shall be given the maximum possible advance notice of detail assignments, no details to be given more than two (2) weeks in advance.
3. All details shall be entered into and managed through the department computer system for details, currently DTS.
4. Any employee who performs a detail not officially assigned by such officer authorized to make such assignments and recorded, as required by this regulation, will not be protected by the provisions of the M.G.L., Chapter 41, Section 100 and 111F, and as amended. Therefore, there will be no extra duty detail performed unless he/she has been officially assigned pursuant to this regulation.
5. Police detail assignments for a minimum of four (4) hours shall be made when the person, firm, corporation, or entity or governmental agency other than the Town as described by the Charter requesting or required to have such detail, has agreed to pay the rate required by this Article.
6. Employees who report for work shall receive not less than four (4) consecutive hours pay. Employees who work in excess of four (4) hours shall be guaranteed eight (8) hours pay. All hours worked in excess of eight (8) hours shall be paid at the rate of time and one-half. The four (4) hours minimum shall be paid in case of cancellation by its party requesting unless the employee is notified at least two (2) hours in advance.
7. Utilities and contractors requiring services Saturday, Sundays, or holidays or if the extra paid detail involves working between 6:00 p.m. to 6:00 a.m., the rate shall be one and one half (1 1/2) times the extra paid detail rate.

8. If an officer is detailed to cover a labor strike, the rate shall be double time payable at a minimum of four (4) hour increments. The detail rate for Town departments and school activities will be at the overtime rate of the officer working the detail. All other details to be paid at one and one half (1 1/2) times the top step patrolman's wage rate, including a master's degree, but not including any longevity step increases. This rate will increase for liquor details by an additional dollar (\$1.00) per hour.
9. When bargaining unit members are assigned to work paid details, they shall be governed by a procedure to be established from time to time between the Chief and the Union.
10. The Union has encouraged the Town to discipline employees who fail to comply with the rules related to the assignment of paid details.
11. A person other than a certified police officer may not direct traffic on any public way unless assigned to it by the Dracut Police Department as a detail officer. The only exception shall be school crossing guards when performing their normally assigned functions.
12. Any and all outside detail assignments of officers under the provisions of an inter-municipal agreement between the Town of Dracut and another municipality to provide for mutual aid pursuant to the provisions of MGL c.41, §99 and MGL c. 40, §8G shall be made by the Chief.
13. The Chief of Police shall authorize a traffic detail officer to ensure motorist and pedestrian safety is maintained on any public way while work is being performed. A way is in any road to which the public has a right to access. A lane is a section of that way which a vehicle normally travels.

A company performing work in the Town of Dracut must schedule a traffic detail officer to ensure the safety of motorist and pedestrians when the following conditions exist:

- Construction vehicle or equipment is disrupting the normal flow of traffic or impeding the view of drivers or pedestrians when crossing a roadway
- The work performed requires digging in a roadway which makes the lane impassable
- Any other safety issues where motorists or pedestrians could be affected by such work performed on the roadway which could affect safe travels.

Any work project that creates a public safety hazard and is working without an assigned police detail, or a lawfully authorized and approved traffic control plan, will be issued an order to cease and desist. Such cease-and-desist order may be issued by any authorized police officer with the approval of the OIC. Any contractor, vendor, public utility, or any other company shall schedule such police detail for the following day to resume work.

Should any contractor, vendor, public utility, or any other company wish to continue working and schedule a police detail immediately shall be billed at the "after hours" rate of pay as defined withing this collective bargaining agreement.

14. Pay rates for officers from other communities who work a detail for the Town of Dracut, or the Dracut School Department shall be paid the rate at the Town of Dracut's detail rate and not that of the officer's employer's detail rate.
15. Officers will be allowed to work a detail even if there is a force on the patrol shift. If this circumstance creates a situation where there is no one to force, the officer with the highest detail hours shall be removed from said detail and placed into patrol vacancy.

ARTICLE 20 - SENIORITY

1. Seniority will be determined pursuant to the Civil Service statute (M.G.L. c. 31). Seniority for purposes of this collective bargaining agreement shall be determined by rank and continuous length of time in rank with the Dracut Police Department.
2. Preference shall be given to employees' senior in service and rank:
 1. In the working schedule, including choice of shifts.
 2. Vacations from the vacation schedule
 3. In filling vacancies within rank.
 4. Outside details will be rotated starting with seniority and rank.

If an employee wishes to waive his rights to detail, he/she must sign a waiver to that effect and will not be asked until he/she wishes his/her name to be put back on the list and will not be called until they start from the top of the list again.

