AGREEMENT BETWEEN

TOWN OF PEMBROKE, MASSACHUSETTS
AND
THE PEMBROKE POLICE UNION

JULY 1, 2015 - JUNE 30, 2016

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In the event another Bargaining Unit under the jurisdiction of the Board of Selectmen should negotiate a wage increase during the duration of this agreement (July 1, 2015 – June 30, 2016) greater than 1.5% per year, the agreement would be re-opened upon notice from the Union to the Town for bargaining for the discussion of wages only. *54*

SIDE LETTER OF AGREEMENT 55

AGREEMENT

The following Memorandum of Agreement, unless otherwise specifically stated herein, effective as of July 1, 2015 is made and entered into by and between the Town of Pembroke hereinafter called the "Town" acting by and through its Selectmen and the Pembroke Police Union, hereinafter called the "Union" under the provisions of Chapter 150E of the General Laws.

PREAMBLE

Whereas the General Court of Massachusetts saw fit in the year 1965 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, herein represented by the Pembroke Board of Selectmen, it is the intention of this Agreement to maintain 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.

The Chief of Police of Pembroke, Massachusetts has the responsibility for carrying out the terms of this Agreement.

ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1.

The town recognizes The Pembroke Police Union, as the sole and exclusive representative and bargaining agent for the bargaining unit, for the purposes of collective bargaining relative to wages, hours, and other conditions of employment, for all full time regular civil service appointed police superior officers and excluding the Lieutenant (s) and the Chief of Police.

The Union recognizes the Board of Selectmen as the sole and exclusive representative of the Town for the purpose of collective bargaining relative to wages, hours, and other conditions of employment.

Section 2.

The Town will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purpose of undermining the Pembroke Police Union, or changing any conditions contained in this Agreement.

Section 3.

Employees have and shall be protected in the exercise of, the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist 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 members of the Board of Selectmen of the Town of Pembroke and of the Massachusetts General Court or to any other appropriate authority or official.

Section 4.

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

A. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Union;

B. Interfere with the formation, existence, operations or administration of the Union;

C. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Union;

D. Discriminate against an employee because he has given testimony, taken part in any grievance procedures or other hearings, negotiations, or conference for or in behalf of the Union or any employee;

E. Refuse to reasonably meet, negotiate or confirm proper matters with officers or representatives of the Union as set forth in this Agreement;

F. Discharge or discriminate in any way against employees of the Police Department for union membership or union activities.

Section 5.

No employee will be reprimanded, suspended, disciplined, demoted, discharged, or deprived of any advantage without just cause.

Section 6.

The Town will indemnify the employees of the Pembroke Police Department covered by this Agreement in accordance with MGL Chapter 258 Section 9 with the public attorney provision of MGL 258 Section 6 as defined in MGL Chapter 258 Section 1. If law enforcement insurance becomes unavailable to the Town of Pembroke, the Town reserves the right to renegotiate this section.

ARTICLE II

RETENTION OF CIVIL SERVICES 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.

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

This Agreement has not been designed to violate any Federal, State, County laws or Town of Pembroke By-Laws. Except to the extent abridged by this Agreement, the Employer shall not be deemed to be limited by this Agreement in the performance of the regular and customary functions of municipal management and supervision of the Pembroke Police Department. The employer reserves and retains the right to direct and supervise employees of the Department including the assignment to overtime; the right to hire and promote employees to positions within the Department; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the mission of the Department, its budget, its organization, the number of employees to be utilized by the Department, the technology of the Department and its internal security practices; to lay off employees for lack of funds or other Department reorganizations; to determine the types of operations, methods and procedures to be employed, and to discontinue procedures or operations, except as may otherwise be provided by this Agreement.

This Agreement shall not be constructed to deprive employees of any benefits or protections granted by mandatory laws or accepted permissive Legislation of the Commonwealth of Massachusetts.

Section 2.

All job benefits heretofore enjoyed by the employees will continue under the conditions upon which they had previously been legally granted unless benefits are improved by this Agreement.

ARTICLE IV

PAYROLL DEDUCTIONS AND SECURITY

Section 1.

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 form furnished by the Union and agrees to remit same to said Union prior to the end of the month for which 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 deduction is made, the employee must make arrangements with the Union to pay such dues in advance. The provisions of General Laws, Chapter 180, Section 17A as amended apply.

Section 2.

The Union agrees to indemnify and hold harmless the Town for any loss or damage arising from the operation of this Section. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any such dues deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within sixty (60) days after the date such deductions were or should have been made. The obligation of the Town for dues actually deducted under this section terminates upon the delivery of the dues together with a list of the amount of dues and employees from whom they were deducted to the Union.

Section 3.

The Town agrees to require mandatory direct deposit for all bargaining unit members, and to include with the employees weekly electronic payroll check, an electronic stub ~~or~~ with a suitable written breakdown of what exactly the employee is being paid for, for that particular pay period, i.e.

Regular week's salary
3 hours investigation
6 hours court
4 hours road job detail
4 hours detail pay
Night differential $5.41

Section 4.

The Town agrees to deduct from the pay of any employee covered by this Agreement a sum of money submitted on a "Payroll Deduction Notice" and remit same to the Rockland Credit Union. Such agreement shall be between the employee and the Town of Pembroke Treasurer's Office and shall be made according to the General Laws. If an employee is not on the payroll it is up to the employee to make arrangements with Rockland Trust Bank to pay such deductions. This program will be implemented soon as possible, consistent with good operating practices within the Treasurer's Department. The Town will incur no liability for the loss of credit union deduction moneys after depositing same properly addressed as directed by the Rockland Credit Union in the United States Mail.

ARTICLE V

ACCESS TO PREMISES AND UNION ACTIVITIES

Section 1.

Authorized agents for the Union shall have access to Town records relating to the Police Department during normal working hours of the Town Hall staff, to investigate working conditions and payroll records of the Police Department for the purpose of determining whether or not the terms of this Agreement are being complied with. The Town will make normal records available within seven (7) working days of the Union's written request.

Section 2.

Negotiators appointed by the unit shall conduct all official unit business, negotiations, and conferences with the Town Administration or Chief of Police on their own time, except when meeting is requested by the Town Administration, Chief of Police, Wage and Personnel Board or emergency situations.

ARTICLE VI

CONVENTIONS

Duly elected delegates and alternates not to exceed two (2) are to be allowed to attend the Massachusetts Police Association Convention without loss of pay and not to exceed two (2) days per year as provided by C. 147, A. 17d.

ARTICLE VII

DUTIES

The duties of the members of the Police Department shall consist of the following:

1. Protection of persons and property.
2. Prevention of crime.
3. Apprehension and prosecution of all criminals.
4. Control of 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 Massachusetts General Laws C. 41, S. 98.

Section 1.

Police officers shall not be assigned to non-police duties, including washing cruisers (in or 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.

Section 2.

Any officer who is involved in any matter, which results in any court action, shall be required to be responsible for the making of any reports which shall be used in such court action.

ARTICLE VII - A

E 911 IMPLEMENTATION

All Officers covered by this agreement shall perform and be compensated for performing the duties associated with E-911.

All training associated with E-911 shall be provided by the town and will comply with sections VII--Duties, XV-A--Overtime, XX-A--Hours and Working Conditions, XXVI--Police School, and any other sections of this agreement.

The parties agree that the members of the bargaining unit must, as a condition of employment, maintain 911 certification.

ARTICLE VII - B

USE OF FORCE TRAINING

All officers covered by this Agreement shall participate in Use of Force Training at the direction of the Chief of Police. All Use of Force Training shall be provided by the Town at regular intervals and shall comply with all other applicable provisions of this Agreement. For participating in said training, the parties agree that members of the bargaining unit shall be compensated as follows:

On June 30, 2013, members of the bargaining unit shall receive a stipend of $650 rolled into their base pay.

On July 1, 2013, members of the bargaining unit shall receive an additional stipend of $950 rolled into their base pay, such that the total amount of compensation to be paid for this stipend is $1,600.00 per member of the bargaining unit. The parties acknowledge that $300 of this stipend is an equitable adjustment for a fourth personal day granted to another bargaining unit in a prior fiscal year.

ARTICLE VIII

CLOTHING AND EQUIPMENT ALLOWANCE

Section 1.

The clothing allowance for the members of the bargaining unit shall be as follows: First year men will be provided the following articles of clothing:

a. (1) PPD ball cap (summer hat)	g. (1) black necktie and clip
b. (1) police hat/cover	h. (1) pair of boots
c. (1) ¾ length rain coat	i. (1) three-season jacket with removable liner
d. (3) short sleeve shirts	j. (1) ballistic vest
e. (3) long sleeve shirts	k. (1) belt
f. (4) pairs of 8-pocket pants	l. (1) dress blouse coat

Second and subsequent years $800.00

Section 2.

Any required change of style, type or color of uniform or attire shall be paid for by the Town unless 2/3's of the Union agrees to make such changes from their own clothing allowance. If such is agreed by 2/3's of the Union and the Chief, other employees shall have to respond to this change.

Section 3.

The uniform allowance shall be paid to each employee in one lump sum payment each year prior to August first of that year.

Section 4.

Clothing may be purchased by employees assigned as plainclothesmen for such items as designated by the Chief of Police.

Section 5.

In addition to the annual clothing allowance, the Town agrees to furnish the following equipment to the employees at the Town's expense:

A. Eight (8) riot sticks, eight (8) riot helmets, eight (8) gas masks

B. One (1) tear gas gun and adequate ammunition to be kept at the station and used at the discretion of the ranking officer on duty.

C. All service ammunition to be issued at the discretiou of the Chief.

D. All target ammunition to be issued at the discretion of the Chief for department firearms training orientation.

E. All hard goods such as, but not limited to a club, handcuffs-with case, mace-with holder, hat badges, shirt badges, jacket badges, revolver with belt and holster, flashlight and batteries (as reasonably needed), ballistic vest on a scheduled replacement, and insignias, patches, stripes, whistles as required by the Chief of Police and provide reasouable maintenance and replacement for the above.

Section 6.

The Town will repair or replace externally worn eyeglasses not to exceed the actual cash value, replace any part of an Officer's uuiform or equipment that is damaged or destroyed in the reasonable performance of his/her duties not to exceed the actual cash value, and repair or replace watches not to exceed $50.00 that are damaged or destroyed in the reasonable performance of duty.

Section 7.

Each employee shall be issued a pistol permit at the Town's expense.

Section 8.

Effective July 1, 2009, each member of the bargaining unit will receive a $350. uniform cleaning allowance, which will be paid to the employee annually on or before August 1st.

ARTICLE IX

GRIEVANCE

Grievances arising out of matters covered by this Agreement, and disputes and consultations on any question arising out of the employer-employee relationship will be processed in the following manner:

Section 1.

An employee or the Union having a grievance or complaint must take up the grievance or complaint, through the Union Steward, with the Chief of Police, or his designee in the absence of the Chief, in writing, within seven (7) scheduled working days of the Union Steward, after the occurrence of the alleged event or after the aggrieved becomes aware of the event. The Chief of Police shall give his decision within seven (7) scheduled working days of the Chief, in writing.

Section 2.

If the employee or the Union is not satisfied with the decision of the Chief, he may appeal to the Board of Selectmen within seven (7) scheduled working days of the Union Steward. The Board shall render their decision in writing within ten (10) days.

Section 2A.

The Board of Selectmen shall hear grievances in executive session unless a public hearing is specifically requested in writing by the Union.

Section 3.

If the decision of the Board of Selectmen is not acceptable to the employee or to the Union, they may appeal to the American Arbitration Association within fifteen (15) days for a decision. The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

Section 4.

Grievances or complaints must be put in motion within the above time limits or will be considered null and void.

Section 5.

The employee, when discussing his grievance or complaint with management, may be accompanied by an official of the Local Union.

Section 6.

The above time limits may be extended as mutually agreed upon.

Section 7.

The employee and the Union shall be in a pay status when acting as a witness, if requested by the administration, or when processing a grievance or complaint in Section 1 and 2 above.

Section 8.

The cost of arbitration shall be borne equally by the employer and the union.

Section 9.

In choosing an arbitrator, the American Arbitration Association will be requested to render a list of five (5) arbitrators. If the parties cannot agree on an arbitrator, they shall each strike one from the list until only one (1) arbitrator is left. The remaining name on the list of names shall be the arbitrator.

Section 10.

Notwithstanding any other terms of this Agreement, any matter which is subject to the jurisdiction of the Civil Service Commission, as, for example, discharge or suspension, or any matter which is subject to the jurisdiction of any retirement board established by law or ordinance, and any incident which occurred or failed to occur prior to the effective date of this Agreement, shall not be subject of any grievance or arbitration hereunder.

Section 11.

The arbitrator shall make no decision;

A. which alters, amends, adds to or detracts from the language of this Agreement;
B. which recommends a right or relief for any period of time prior to the effective date of this Agreement;
C. which modifies or abridges in any way the rights or prerogatives of the Town or the Police Chief.

Section 12.

The Union agrees, to the extent possible, that all grievances or complaints shall be processed during non-working time, and the Town agrees that when the circumstances require, permission to process grievances or complaints during working hours shall not unreasonably be withheld.

ARTICLE X

STEWARDS

The Town recognizes the right of the Pembroke Police 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:

Section 1.

The investigation and presentation of the grievance in accordance with provisions of the collective bargaining agreement.

Section 2.

The transmission of such messages and information which 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.

Section 3.

Processing of grievances by the Union Steward shall be allowed during his working hours as reasonably necessary with the approval of the Chief.

ARTICLE XI

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, work schedule, sick leave, overtime, or any other time due the employee, and an up-to-date typewritten record of the above mentioned time owed shall be posted on the bulletin board.

ARTICLE XII

BEREAVEMENT

Section 1.

In the event of a death occurring in the immediate family or permanent household member of an employee, such employee shall be entitled to receive bereavement leave without loss of pay for the purpose of attending funeral services, arranging for burial, and attending to family affairs. It is understood these bereavement days must be days upon which the employee is regularly scheduled to work.

Section 2.

Any employee who suffers the loss through death of his father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step brothers and sisters, sons-in-law, daughters-in-law and grandchildren shall be granted a leave of absence not to exceed five (5) 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 per day at his regular rate. Two (2) days shall be granted for death of grandparents to be paid as specified above.

Section 3.

In cases where funeral arrangements are delayed or are out of state, the Chief of Police may, in his discretion, provide for such additional leave without loss of pay up to a maximum of five days provided such leave is necessary for the employee's attendance at the funeral.

Section 4.

After fifteen (15) days in a year, each day in excess of fifteen (15) days will be deducted from accumulated sick leave.

Section 5.