3. Longevity payments, vacation days, and the ten-, fifteen-, and twenty-year wage steps as set forth in this Agreement are predicated upon continuous years of service as a Police Officer with the Dracut Police Department.

ARTICLE 21 - HOLIDAYS

Beginning November 1, 2019, the following language shall become effective. This is to allow any and all current bid time off to be honored. As agreed between the Town and the Union, the parties agree to allow four officers to be off on any of these previously

scheduled days off, provided however, that no officer shall be forced to work to cover any of those vacancies.

1. The following shall be recognized as paid holidays:

New Year's Day	Labor' Day
Washington's Birthday*	Columbus Day*
Patriots Day*	Veterans Day*
Memorial Day*	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	Martin Luther King's Birthday
Juneteenth Day	

*As observed in the Commonwealth of Massachusetts

The first seven (7) holidays (Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas) are to be paid the last payday in December, and six (6) holidays (New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, and Juneteenth Day) are to be paid in the first regular payroll in July.

2. Where a police officer is required to work on any such holiday, the regular work week of an employee shall not be changed.
3. Forty-eight (48) hours advance notice is required for the use of personal leave for employees scheduled to work on a holiday.
4. If a holiday shall occur while an employee is on vacation or not scheduled to work, he/she shall be compensated for such holiday with an additional day's pay at the regular rate as if he/she had worked on such holiday.
5. Scheduling of work for holidays shall not interfere with vacations.
6. An officer who uses sick leave on a holiday for which the officer is scheduled to work shall not receive holiday pay for that holiday, unless the sick leave taken on that holiday was a continuation of a previously authorized sick leave or was sick leave used for a previously authorized FMLA leave.

ARTICLE 22 - VACATIONS

Employees shall be granted annual vacations without loss of pay as per Holyoke decision:

On the officer's six month anniversary he/she shall receive (7) seven working days.

On the officer's one year anniversary he/she shall receive an additional (7) seven working days

Therefore, on each July first after one year of service but less than five years of service officers shall receive a total of (14) fourteen working days

On the officer's five year anniversary he/she shall receive an additional (7) seven working days

Therefore, on each July first after five years of service but less than ten years of service officers shall receive a total of (21) working days

On the officer's ten year anniversary date he/she shall receive an additional (7) seven working days

Therefore, on each July first after ten years of service officers shall receive a total of (28) working days

Vacations will start on Sunday and end on Saturday.

In a week in which a holiday occurs and which an employee is on vacation he/she shall receive an additional eight (8) hours pay at his regular time rate upon his return to work.

The vacation schedule must be posted by the Town not later than September 11th, to allow employees in their order of seniority to make their vacation selection for the year. The schedule shall remain posted until September 20th, after which time it shall be taken down. Any employee failing to make his/her selection during such periods shall be assigned to whatever vacation during any other period agreeable to the Town and the Union. Upon retirement, death or separation of any employee, the portion of unused, accrued vacation leave will be paid to the employee or the beneficiary (or Estate) as the circumstances indicate. An employee may carry-over from one fiscal year to the next a maximum of five (5) unused vacation days.

ARTICLE 23 - HOURS OF WORK AND CONDITIONS

1. The current hours of work are as follows:

Shift assignments will be bid annually. Shifts will be bid from September 1st to September 10th each year, and the resulting shift assignments will then take effect on the first Sunday of October. The Chief's authority to assign particular officers to specialty duty assignments shall not be restricted or limited by the shift bidding process; in the event of a conflict between a specialty duty assignment and a shift bid, the Chief's specialty duty assignment shall prevail.

(Except in the case of a justified emergency).

Shift #1	8:00 a.m. to 4:00 p.m.
Shift #2	4:00 p.m. to Midnight
Shift #3	Midnight to 8:00 a.m.
Shift #4	7:00 p.m. to 3:00 a.m.

In the event the Town desires to change work schedules, it will provide the Union with reasonable advance notice and an opportunity to bargain in good faith to the point of impasse or agreement as required by law.

Safety Officer hours: 7:00 a.m. to 3:00 p.m. Monday through Friday during the school year. 7:00 a.m. to 3:00 p.m. the remainder of the year, and revert back to four (4) days on and two (2) days off.

Detective shifts: 5 on 2 off
 4 on 2 off

Prosecutor to work: 5 - 2 work week

Superior officer in charge of all patrol forces will work a 5 - 2 work week.

Vacancies or openings which occur in a shift during the year which the Chief decides to fill, shall be filled with the junior officer from another group on that shift. If the Chief is unable to fill the vacancy with the junior officer from that shift, he will then fill the vacancy with the next junior officer outside of that shift, with this process being repeated until all vacancies are filled..