In the event an employee requires leave for a death in his family not covered by this article, the Chief of Police may, at his discretion and with the employee's approval, grant such leave as is necessary and deduct such time used from any personal days granted, or if in excess of personal days allowed, may be deducted from sick leave or vacation leave due to the employee.

ARTICLE XIII

TEMPORARY SERVICE OUT OF RANK

Section 1.

Any employee temporarily assuming the duties and responsibilities of a higher rank for a period of four (4) hours or more, shall receive the pay of such higher rank, equal to the rate of employee being replaced, until relieved of such additional responsibilities.

Section 1A.

The provisions of this article shall not apply to the detectives unless such shifts are filled in excess of ten consecutive days of duty.

Section 2.

Should such an absence occur, the senior employee on duty shall temporarily fulfill the duties of the higher rank.

Section 3.

Said compensation shall be included in the employee's payroll check for the week in which the temporary service pay was earned.

ARTICLE XIV

LEAVE OF ABSENCE AND SPECIAL LEAVE

Section 1.

Leave of absence without loss of pay shall be permitted for the following reasons in accordance with the provisions of Massachusetts General Laws, Chapter 31, Section 46E as amended:

A. Promotional examinations conducted under Civil Service law and rule for promotion to any position in the service of the Pembroke Police Department, these exams oral or written.

B. Medical examinations for retirement purposes.

C. Blood donations - adequate time will be allowed without loss of pay to include donating and recovery time, as approved by the Chief.

Section 2.

Each employee shall be granted special leave with pay for a day on which he is able to secure another employee to work in his place provided:

A. Such substitution does not impose any additional cost to the Town with approval of the Chief of Police or his designee.

B. The Chief or officer in charge shall be notified not less than twenty-four (24) hours prior to its becoming effective, except in the case of emergency notification may be made by telephone.

C. No special leave will be granted to allow any police officer to work an outside detail.

D. Shift swaps across ranks (sergeant for patrolman) shall be limited to twelve (12) per year per sergeant unless specifically approved by the Chief.

ARTICLE XV - A

OVERTIME

Section 1.

The Town and the Union agree that overtime is all assigned authorized or approved service outside of or out-of-turn of an employee's regularly scheduled tour of duty or shift, including service on an employee's scheduled day off or during his vacation and service performed either prior to the scheduled starting time or subsequent to the scheduled quitting time of his regular tour of duty and service.

Section 2.

The Town and the Union further agree that overtime shall be defined as any and all work paid by the Town performed by police officers in addition to the regular work week to include, but not limited to, filling in for officers who are on sick leave or sick days, vacation days, court attendance, bereavement leave, attendance at police schools or police academy, investigations, or special duties, and any other leave legally granted by the Town and to include Town Meetings and elections.

Section 3.

Said overtime pay shall be included in the employee's payroll check for the week in which the overtime pay was earned, provided officers shall have submitted overtime slips reflecting the total hours of overtime worked on or before 8:00 am on Monday of the payroll period.

Section 4.

All assignments for overtime or extra shifts will be made by the Chief of Police or his designee.

Section 5.

Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service, unless they so desire to accumulate the time and take the time off at a later date.

Section 6.

Posted scheduled work shifts or tours of duty and days off schedules of individual employees or groups of employees will not be changed, altered or modified for the purpose of avoiding the payment of overtime.

Section 7.

First preference shall be given to full time regular Civil Service appointed police officers for all extra shifts and overtime, except in the case of emergency. No other officers shall be used to deprive a full time regular Civil Service appointed police officer of overtime, except, however, that the Chief of Police shall have the option to use either full time officers or intermittent officers to fill vacancies resulting from performance of duty injury leave, sick leave, or authorized leave of absence in excess of ten (10) consecutive shifts per officer per occasion.

Section 8.

A police officer committed to his regular tour of duty or outside detail is not eligible for overtime or extra shifts, but would maintain his name on the list. Police officers shall be given maximum possible advance notice of overtime and extra shift assignments.

Section 9.

All assigned overtime, extra shifts, and scheduled vacations shall be posted on a chart and placed on the bulletin board at Police Headquarters except in emergency situations. Said chart

shall contain sufficient information to determine whether assignments are being made in accordance with the provisions of this regulation.

Section 10.

All employees shall be given at least four (4) hours advance notice of overtime work opportunities except in the case of emergency. Scheduled overtime shall be posted and distributed to all employees on a rotating basis. Employees shall have the option of declining overtime unless the list becomes exhausted except in the case of an immediate emergency. All employees in the bargaining unit shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 11.

Employees shall not be required to suspend work in regular hours to absorb overtime.

Section 12.

All overtime will be distributed fairly and equitably to all members of the unit.

Section 13.

When investigators, safety officers or prosecutors, or any other specialty assignment, work overtime hours while in the performance of their specialized work or any other officer given overtime hours to work any specialized assignments such as stakeouts, investigations, etc., or any other overtime not covered here, excluding an officer attending court as a witness, he/she shall have his/her name removed from its position on the overtime rotational list as follows: 8 hours or more - removed to the bottom of the 8 hour shift list. Any service under 8 hours, but not less than 4 hours, will be removed to the bottom of the partial 4-hour list.

ARTICLE XV - B

COURT TIME

Section 1.

Any employee on duty at night, or on vacation, or on a day off, or on an authorized leave of absence, who attends as a witness or in another capacity in the performance of his duty in a criminal matter or a civil matter in any case pending in any District Court, Juvenile Court, or any Superior Court, or before any Grand Jury proceeding, or in conference with the District Attorney, or any Assistant District Attorney, or at any pre-trial conference, or any other related hearing or proceeding, or any Registry of Motor Vehicles hearing, or who is required or requested by any City, County, Town, State or Federal Government, or any of the subdivisions or agencies of any of the foregoing, to attend or appear before any department, agency, board, commission division or authority or official of the State or Federal Government or subdivision or agency of any of the foregoing or who attends as a witness or in any other capacity in the performance of his duty for the Government of the United States, the Commonwealth or the Town in a criminal matter or civil matter or any other case pending in a Federal District Court, or before a Grand Jury

proceeding, or a United States Commissioner, or a conference with the United States Attorney, or any Assistant United States Attorney or at any pre-trial conference, or any other related hearing or proceeding, at the request of the administration, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than four (4) hours such pay on an overtime service basis, provided, however, that if he so attends or appears during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last attendance on last such day. Provided, further, that if any such occasion occurs on a holiday, which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions of this Agreement.

Section 2.

Employees should not be required to appear in court during their scheduled vacation leave.

Section 3.

The prosecuting officer shall try to arrange court appearances at the convenience of the arresting officer and not during vacations when possible.

Section 4.

Employees shall not be required to wait for any witness fees due them for attendance in any court as a result of performance of their duties. Employees shall be paid for their attendance in any such court by the Town under the provisions of this article. Any witness fees due the employee from his attendance in said courts shall accrue to the Town once the Town has paid the employee for his attendance.

Section 5.

Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service resulting from court appearances.

Section 6.

If an officer is required to be present both morning and afternoon, that is after 12 noontime, he shall be allowed a meal allowance of ten (10) dollars.

Section 7.

Said court time shall be included in the employee's payroll check of the week in which the court time pay was earned.

Section 8.

All court including transportation of prisoners is to be paid at a minimum of four (4) hours at time and one-half, in accordance with the FLSA.

Section 9.

If a police officer is required to go to court to sign a complaint as the result of an arrest, and is required or not required to appear before the court for the arraignment; he will be paid at the time and one-half rate for a minimum of four (4) hours pay, in accordance with the FLSA.

ARTICLE XV-C

COURT OFFICER AND ASSISTANT COURT OFFICER

Section 1.

The Town and the Union recognize that the Court Officer position is supervisory in nature; therefore, the position is recognized as a Sergeant's position. The Court Officer position shall be posted each time a shift change is made available to the Union as stated under Article XX, Section 5, and shall be bid in seniority order as with all other Sergeants' shifts.

Section 2.

The Town and the Union recognize that the Assistant Court Officer's position is supervisory in nature; therefore, the position is recognized as a Sergeant's position. The Assistant Court Officer's position shall be posted each time a shift change is made available to the Union as stated under Article XX, Section 5. A Sergeant may not exceed two consecutive terms as Assistant Court officer unless all other sergeants have refused or been passed over by the Chief for just cause. Patrolmen may accept this position only upon refusal of all sergeants or being passed over for just cause.

ARTICLE XV-D

K-9 UNIT / OFFICERS

The Chief of Police may deploy a K-9 Unit and assign a patrolman, by agreement with the officer, to this unit. The K-9 Unit will work the shift that the K-9 Officer is awarded through the bidding process. The K-9 Unit will attend K-9 In-Service Training, as assigned by the Chief of Police. While the K-9 Unit is deployed by the Town of Pembroke Polcie Department, the K-9 is the property of the department. If for any reason the k-9 Unit is terminated, or the K-9 Officer discontinues his position, the K-9 immediately becomes the K-9 Officer's personal property and the department gives up all rights regarding the K-9. The department will be responsible to pay for any equipment, supplies, and veterinary care for the K-9 Unit while the K-9 is the property of the department. The initial uniforms for the officer will be purchased by the department, and any upkeep will be maintained by the officer using his/her clothing an cleaning allowances.

The K-9 Officer will be allowed an appropriate amount of time of one-half hour during on duty days to feed and care for the K-9. Shift Commanders will allow this time during the K-9 Unit's regular shift. The K-9 Officer will be compensated by a stipend of five thousand ($5,000) per year (fiscal) for care of the K-9, which will be paid in a lump sum on the first pay week in June each year. This compensation is paid for an appropriate amount of time for the K-9 Officer's feeding and care for the K-9, for the K-9 Unit's off-duty days.

A K-9 handler who is promoted within the bargaining unit will have the option to continue working their dog until it is retired. When selecting a new K-9 handler, a patrol officer will be selected to fill a new position. All provisions of this article will be honored regardless of rank of the K-9 handler, including the $5,000 stipend for K-9 care.

ARTICLE XV-E

FIELD TRAINING OFFICERS

The Pembroke Police Department shall establish and maintain a Field Training program for the purposes of training police officers in the knowledge, skills, and abilities necessary to perform their duties as Pembroke Police Officers. The format and implementation of the Field Training shall be under the direction of the Police Chief. Selection of officers as Field Training Officers (FTO) shall be at the sole discretion of the Chief and the selection is not subject to the grievance procedure. Officers who volunteer and are selected as Field Training Officers will be provided appropriate training in accordance with police training standards. FTOs shall be compensated at the rate of pay as listed in the Article XXIII wage scale. Field Training Officers shall be compensated at this rate of pay for only those hours while performing the duties of FTO.

ARTICLE XVI

OUTSIDE DETAILS

Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees, is what the courts refer to as non-delegable exclusive managerial prerogatives. The Town of Pembroke and the Pembroke Police Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service as well as the qualifications of persons to perform traffic direction in the Town to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in the Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number and ranks of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

Section 1.

The following provisions shall confirm the assignment of extra duty details for full time regular Civil Service appointed police officers where the detail is to be paid by outside individuals, groups, corporations, organizations, or municipal departments.

Section 1A.

Road details (road jobs) shall be compensated at a four (4) hour minimum. Any Road Detail that extends beyond the four (4) hour minimum shall be paid eight (8) hours. This section shall not

apply to any other details that are not Road Details, Town Details, and Town Road Details or overtime assignments.

Section 2.

All regular officers will signify in writing their desire to accept outside details. A current rotating list of officers desiring outside details will be maintained at Police Headquarters. Exchanging of outside details by officers may be made if approved by the Chief of Police or his designee.

Section 3.

All assignments to outside details shall be made by the Chief of Police or his designee. All details will be distributed fairly and equitably to all members of the unit and as to the number of details, type, and compensation. No Officer shall be assigned to an outside detail who has been on sick leave during the previous 8 (eight) hours. Family sick days excluded.

Section 4.

Any employee who performs a paying detail not officially assigned by the Department and recorded and posted as required by this Agreement, will not be protected by the provisions of Massachusetts General Laws, Chapter 41, Sections 100 and 111F as amended.

Section 5.

First preference shall be given to full time regular Civil Service appointed police officers of the Police Department on all details.

Section 6.

The employee shall be given the maximum possible advance notice of available detail duty. This should be a minimum of eight (8) hours notice or immediately after the request for officers is received by the authorized officer, whenever possible.

Section 7.

If a detail is canceled and the customer fails to notify the police department at least two (2) hours prior to the start of the detail, the customer shall be charged up to four (4) hours pay.

Section 8.

Said detail pay shall be included in the employee's payroll check for the week in which the detail pay was earned, provided officers shall have submitted completed Detail slips reflecting the total hours worked on or before 8:00 am on Monday of the payroll period. If payment of an outside detail would cause a deficit in the revolving account, payment shall be deferred until the deficit has been resolved by the receipt of sufficient funds.

Section 9.

Employees shall not be required to accept compensatory time off in lieu of monetary compensation for details worked.

Section 10.

A police officer committed to his regular tour of duty is not eligible for outside details, but he would maintain his name on the list.

Section 11.

All assigned details shall be posted on a chart and placed on the bulletin board at Police Headquarters. Said chart shall contain sufficient information to determine whether detail assignments are being made in accordance with the provisions of this regulation.

Section 12.

All road jobs (involving construction where the detail is deemed appropriate) worked on Saturday and/or Sunday and/or legal holidays will be paid at the rate of double time the maximum patrolman's pay.

Section 13.

Outside details will be paid at the rate of time and one-half the maximum patrolman's pay. In situations where four (4) men or more are involved in a detail, the senior patrolman in charge or the superior officer in charge on the case shall receive an additional one-dollar per hour for the detail.

Section 14.

Any employee working a detail or road job in excess of eight (8) continuous hours in duration shall be paid double time the maximum patrolman's pay for the hours in excess of 8 hours and any employee working a road job, or any part of one, between the hours of 10:00 P.M and 6:00 A.M. will be paid at the rate of double time the maximum patrolman's rate.

Section 15.

Any employee assigned to work any detail involving labor strikes or labor disputes, the employee will be paid at the rate of double the maximum patrolman's pay except in the following situations in which the employee will be paid at time and ½ of the maximum officer's pay; strikes/disputes involving employees of the town of Pembroke, vacant or on occupied buildings, municipally owned buildings and/or property.

ARTICLE XVII

SENIORITY

Section 1.

Seniority for the purposes of determining patrolmen's contractual benefits shall be from the time of his/her permanent appointment as a patrolman, provided that any ties shall be broken by the higher grade in the civil service examination and any further tie be broken by reference to any prior intermittent service as a Pembroke patrolman.

Seniority for sergeants shall be measured by time in grade with any tie being broken by reference to the sergeant's civil service grade.

If the Civil Service score is not available, and there is no Permanent Intermittent status, the Police Academy standing at the time of graduation shall be the determining factor. The highest standing shall have seniority.