For overtime vacancies which the Chief decides to fill:

(A) When filling a vacancy for patrol officer overtime which if left vacant would result in a forced overtime, and it is within forty-eight (48) hours of the commencement of the shift being filled, the Officer-In-Charge ("OIC") will first call the patrol officer overtime list. If unable to fill the vacancy with a patrol officer, the OIC will then call the superior officer overtime list. If unable to fill the vacancy with either list, the OIC will continue to the forced overtime list and notify the next officer to be forced.

(B.) When filling a vacancy for patrol officer overtime more than forty-eight (48) hours in advance of the commencement of the shift being filled, the OIC will call the patrol officer list. If no patrol officer accepts the overtime shift, the OIC will stop the process for twenty-four (24) hours to allow any patrol officer to call back and accept the overtime shift. During this call back period the shift will be filled with the first patrol officer to call back regardless of a position on the overtime list. If no patrol officer accepts the overtime and the vacancy will result in a forced overtime, the OIC will then call the superior officer overtime list. If still unable to fill the vacancy, the OIC will continue to the forced overtime list and notify the next officer to be forced.

Notice of the vacancy or opening shall be posted in a conspicuous place, such as the Police Department Bulletin Board.

Officers who are on vacation or otherwise absent shall also be notified of the vacancy by the Chief at last known address.

All work performed when the employee is not on his regular tour of duty shall be paid in accordance with the provisions of Massachusetts General Laws, c. 147, s. 17c as amended.

2. Except as noted above, hours shall be set forth in a work schedule wherein each employee shall work four (4) consecutive days and shall have the next two (2) consecutive days off.

Special Operations Force. The Union recognizes and further agrees that, from time to time the Chief of the Department may institute a "Special Operations Force" as he deems necessary. The "Force" shall not, however, suffer loss of any wages, benefits or overtime being assigned such duty; but that the "Force" may at the option of the Chief vary from the shift guidelines as to operational times. Service on such force will be at the sole discretion of the Chief so as to utilize those personnel he deems most qualified.

Compensatory Time.

Officers will be allowed to accrue up to eighty (80) hours of compensatory time before such time may be denied by the Town. Compensatory time may be accrued for attending court, for extension of shifts, and for training. If an officer works a forced overtime shift, the officer shall have the option of receiving compensatory time in lieu of overtime pay.

Compensatory time will be paid out prior to promotion. No pay-out upon separation or retirement.

Body camera language will be mutually agreed upon and implemented as agreed to.

Requests for Time Off

A. Any request for time off that would result in an officer's being out for more than twelve (12) consecutive workdays shall be subject to the prior approval of the Chief, which approval shall not be unreasonably or capriciously denied.

B. Requests for time off shall be made with at least 16 hours' notice except for (i) sick leave, (ii) circumstances beyond the officer's reasonable control, or (iii) where there will be no overtime costs or impact to the Town. In any event officer will use their best efforts to provide as much advance notice as possible.

C. Two officers will be allowed to take any shift off. A third Officer will be allowed to take the shift off, so long as the granted time off does not create a forced overtime shift. This will be in place from July 01 through October 01, each calendar year and be inclusive on five additional holidays and or holiday related days each calendar year as agreed upon between the union and Chief.

ARTICLE 24 - INSURANCE

Health insurance terms and conditions are subject to coalition bargaining pursuant to M.G.L. c. 32B, Sec.19, and the negotiated agreement between the Town and the Public Employee Committee. In the event that M.G.L. c. 32B Sec. 19 is revoked, the parties agree to revert back to M.G.L. c. 150E collective bargaining with respect to health insurance terms and conditions.

ARTICLE 25 - SICK LEAVE

Officers who call out sick will be ineligible to work overtime and/or outside details for a period of sixteen (16) hours immediately following the officers' sick shift.

1. Sick leave shall accumulate at the rate of a day and one quarter (1 1/4) per month for the first year of employment; beginning the second year of employment fifteen days will be credited July 1st of every year to unlimited accumulation.
2. If the Town determines it is necessary to replace an officer who is disabled, the Town will replace said officer with the regular Permanent Civil Service Officer for the first twenty five (25) working days of the disability leave.
3. **Buy Back** - Upon the retirement, layoff, or death of an employee, such employee or his/her estate will be able to convert into cash up to one hundred and twenty (120) days of his/her accumulated sick leave. Notwithstanding the foregoing, full-time officers hired after July 1, 1983 may convert up to 80 days at full regular base pay upon their retirement, death or layoff. Provided, however, that sick leave buy

back for police officers who are receiving Quinn Bill educational incentive benefits shall be reduced by Fifty (50%) Percent and shall be paid at the police officer's hourly rate of pay as of July 1, 2012. Provided further, however, that sick leave buy back shall be limited for all persons hired after July 1, 2012.