Section 3.

All advancement in rank shall be made on the basis of the Civil Service Examination System for all employees of the Pembroke Police Department.

Section 4.

A seniority list for the Pembroke Police Department shall be submitted to the Union upon written request.

ARTICLE XVIII

HOLIDAYS

The following will be observed as paid non-working days: New Years Day, Martin Luther King Day, Washington's Birthday*, Patriot's Day*, Memorial Day*, Independence Day, Labor Day, Columbus Day*, Veteran's Day*, Thanksgiving Day, Christmas Day.

*As observed in the Commonwealth of Massachusetts

Section 1.

If a regular workday of a full time police officer occurs on any of the holidays listed above and he is required to work on said date, he shall be entitled to either an additional day's pay or an additional day off.

Section 2.

Any officer working any shift on December 25, or from 4 p.m. to 12 midnight on December 24 and 31, or 12 midnight to 8 a.m. on January 1, will be paid double time in addition to any holiday pay. Additionally, any officer who works Thanksgiving Day, any shift shall receive double time in addition to holiday pay.

Section 3.

In the case of any such police officer whose regular day off (or vacation day) occurs on any of the above holidays, he shall be entitled to either an additional day's pay or an additional day off. The determination as to whether an additional days pay or an additional day off shall be received in both of the above situations shall be made by the Chief of Police.

Section 4.

Any officer requested to march in a parade by the Chief of Police shall be compensated at the rate of time and one half his regular rate of pay in accordance with the FLSA.

Section 5.

When a police officer is required to work on any holiday provided by law, the regular work of an officer shall not be changed.

Section 6.

When an employee ceases to be a member of the Pembroke police force, he shall be entitled to holiday pay that he has accrued.

Section 7.

Holidays that fall between June 1 and November 30 shall be paid on the first payday in December. Holidays that fall between December 1 and May 31, shall be paid on the first payday in June.

Section 8.

When any of the aforementioned holidays fall during any period of an employee's paid injured leave, he shall receive for such holiday, in addition to his regular weekly compensation, an additional day's pay computed as one-fifth (1/5) of his regular weekly compensation. (G.L. 147 17A)

ARTICLE XIX

VACATIONS

Police officers shall be granted annual vacations without loss of pay as follows if the police officer has occupied a full time position in the police department and has been in continuous service for the Town for not less than twelve (12) months.

After 1 year but less than 5		ten paid days
5 years but less than 10		15 paid days
10 years but less than 20		20 paid days
20 years and more	(eff. 7/1/94)	25 paid days

Effective July 1, 1995, (Fiscal Year '96), any employee of the bargaining unit who reaches their 16th year will be granted 21 paid days and in their 17th year will be granted 22 days and in their 18th year will be granted 23 paid days and in their 19th year will be granted 24 paid days and in their 20th year, and each subsequent year will be granted 25 paid days. Every employee occupying a full time position will be granted an additional five (5) working days vacation in the

twentieth (20th) year of employment and an additional ten (10) working days vacation in the twenty-fifth (25th) year of employment: these additional vacation days will be granted in the anniversary year for one year only.

Section 1.

1. Requests for vacation will be submitted with as much advance notice as possible. Emergency requests may be considered on a case-by-case basis. The chief or his designee may grant vacation requests in accordance with the provisions enumerated in sub-paragraph a, b, and c of this section.

    a. Shift #1 – (12 Midnight to 8 a.m.) – Not more than two officers will be absent at once from Shift 1 by reason of vacation.

    b. Shift #2 – (8 a.m. to 4 p.m.) – Not more than three officers will be absent from Shift 3 by reason of vacation.

    c. Shift #3 – (4 p.m. to 12 Midnight) – Not more than three officers will be absent from Shift 3 by reason of vacation.

    d. These numbers would be decreased by one for the period 4 p.m. on December 24 to Midnight on December 25 of any year and for the period from Midnight on July 4 to 8 a.m. on July 5 of any year.

Section 2.

Regular days off will not be considered vacation days arising during the officer's vacation schedule.

Section 3.

Allowance will be made for an officer to split his vacation as to weeks and days anytime within the schedule if he so desires and with approval of the Chief of Police.

Section 4.

Vacations not taken in the fiscal year in which they are due shall accumulate from year to year but not beyond the third fiscal year in which it was earned but not to exceed one (1) week per year.

Section 5.

Each employee shall have the option of requesting that he be paid his full vacation pay in advance by one (1) week's written notice to the Chief to such effect. Payment to be made last payday prior to vacation.

Section 6.

If an employee because of illness or accident, is unable to begin his vacation when scheduled, the employee shall notify the Chief of Police in advance of the date when his vacation is to begin, and his vacation will be rescheduled in the best manner possible.

Section 7.

Upon death of an employee who is eligible for vacation under this article, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation years prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of his separation from the payroll.

Section 8.

Employees who are eligible for vacation under this article and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two (2) weeks notice has been given previously), or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned in the vacation years prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces, but not granted. In addition, payment shall be made for that portion of vacation allowance earned in the vacation year during which such dismissal, resignation with notice, retirement or entrance into the Armed Forces occurred up to the time of the employee's separation from the payroll.

Section 9.

An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls within or is legally observed within his vacation leave.

Section 10.

Vacations will be computed according to each fiscal year and will be granted on July 1 of each year.

Section 11.

The Chief or his designee should make an effort to schedule court appearances of employees covered by this Agreement so that such appearances will not interfere or interrupt the employee's vacation.

Section 12.

Military leave shall be granted in accordance with the Military Pay Act of 2003. Military leave not to exceed thirty-four (34) days for training and deployment will be granted at full pay. Additional leave for deployment will be granted, and the difference in pay will be paid by the Town. Time off for military leave will be granted without loss of vacation time.

Section 13.

Every effort will be made to allow swapping of days when an officer is required to attend weekend drills.

Section 14.

Employees of the Police Department may sell back to the Town their excess vacation time as follows:

10 days earned per year	-	sell back 0 days
15 days earned per year	-	sell back 5 days
20 days earned per year	-	sell back 10 days

Vacation days sold back to the Town will be at the employees straight time rate, subject to the approval of the Chief of Police with payment being made within thirty (30) days of the approval.

ARTICLE XX

HOURS OF WORK AND CONDITIONS

Section 1.

The regular hours of work shall be as follows:

Shift #1	12 midnight to 8 a.m.
Shift #2	8 a.m. to 4 p.m.
Shift #3	4 p.m. to 12 midnight

Section 2.

Shifts will run for consecutive hours except in the case of emergency.

Section 3.

All employees shall be granted reasonable time off for meals.

Section 4.

The Town agrees that the department go on a 4 and 2 workweek effective January 1, 1981 for all positions within the department with the exception of detective(s), court officer, and safety officer. A six week cycle is to be used in which eligible employees will work 40 hours per week for the first four (4) weeks of the cycle and thirty-two (32) hours per week on the fifth and sixth week of the six week cycle. This will result in one extra day off every third week for a total of (17.3) additional days off per year. Overtime shall be paid at the rate of one and one half of an employees hourly rate in accordance with the FLSA, and said overtime shall be figured as any time over and above the hours that an employee is regularly scheduled to work in a particular week, using forty (40) hours per week as the average for determining the hourly rate. There will be two weeks in which the employee shall work thirty-two (32) hours and any hours over that time shall be considered overtime. With respect to detective(s), court officer, and safety officer, such employees will be assigned according to a schedule determined and posted by the Chief. This schedule shall provide the same number of days off during any given year as the patrol four and two workweek.

Section 5.

A. Except as provided in paragraph (B) of this Article, changes in the work schedule will be posted at least forty-five (45) days in advance except for detectives whose schedules are set thirty days in advance and may be changed without notice provided agreement is reached between the Chief and detective(s). Posted work schedules (except for detective(s) shall remain in effect for at least forty-five (45) days. Shift changes shall be administered every six months (approximately) in the spring and fall, or by agreement between the Chief and the Union.

B. When a shift(s) becomes vacant due to an officer's illness, injury, retirement, leave of absence, or other unanticipated absence, the Chief may call for a complete shift change providing for a forty-five (45) day advance notice.

C. The Chief may use permanent intermittents to cover vacancies in excess of ten (10) days.

D. Compensatory time shall be credited at the rate of time and one-half for all hours worked outside an officer's regularly scheduled tour of duty. Compensatory time is not available for paid details and will be requested by the employee in writing by Wednesday at 8:00 am for the following week, or forty-eight hours prior to the time off requested. Compensatory time off requested with less than forty-eight hours notice shall not be denied, if the shift can be filled. If another officer can be found to fill the shift to allow another officer to take Compensatory Time Off, that officer is committed to working that shift and cannot call in or take that shift off, unless that officer or the administration can find another officer to work that shift.

Section 6.

Newly appointed officers, while attending the Recruit Academy will be assigned to a 5 & 2 workweek to comply with Academy schedule. Upon graduation from the recruit Academy, officers will be assigned to shifts at the discretion of the Chief. Such assignments shall not exceed three (3) months iu duratiou.

ARTICLE XXI

INSURANCE AND RETIREMENT

The present plan for full time police officers and their dependents shall remaiu in force unless improvements are granted and deductions for the police officer's share shall be deducted as the Town Treasurer determines.

Section 1.

The Town agrees that this article of the Agreement shall be reopened for collective bargaining between the Town and the Uniou should any change occur in the insurance benefits available to Town employees; such as the Town deciding by a vote of the Town at Town Meetings or on the

ballot, or by decision of the Selectmen to increase the Town's share of contribution of payment to the current Blue Cross/Blue Shield Master Medical plan or to add dental coverage to this plan.

Section 2.

The Town and the Union agree that the present method of contribution to the Plymouth County Retirement Association by employees toward pension upon retirement shall be continued in full force and effect.

Section 3.

Effective July 1, 2011, all Union employees shall contribute 23.5% towards the total premium for any Health Management Organization (HMO).

ARTICLE XXII - A

SICK LEAVE

The Chief of Police may request medical evidence of illness or injury when absence relating to said illness or injury exceeds three (3) days.

Section 1.

The Town and the Union acknowledges that the overuse of sick leave creates an inherent risk to fellow officers and undue hardships to those officers who must also do the work of the officer on sick leave. The following procedures are not designed to invade the privacy of an officer who is truly ill, but only to safeguard against an officer who may overuse his/her sick leave.

1. An officer who is going to be absent from duty for reasons which entitles him/her to sick leave, shall notify the on-duty Shift Commander as soon as the officer becomes aware that he/she will be unable to report to duty. The officer receiving the notification of sick leave must complete the required department form. If the sick day has been scheduled prior to the shift, the call will not be necessary. The officer need not state the nature or the reason for the absence to the Shift Commander, however, the officer must, via email, state the nature and reason for the absence to the Chief of Police upon return to duty or on an extended absence, report to the Chief of Police or his designee upon his request.

2. The Police Chief (or designee) may, at the Town's expense, require the officer to submit a statement or medical opinion from a physician selected by the Town regarding the officer's ability to return to work.

3. After initial approval of sick leave, an officer who continues to be physically unable to perform his/her normal duties shall be requested to present each thirty days a physician's statement to the Police Chief confirming the officer's coutinued inability to perform his/her normal duties. Nothing in this sectiou shall limit the Town's rights under Section 4 or Article XXII-C.

4. Nothing in the provisions of this Article shall be construed to limit either the Police Chief's or his designee's authority to conduct follow-up inquiry of the officer's claim of sickness or injury.

Section 2.

Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

1. Illness or injury, which did not occur while on duty.

2. When an employee is required to undergo emergency medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours.

3. When the serious illness of an employee's immediate family requires his/her personal attendance, the employee may use sick leave not to exceed seven (7) days in one year, which can be extended at the Chief's discretion. The Police Chief may query the officer to determine if the leave is in compliance with this section. The exact nature of the illness need not be disclosed.

4. After officer has exceeded limit allowed in Article XII-Bereavement.

Section 3.

Full time police officers are entitled to fifteen (15) scheduled working days sick leave per year to be granted as of July 1 of each year if a police officer has completed a minimum of six (6) months service in the Town. Annual sick leave benefits may be accumulated up to two hundred (200) days. New officers that are appointed after July 1, in any year, shall be granted 1 and ¼ days per month to the next July 1.

Section 4.

Sick leave will be granted on July 1 for use at any time during the next year.

Section 5.

Employees whose services have been terminated because of retirement shall be paid for fifty (50%) percent of all accumulated sick time in a lump sum at the prevailing rate of pay on the date of such termination of services payable within sixty (60) days of retirement.

Section 6.

In the event of the death of any employee, one hundred (100%) percent of all accumulated sick leave shall be paid in a lump sum at the prevailing rate of pay to the estate of the employee payable within sixty (60) days of death.

Section 6A.

In the event an officer dies as the result of injuries received in the line of duty his estate will be paid 100% of the accumulated sick leave within 60 days of death.

Section 7.

There shall be no loss of sick leave when an officer is granted injury leave and/or light duty under Article XXII-C (Injury on Duty/Light Duty) of this Agreement.

Section 8.

Sick leave shall accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation.

Section 9.

In order to financially cover police officers who are unable to work due to non-occupational injury or illness for an extended period of time, the Town and the Union agree to institute a sick leave bank, which will be governed by the following rules and regulations:

A. Funding

1. On February 1, 1983 each police officer will contribute one (1) day of his accumulated sick leave time to the bank and this will be matched by the Town on a two-to-one basis. If an officer has no accumulated sick leave as of February 1, 1983, he will contribute that one (1) day whenever he first accrues additional sick leave time and the Town will put two (2) days into the bank at that time.

2. On July 1, 1983 each police officer will contribute one (1) day of his accumulated sick leave time to the bank and this will be matched by the Town on a one-to-one basis. This is in addition to any contribution made to the bank as noted in A-1 above.

3. On the first day of each fiscal year, beginning on July 1, 1984, each officer will contribute one (1) day of his accumulated sick leave time to the bank. This section would only be used if the total number of days in the bank were less than one hundred twenty (120) on the first day of that fiscal year.

B. Eligibility

1. All police officers must contribute to the bank.

2. To draw sick leave benefits from the bank a police officer must meet the following minimum requirements:

a. Have accumulated thirty (30) days of sick leave time as of the previous June 30.
b. Use all available accumulated sick leave, personal days and vacation time.
c. Be absent more than one (1) week.
d. If absence occurs through start of another fiscal year, use any sick leave credited on July 1 of that year, minus any days contributed to the bank as spelled out in other sections of the sick leave bank provision.