For the purposes of this buy back provision, no employee, as of July 1, 1976 shall be deemed to have more than seventy-five (75) days of sick leave. Buy back shall be contingent upon the budgetary constraints of the department as determined by the Chief and Manager's Office. This contingency shall only apply to officers who retire. Notice for buy back shall be made in the year prior to the budgetary year in which payment is requested under Article 25 - Buy Back. Said requests shall be received no later than sixty (60) days prior to the Spring Annual Town Meeting.

In the event of an officer's death, budgetary considerations allowing notice may be waived.

This section shall be eliminated for all persons hired after July 1, 2012.

4. Except as specified below, the Town shall not request medical evidence of illness for a period of absences of less than three (3) days or unless the Chief suspects abuse pattern. Where the Town or the Chief requires that an employee submit a medical report or physician's note (or when the Chief orders an employee to be examined by a designated physician or facility) the expense will be borne by the Town unless the report indicates that the employee was not disabled from reporting to work on account of sickness or injury on the date(s) in question.

Wrongfully reporting oneself sick subjects an employee to discipline as well as denial of the requested sick leave pay.

5. **Maternity Leave** - An employee who becomes pregnant and wishes to leave will consult her department head and/or the Town Manager to make arrangements on an annual basis to determine the type of leave to be granted and the length of time off the employee and her physician anticipate may be needed for prenatal and postnatal requirements.

Massachusetts law and regulations of the Massachusetts Commission Against Discrimination are applicable to the Town and require, among other things, that up to eight (8) weeks of maternity leave may be granted dating from the termination of pregnancy. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and should be treated as such under the Town's sick leave procedures and medical insurance coverage if the employee is a participant.

When leave is granted, an employee who returns to active employment upon completion of her leave from pregnancy will retain the unused benefits accrued during her town

employment. The position to which the employee returns shall be the same position from which the pregnancy leave was granted or similar thereto in status, pay, length or service credit, and seniority. An employee who elects to terminate employment because of pregnancy will be terminated without prejudice and may apply for consideration for re-employment at a future date.

6. Sick Leave Bank

- A. A sick leave bank is hereby established for use by eligible employees. An eligible employee is one who has used at least seventy-five (75%) percent of sick leave accrued and accumulated to his/her credit at the commencement of the illness or injury for which a claim is made to the sick leave bank.
- B. On the effective date of this amendment each person covered by this Agreement may contribute voluntarily one (1) tour of his/her annual sick leave in order to fund the bank and be eligible.
- C. The initial grant of sick leave to an eligible employee shall not exceed a total of one day x times the members of the Bargaining Unit on the effective date of this amendment. This figure shall automatically increase as the department compliment increases during the life of this contract.
- D. Upon completion of the number of days set forth in Paragraph C, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- E. The sick leave bank shall be administered fairly and equitably by the Union. The Town Manager or his designee shall be notified by the Union, on a yearly basis, of all union personnel participating in the sick leave bank. The Executive Board shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the Executive Board in administering the bank and in determining eligibility and the amount of leave.
 - 1. Adequate medical evidence of serious illness.
 - 2. Prior utilization of all eligible sick leave.
- F. If the sick leave bank is exhausted during the year, it shall be renewed by the contribution of one (1) additional day of sick leave by each person covered by this Agreement. Such additional days will be deducted from annual days of sick leave.
- G. The Union Executive Board will establish its own procedures for the administration of the sick leave bank. The decision of the Union Executive Board with respect to eligibility and entitlement shall be subject to appeal to

the Union membership. In no event will an employee or the Union be able to file a grievance or any complaint against the Town under this Article. 7. **Medical Certificates** – Any medical certificate requested by the Town shall also include, if requested by the Town, a certification as to the officer's fitness to return to full duty without restriction from the sickness or injury for which the officer was out of work. This does not apply to or limit the right of the Town to require an officer to undergo a fitness for duty evaluation.

ARTICLE 26 - WAGES

1. Wages and specialty pay shall be paid in accordance with a schedule attached hereto and entitled Appendix "A".
2. Specialty pay will be paid at the rate of \$50.00 per pay period to the detective, prosecutor, school resource officer, armorer, firearms licensing officer, community response unit (so long as the chief deems this a specialty position), personnel officer, firearms officer and instructor, and assistant to the parking clerk. No officer shall be entitled to receive more than one specialty pay stipend.
3. Longevity increments shall be unconditionally granted and computed from the date of appointment by the Massachusetts Civil Service Commission as a Permanent Full-time Police Officer at the completion of five (5) years of full-time employment.
4. The longevity increment shall be \$500.00 at the completion of five (5) years of full-time employment. Longevity payments shall cease upon an officer's being entitled to receive the step increase provided in the wage schedule (Appendix A) for officers with ten years of service.
5. Night Shift Differential:

The Town shall pay to each employee a night Shift Differential per assigned shift.

- Early Nights (4:00 p.m. – 12:00 a.m.) – \$13 per night shift
- Late Nights (12:00 a.m. – 8:00 a.m.) – \$15 per night shift
- Shift Differential will be paid when working outside of assigned shifts (i.e., Overtime), as stated above.

6. Overtime:

If a regular police officer works in excess of eight (8) hours in any one day or over his normal tour of duty in any one week, he shall be compensated at time and one-half his regular hourly rate of pay for all such overtime hours actually worked,

excluding detail time and on the condition-that overtime shall not be pyramided. The rate of pay for computation of overtime shall be computed upon base pay which shall also include educational incentive.

Detectives and prosecutors shall continue to receive compensatory time off equal to such period of overtime duty, provided, however, that if time off cannot be given by reason of a personnel shortage or other cause, they may be paid for such period of overtime at one and one-half times the hourly rate of this regular compensation.

7. Upon ratification \$3,000 for Continued Education for Professional Development.
8. Upon ratification, a onetime First Responder stipend in the amount of \$1500 for all current active members.

Forced Overtime

- A. If the Town, (Chief of Police) decides to fill a vacancy, the personnel on the list will be called until the overtime replacement is filled. The officer in charge of the current shift will be responsible for the proper manning of the on-coming shift whether it is for "regular overtime", "forced overtime" or "extension of shift."
- B. This includes calling all permanent police personnel, and intermittent officers, prior to instituting a forced overtime as has been past practice. If the officer in charge of the shift cannot find a replacement off the overtime list, then he/she will use the following procedure to fill the vacancy.
 1. The Junior Officer on the shift will be forced to stay without regard to whether he/she has indicated in writing that he/she will accept an overtime shift or not.
 2. When the Junior Officer has been forced to stay in the past (as indicated on the forced overtime list), then the next Junior Officer will be forced to stay. This process will continue until all members of the shift have been forced to stay once, including Superior Officers, Community Police Officers, Detectives and DARE Officer and then the cycle will begin again.
 3. When the Officer in Charge is unable to fill the vacancy from the forced overtime list for any reason such as triples and/or sick rule, then he/she will notify the first officer on the outside detail list with the highest number of total outside detail hours who is scheduled to work a detail assignment, that regular shift overtime takes precedence

over an outside detail assignment, and that he/she is being ordered to work regular shift overtime assignment.

Shift Extension

C. For purposes of clarification, an officer may be required to stay beyond the end of his/her shift and that will be considered an extension of his/her shift and not a forced overtime, for the following reasons:

1. While responding to a late call for service near the end of the shift.
2. While following up on an arrest or other police related matter that extends beyond the end of the shift.
3. When needed to assist with an emergency or disaster, serious, or fatal accident, serious incident of any kind, or any other situation where additional help is needed within a short period of time for proper coverage as determined by the Chief of Police.
4. Officers may be required to report in prior to the regular start of their shifts, without being entitled to minimum call-in-pay, for training purposes only. The Town will provide five days prior notice.

D. Education Incentive Pay:

The following education incentive pay shall be paid to officers not currently receiving education incentive pay, who have completed a course of study and earned a degree from a qualified and accredited college or university. Officers will be paid based on their degree earned as follows:

- Associates Degree: 10%
- Bachelor's Degree: 20%

ARTICLE 27 - FITNESS FOR DUTY

Officers, at the discretion of the Chief, and at the expense of the Town, may be required to take physical or psychological examinations to ascertain the officers' capacity to perform his/her duties. Officers are required to maintain such physical and psychological condition so that he/she will be able to properly perform his/her duties to protect the Town of Dracut, himself/herself and the fellow officers of the department in all police situations.