3. Any officer who originally satisfied B-2 (a) above, but whose accumulated sick leave falls below thirty (30) days due to an extended illness without drawing from the sick leave bank, will remain eligible for the bank benefits as long as he had averaged at least seven (7) days accumulation of sick leave time per fiscal year following that extended illness. This extended illness must be at least one (1) week in length and this continued eligibility is subject to the majority approval of the committee members present.

C. Draw

1. If a police officer has satisfied the requirements listed in B. above, he will be eligible to apply for up to (90) work days maximum coverage per fiscal year and/or incident at one hundred percent (100%) of normal base pay, which will start on the first regular work day after B-2 (b) and (c) and C-3 are satisfied.

2. For each day a police officer is out and draws on the bank as noted in C-1 above, one (1) full day will be removed from the bank.

3. Either the police officer, or a Union official in his behalf, must request in writing that he be paid from the sick leave bank no later than two (2) weeks prior to potentially receiving benefits. The sick leave bank committee will review this request within two (2) weeks and the benefits will be allowed if so voted by a majority of the committee present.

4. Each case for which benefits have been allowed must be reviewed by the committee at least every four (4) weeks and in each case the committee must by majority approval, vote to continue payment from the sick leave bank as allowed under C-1.

5. The committee may vote during any review to meet earlier than four (4) weeks on any particular case. In each review, the committee must vote to continue or discontinue further payments under C-1 and a majority must approve for benefits to continue. Any motion to meet on a particular case sooner than four (4) weeks will be adopted unless a majority of the committee oppose such a motion.

D. Payback

1. Each police officer who draws from the sick leave bank must return the days drawn from the bank in the following manner:

a. On July 1 of each fiscal year after completing drawing from the bank, contribute at least seven (7) days of sick leave accrued until the total days drawn are returned. This is in addition to any contribution made in other sick leave bank provisions.

b. On retirement or death, any balance of days drawn from the bank not yet returned will be taken from any accumulated sick leave, if any.

2. In addition to D-1 (a) above, this officer has the option of contributing unused vacation days to the bank as part of his payback.

3. Any officer who has initially met the eligibility requirement under B-2 (a) and has drawn from the sick leave bank will continue to be eligible for the bank benefits if he is still returning days to the bank under D-1(a) above or has satisfied that requirement and has averaged at least seven (7) days accumulation of sick leave time per fiscal year after completing that payback requirement, or satisfies Section B-2(a).

E. Sick Leave Bank Committee

1. The committee will be comprised of six (6) members, three (3) representing the Town and three (3) representing the Union. This committee will meet as stated under A through D of the sick leave bank provisions and each member will have one vote on any motion or request for benefits. The Town will be represented by the three (3) members of the Wage and Personnel Board or other individuals approved by the Board of Selectmen.

2. Any decision of this committee shall not be subject to the Grievance Arbitration Procedure.

3. The committee cannot authorize payment of sick leave benefits in excess of the number of days available in the sick leave bank at that time. If necessary, the committee may by majority approval authorize additional contributions by the police officers to the sick leave bank if the bank contains less than sixty (60) days.

Section 10.

A full time officer on sick leave, drawing sick leave pay, is entitled to full pay for any holiday that may occur during that period.

Section 11.

Nothing in this article shall be construed to conflict with M.G.L. c. 41, Section 100.

Section 12.

An employee may sell up to five (5) sick days per year back to the Town for compensation at a rate of one (1) days pay for each day sold.

ARTICLE XXII-AA

MATERNITY LEAVE/FAMILY LEAVE

The provisions of the Family Medical Leave Act, so-called, are hereby incorporated in this Agreement by reference. Whenever an officer becomes pregnant she shall in addition to the provisions of said Act be granted an additional fifteen (15) days off with pay which shall be used within one (1) year from the medical diagnosis of pregnancy and not thereafter or carried over.

An officer taking any Family Medical or three (3) or more consecutive pregnancy leave days shall give such notice of his/her anticipated date of departure as is reasonable under the circumstances.

ARTICLE XXII-B

PERSONAL LEAVE

Members of the bargaining unit shall be entitled to three (3) days of leave per year with full pay to attend to personal needs. When an officer receives a commendation for "service above and beyond the call of duty", as recommended by the Chief and approved by the Board of Selectmen, he will receive a bonus day off of his choice as approved by the Chief or his designee.

ARTICLE XXII - C

INJURY ON DUTY/LIGHT DUTY

Section 1.

In accordance with MGLC 41, S111f, whenever a police officer is incapacitated for duty because of an injury sustained in the performance of his duty, or a police officer assigned to special duty by his superior officer, whether or not he is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he shall be granted leave without loss of pay for the period of such incapacity as herein provided.

Section 2.

A police officer so incapacitated for duty because of injury sustained in the performance of his duty shall notify the Chief or such person as the Chief shall designate as to the circumstances of his injury and the extent of his incapacity. When the police officer does notify the Chief, the Town agrees it will grant him leave without loss of pay until such time as the Town determines, that for whatever reason, it is going to deny his claim. In the event the Town denies the employee's claim it will forthwith notify the employee of the denial, and he may elect to pursue his claim through arbitration or the courts, but not both (there is no waiver of either party's right to seek to vacate an arbitrator's award pursuant to GLC 150c). If an employee's claim is denied, a corresponding deduction from available sick leave will be made for the number of days of paid leave pending the Town's denial of the claim.

Section 3.

Employees claiming paid injured leave under this Article, or seeking indemnification under MGL C41, Section 100 or related Sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

a) provide affirmative evidence of compliance with each required element set forth in Sections 1 and 2;

b) notify the Chief of any change in medical condition, including any hospitalization;

c) provide relevant medical documentation pertinent to the diagnosis, prognosis, and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates;

d) provide for billing the Town on a monthly basis or as nearly thereto as possible;

e) appear voluntarily for any examination or re-examination by a physician designated by the Town Administrator (or appointing authority), at the Town's expense. Excaberation or reappearance of prior symptoms of illness or injury must be processed in accordance with Sections 1, 2 and 3 above notwithstanding any prior determination of eligibility.

Section 4.

Light duty - the Town's physician may determine an employee is capable of performing light duty under this Article. In the event that the employee's physician and the Town's physician disagree as to the employee's ability to perform light duty, the Union and the Town will arrange for an examination of the officer by a neutral physician appropriately specialized in the field of the injury. Said neutral physician shall examine the employee (and require the employee to be examined by such other specialists as he deems appropriate) and shall render an opinion as to whether or not the employee is incapacitated, whether the employee may perform any of the light duty tasks as determined below and the duration of such duties. The neutral physician shall be asked to make a determination of the fitness of the examined employee to perform light duty based on the specific physical requirements of each light duty task, and his report shall specify which, if any, light duty task(s) the examined employee is capable of performing. Said neutral physician's determinations as to those matters shall be binding on all parties. At any time following the neutral physician's original determination, the Town or the employee may request the physician to review the continuing status of the officer's incapacity and/or ability to perform light duty tasks. Pending receipt of the neutral physician's determination, the employee shall continue to be on injured-on-duty status in accordance with MGL, C41, S111F. If the neutral physician determines that the employee is capable of performing any light duty task(s), the employee shall report for light duty as ordered by the Chief. If the neutral physician determines that the employee is not capable of performing any light duty task, the employee shall continue ou injured-on-duty status in accordance with MGLC41, S111F.

Section 5.

Disputes under Section 4 through 16 of this Article shall be handled solely under the grievance and arbitratiou procedure of this Agreement.

Section 6.

Limited duty tasks shall be limited to duties regularly performed by full-time members of the Department and that are consistent with the employee's medical diagnosis and as specified in Section 16.