ARTICLE 28 - DRUG SCREENING

At the expense of the Town and at the discretion of the Chief, all members of the Department may be required to submit to drug screening analysis, once each year, to determine whether the employee is using a non-prescribed or controlled substance. Employees who are using prescription drugs must notify the department of the same and may be required to submit the medical authorization of their physician. Requirements for drug screening will be during the officer's shift and if required during off duty hours will be paid at the appropriate overtime rate. Testing shall not be arbitrary nor capricious. Except as specified in this Article, testing beyond the yearly will only be in such instances as obvious use or influence is present. Officers who are found to be under the influence or using controlled or non-prescription drugs will be required on the first offense to participate in a rehabilitation program. The officer shall use accumulated sick time to participate and the Town shall approve the program. Upon the second offense, officers shall be subject to disciplinary action or dismissal. No officer formally charged under law shall be entitled to rehabilitation rights under this agreement. Probationary officers may be subject to dismissal for any first offense.

In the event the routine screening is positive, a second test will automatically be done, with the same specimen, to define exactly the substance or substances being used. All specimens will be taken at a state approved medical facility as selected by the Town. Said facility will follow through on all testing with the results being forwarded to the Town and a certified copy upon request provided to the employee and/or Union.

- A. **Probationary Employees.** Employees may be tested during the probationary period at such times as may be determined by management.
- B. **Absence from Duty.** An employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty or at any time within the first month after his return to active duty.
- C. **Serious Incidents.** An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.
- D. **Career Assignments.** An employee may be tested as a condition of promotion and upon his assignment to one of the following positions and then annually thereafter while he holds the position:
 - 1. Youth Officer
 - 2. Detective
 - 3. Drug Assignment
 - 4. Undercover Task Force

5. Court Officer

- E. **Reasonable Suspicion.** An employee may be tested after a determination by the Chief that there is reasonable suspicion to test the employee.
- F. **Random Testing.** An employee may be tested at random for drug use, but not more often than one (1) time per calendar year.
- G. **Procedures.**

1. Hair samples, urine samples, or blood samples will be taken from an employee or a prospective employee according to directions provided by the testing facility.
2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.
3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing, and include a letter from the treating physician.

4. Test results will be made available to the employee as soon as they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.
5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. Hair samples will be taken by an individual designated by the Chief. For urine and/or blood sampling, the employee will be accompanied by an officer from the department assigned to supervise the taking of the sample to a collection facility. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned test code identification.
6. The employee to be tested will report to the station at the time designated for transportation to the medical facility or laboratory designated by the

department to obtain the testing sample. Hair samples may be taken at the station.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing. The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.
8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

H. Prohibited Conduct

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

I. Impairment by Prescription Medicine. An employee shall notify the chief of police when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the chief of police of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

ARTICLE 29 - TERMINATION OF EMPLOYMENT

Section 1. Whenever an officer permanently leaves the employment of the police department, all accumulated times such as vacation, court, holidays, and all other pay due shall be paid at the established rate of pay for that time. It shall be paid to the individual or in the event of death, to his/her estate.

Section 2. It is recognized and agreed that in employing personnel, subject to the terms and conditions of this Agreement, that the Town incurs considerable expense in training said employee. Therefore, it is agreed that should an employee voluntarily leave the Town's employment within one year of date of hire as a regular permanent police officer, the employee shall reimburse the Town for all cost associated with training said

officer. Should an employee voluntarily leave the Town's employment within two years of hire as a regular permanent police officer, the employee shall reimburse the Town 50% of costs associated with the training of said officer.

The reimbursement called for by this section shall be deducted from any and all payments due to the employee as a result of his/her voluntarily termination. Should such final payments not be sufficient to cover all reimbursement expenses, it is agreed that the Town may exercise all rights available to it, both in law and in equity to recoup said remaining expenses. At no time will the union be responsible for payment.

ARTICLE 30 - SEPARABILITY AND SAVINGS PROVISIONS

If any article or section of this agreement shall be held invalid or unenforceable by operation of a law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination so as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid or enforcement of/or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter in immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement, if any, for such article or section during the period of invalidity or restraint.

ARTICLE 31 - AGENCY FEE

Pursuant to the provisions of Section 12 of Chapter 150E of the General Laws, and the regulations of the Massachusetts Labor Relations Commission, all employees covered by agreement who are not members of the Union will be required to pay to the Union, monthly, an Agency Service Fee not in excess of monthly Union Dues.

The Union shall indemnify and hold the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. Enforcement is the sole responsibility of the Union and no action by the Town is required.

The Union shall reimburse the Town of Dracut for any expenses incurred as a result of being asked to terminate or being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

ARTICLE 32 - AMERICANS WITH DISABILITIES ACT

As of July of 1992 all provisions of this agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this agreement not in compliance with the Act, which, if maintained or enforced, could subject both the employer and the union to the penalty provisions of the ADA.

ARTICLE 33 - BILL OF RIGHTS

1. ***Time of Interrogation:*** The interrogation of an officer being investigated for a disciplinary violation must be at a reasonable hour, preferably while the officer is on duty and during the daylight hours.
2. ***Identification of Investigating Officers*** The officer under investigation must be informed of the officer in charge of the investigation and the officer who will be conducting the interrogation.
3. ***Information about the Investigation:*** The officers must be informed of the nature of the investigation before interrogation commences. The information must be sufficient to reasonably apprise the officer of the nature of the investigation.
4. ***Length of Interrogation:*** The length of an internal investigation must be reasonable, with rest periods being called periodically for personal necessities, meals, telephone calls and rest.
5. ***Use of Coercion:*** The officer cannot be threatened with transfer, dismissal or other disciplinary punishment as a means of obtaining information regarding the incident under investigation. Also, the officer cannot be subjected to abusive language or promised a reward as inducement for answering questions.
6. ***Presence of Counsel:*** The officer under investigation may have counsel or a representative of his/her employee organization present with him/her during an interrogation. This representation is usually confined to counseling and not actual participation in the interrogation.
7. ***Recording of Interrogation:*** The interrogation must be recorded, with mechanically or by a stenographer. There can be no off the record questions.

8. ***Criminal Rights Warning:*** If the officer is a suspect in a criminal investigation, he must be advised of his Miranda rights.
9. ***Furnishing Copy of Investigation:*** The officer under investigation has the discretion to request an exact copy of any written statement he has signed or a copy of the recording of the interrogation.
10. ***Refusal to Answer Question:*** The refusal of an officer to answer questions concerning non-criminal matters may result in disciplinary action.
11. ***Refusal to Answer Questions:*** An officer cannot be ordered to submit to a polygraph test for any reason unless authorized by law.

ARTICLE 34 - EMPLOYEE RIGHTS AND REPRESENTATION

The members of the Union bargaining committee, not to exceed two (2), will be granted compensatory time off without loss of pay or benefits for all meetings not to exceed two (2) hours per meeting between the Town, its agents or representatives and the Union, for the purpose of negotiations of the terms of the contract or any supplements thereof.

ARTICLE 35 - DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect from July 1, 2024, to and including June 30, 2027, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. However, all benefit and financial increases will only apply to employees actively on the Police Department payroll as of the signature date of this contract.

Where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other notice at least (60) days prior to June 30, 2027, or June 30 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

Funding for this contract is contingent upon approval of the Town Meeting each year during the life of the Agreement.

BOARD OF SELECTMEN

**NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION**

Appendix A

Pay Chart FY25 (Effective July 01, 2024)				
Step	FY25 Base	10%	20%	25%
Step 1	\$1,161.24	\$1,277.36	\$1,393.49	\$1,451.55
Hourly	\$30.97	\$34.06	\$37.16	\$38.71
Annual	\$60,384.48	\$66,422.93	\$72,461.38	\$75,480.60
Step 2	\$1,231.43	\$1,354.57	\$1,477.72	\$1,539.29
Hourly	\$32.84	\$36.12	\$39.41	\$41.05
Annual	\$64,034.36	\$70,437.80	\$76,841.23	\$80,042.95
Step 3	\$1,332.70	\$1,465.97	\$1,599.24	\$1,665.88
Hourly	\$35.54	\$39.09	\$42.65	\$44.42
Annual	\$69,300.40	\$76,230.44	\$83,160.48	\$86,625.50
5 (Five) Year	\$1,386.01	\$1,524.61	\$1,663.21	\$1,732.51
Hourly	\$36.96	\$40.66	\$44.35	\$46.20
Annual	\$72,072.52	\$79,279.77	\$86,487.02	\$90,090.65
10 (Ten) Year	\$1,441.45	\$1,585.60	\$1,729.74	\$1,801.81
Hourly	\$38.44	\$42.28	\$46.13	\$48.05
Annual	\$74,955.40	\$82,450.94	\$89,946.48	\$93,694.25
15 (Fifteen) Year	\$1,484.69	\$1,633.16	\$1,781.63	\$1,855.86
Hourly	\$39.59	\$43.55	\$47.51	\$49.49
Annual	\$77,203.88	\$84,924.27	\$92,644.66	\$96,504.85
20 (Twenty) Year	\$1,529.23	\$1,682.15	\$1,835.08	\$1,911.54
Hourly	\$40.78	\$44.86	\$48.94	\$50.97
Annual	\$79,519.96	\$87,471.96	\$95,423.95	\$99,399.95
25 (Twenty-Five) Year	\$1,575.11	\$1,732.62	\$1,890.13	\$1,968.89
Hourly	\$42.00	\$46.20	\$50.40	\$52.50
Annual	\$81,905.72	\$90,096.29	\$98,286.86	\$102,382.15

Appendix A

Pay Chart FY26 (Effective July 01, 2025)				
Step	FY25 Base	10%	20%	25%
Step 1	\$1,190.27	\$1,309.30	\$1,428.33	\$1,487.84
Hourly	\$31.74	\$34.91	\$38.09	\$39.68
Annual	\$61,894.09	\$68,083.50	\$74,272.91	\$77,367.62
Step 2	\$1,262.22	\$1,388.44	\$1,514.66	\$1,577.77
Hourly	\$33.66	\$37.02	\$40.39	\$42.07
Annual	\$65,635.22	\$72,198.74	\$78,762.26	\$82,044.02
Step 3	\$1,366.02	\$1,502.62	\$1,639.22	\$1,707.52
Hourly	\$36.43	\$40.07	\$43.71	\$45.53
Annual	\$71,032.91	\$78,136.20	\$85,239.49	\$88,791.14
5 (Five) Year	\$1,420.66	\$1,562.72	\$1,704.79	\$1,775.82
Hourly	\$37.88	\$41.67	\$45.46	\$47.36
Annual	\$73,874.23	\$81,261.65	\$88,649.07	\$92,342.78
10 (Ten) Year	\$1,477.48	\$1,625.23	\$1,772.98	\$1,846.86
Hourly	\$39.40	\$43.34	\$47.28	\$49.25
Annual	\$76,829.20	\$84,512.12	\$92,195.03	\$96,036.49
15 (Fifteen) Year	\$1,521.81	\$1,673.99	\$1,826.17	\$1,902.26
Hourly	\$40.58	\$44.64	\$48.70	\$50.73
Annual	\$79,134.07	\$87,047.48	\$94,960.89	\$98,917.59
20 (Twenty) Year	\$1,567.46	\$1,724.21	\$1,880.96	\$1,959.33
Hourly	\$41.80	\$45.98	\$50.16	\$52.25
Annual	\$81,508.09	\$89,658.90	\$97,809.71	\$101,885.12
25 (Twenty-Five) Year	\$1,614.49	\$1,775.94	\$1,937.38	\$2,018.11
Hourly	\$43.05	\$47.36	\$51.66	\$53.82
Annual	\$83,953.34	\$92,348.67	\$100,744.00	\$104,941.67

Appendix A

Pay Chart FY27 (Effective July 01, 2026)				
Step	FY25 Base	10%	20%	25%
Step 1	\$1,220.03	\$1,342.03	\$1,464.03	\$1,525.03
Hourly	\$32.53	\$35.79	\$39.04	\$40.67
Annual	\$63,441.44	\$69,785.59	\$76,129.73	\$79,301.81
Step 2	\$1,293.77	\$1,423.15	\$1,552.53	\$1,617.21
Hourly	\$34.50	\$37.95	\$41.40	\$43.13
Annual	\$67,276.10	\$74,003.71	\$80,731.32	\$84,095.12
Step 3	\$1,400.17	\$1,540.18	\$1,680.20	\$1,750.21
Hourly	\$37.34	\$41.07	\$44.81	\$46.67
Annual	\$72,808.73	\$80,089.61	\$87,370.48	\$91,010.92
5 (Five) Year	\$1,456.17	\$1,601.79	\$1,747.41	\$1,820.22
Hourly	\$38.83	\$42.71	\$46.60	\$48.54
Annual	\$75,721.08	\$83,293.19	\$90,865.30	\$94,651.35
10 (Ten) Year	\$1,514.42	\$1,665.86	\$1,817.31	\$1,893.03
Hourly	\$40.38	\$44.42	\$48.46	\$50.48
Annual	\$78,749.93	\$86,624.92	\$94,499.91	\$98,437.41
15 (Fifteen) Year	\$1,559.85	\$1,715.84	\$1,871.83	\$1,949.82
Hourly	\$41.60	\$45.76	\$49.92	\$52.00
Annual	\$81,112.42	\$89,223.67	\$97,334.91	\$101,390.53
20 (Twenty) Year	\$1,606.65	\$1,767.31	\$1,927.98	\$2,008.31
Hourly	\$42.84	\$47.13	\$51.41	\$53.55
Annual	\$83,545.80	\$91,900.38	\$100,254.95	\$104,432.24
25 (Twenty-Five) Year	\$1,654.85	\$1,820.33	\$1,985.82	\$2,068.56
Hourly	\$44.13	\$48.54	\$52.96	\$55.16
Annual	\$86,052.17	\$94,657.39	\$103,262.60	\$107,565.21