Section 7.

The Town agrees to pay all reasonable costs associated with any appropriate examination(s) of an employee by the neutral physician, or any other specialist recommended by the neutral physician, pursuant to this Article.

Section 8.

Light duty assignments shall not affect the shift assignments, or shift bids, of other employees. Employees assigned to light duty pursuant to section 4 above shall be assigned to the same shift as their assignment before the injury' provided, however, in the event an employee is already assigned to light duty on a particular shift and another employee injured on duty also regularly assigned to that shift subsequently becomes able to perform light duty, the senior employee shall have the option of remaining on his scheduled shift, or opting for the alternative assignment if he so desires. Scheduled Rehab hours will be deducted from that officer's tour of duty for that day, travel time included. If the senior employee chooses to remain, then the junior employee may be transferred to a different shift without further notice.

Section 9.

The Town and the Union agree that no sergeant or officer who is assigned to light duty is capable of performing the duties of shift commander. Therefore, the senior officer on full duty shall assume the duties of shift commander and be compensated in accordance with the provisions of Article 8 of the contract.

Section 10.

An employee whose shift assignment prior to the injury entitled him/her to the night shift differential shall still be paid night shift differential for any shift assignments while on light duty status. (i.e. an officer regularly assigned to a night shift who is reassigned to a day shift for light duty purposes shall be paid his night differential only for those shifts actually worked).

Section 11.

An employee recalled to light duty shall be afforded overtime opportunities consistent with his/her light duty assignment. An officer on light duty shall be called for all overtime and partial shifts and the Town and the Union agree that the officer on light duty will be assigned to the desk as described in Section 16.

Section 12.

The Town agrees that any employee who is assigned light duty on a less than full-time basis, and who reports as assigned, shall be considered to be on injured-on-duty status for the remainder of his/her regular week and shall be paid for such time in accordance with MGL C41, S111F.

Section 13.

An employee shall not be required to report for light duty without legitimate light duty assignment as prescribed in Section 16.

Section 14.

Light duty shall be made available on a voluntary basis to employees on sick leave, subject to medical documentation at the employee's expense that the employee is capable of performing such task(s).

Section 15.

It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require an employee to report for limited duty and sit idly if there is no legitimate work available.

Section 16.

Consistent with such officer's physical limitations, light duty assignments shall include, but not be limited to the following:

A. Answering phones, dispatching/desk duty (not to include prisoner watch.)

B. Processing traffic tickets at Plymouth District Court.

C. Clerical/computer, school related work, public relations, inspections, or other similar duties the officer may agree to do.

D. Additional light duty task may be assigned as determined by a committee comprised of the Board of Selectmen and three (3) representatives of the Bargaining Committee, as chosen by the Union.

ARTICLE XXII – D

DRUG AND ALCOHOL USE

A. **Alcohol/Drug Prohibition** – As a condition of employment, no alcohol or illegal drugs shall be used or possessed, except as authorized by the Chief of Police in the performance of an officer's duties, or in the transportation of contraband, by an officer during the work shift of an officer,, including all breaks and lunch periods.

B. **Disciplinary Action** - Failure to comply with this Article shall subject the officer to disciplinary action up to and including termination.

C. **Serious Incidents** – An officer involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested.

D. **Procedures:**

1. Consistent with the foregoing, the Chief of Police may order an officer to submit to a drug or alcohol test if *reasonable suspicion* exists. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol so that the officer's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences that may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

2. In the case where reasonable suspicion exists to believe that an officer has used or is under the influence of a drug, the officer may be subject to urinalysis, blood, or hair testing.

3. In the case where reasonable suspicion exists to believe that an officer has used or is under the influence of alcohol, the officer may be subject to urinalysis, blood, or infrared machine testing (i.e., Breathalyzer or intoxilyzer machines). For the purpose of this paragraph, retrograde extrapolation[1] may be used to estimate an officer's blood alcohol level at a particular time.

4. A testing laboratory of the Town's choice shall administer such drug or alcohol testing, except in the case of infrared testing, by a trained infrared machine operator. A qualified physician or technician of the Town's choice will take samples, except in the case of infrared testing, by a trained infrared machine operator.

5. All testing shall be done at the sole expense of the Town. In the event that the officer tests positive, the officer may be immediately relieved of duty with vacation, sick pay and/or other compensable leave pending completion by him/her or a town approved drug rehabilitation program. An officer's refusal in such event to participate in said program may result in his/her being disciplined up to and including termination.

6. After successful completion of the drug or alcohol rehabilitation program and return to duty, the officer may be subject to follow-up "reasonable suspicion" drug testing for a period of two (2) years, and, if the officer is again found to have used the specified non-prescription drugs, he shall be subject to immediate disciplinary proceedings, including termination.

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[1] The Supreme Judicial Court in Commonwealth v. Senior, _____Mass._____(2001), accepted retrograde extrapolation as a reliable method of determining blood alcohol levels at a particular time.

E. **Impairment by Prescription Medicine:**

1. An officer shall notify the Chief of Police when required to use prescription medicine that the officer has been informed may impair job performance. The officer shall advise the Chief of the known side effects of such medication and the prescribed period of use. The Chief shall document this information in a secure file. The officer may be temporarily reassigned to a light duty assignment, or prohibited from working, where appropriate, while using prescription medicine that may impair job performance or create unsafe working conditions. An officer prohibited from working may utilize sick leave or be placed on unpaid leave of absence if sick leave is not available.

Note: Nothing in this section shall be construed to prohibit the Chief's authority to discipline an officer for violating the provision of the Department Rules and Regulations governing alcohol use and possession while on duty.

ARTICLE XXIII

WAGES

Every full time officer for which step rate increases in compensation are provided may be considered for an increase to the next higher step rate within his compensation grade effective July 1, 1978. To be considered for a step increase an employee must have been employed full-time on or before January 1.

WAGE AND SALARY SCALES

7/1/2015–6/30/2016
*** 1.5% pay increase**

	Patrolman 1st Step		
01 – Base	$52,722		
02 – Assoc.	$55,468		
03 – Bach.	$57,336		
04 – Mast.	$58,984		
	Patrolman 2nd Step		Performance Appraisal
11 – Base	$57,810		$433.58
12 – Assoc.	$60,556		$454.25
13 – Bach.	$62,425		$468.19
14 - Mast.	$63,151		$473.64
	Patrolman Maximum	Detail Rate (x 1.5)	
21 – Base	$64,991	46.87	$487.44
22 – Assoc.	$67,738	Detail Rate	$508.04
23 – Bach.	$69,606	(x 2)	$522.05
24 – Mast.	$71,253	62.50	$534.40
	Field Training Officer	FTO Diff.	
31 – Base	$69,145	3.03	$518.89
	Sergeant	Sgt. Diff.	
41 – Base	$76,028	5.31	$570.21
42 – Assoc.	$79,323		$594.93
43 – Bach.	$81,740		$613.05
44 – Mast.	$83,387		$625.41

ARTICLE XXIII – A

PERFORMANCE APPRAISALS

Officers with at least one (1) year's continuous service on March 1st of each year will automatically be assigned to a supervisor by the Chief of Police for submission of a written performance appraisal to be completed by their supervisor within thirty-one (31) days. Effective year 2008, the Town shall implement the performance appraisal standards agreed upon by the Town and the Union. Officers who receive a "meets standards" appraisal shall be paid the bonus

equal to .75% of Article XXIII base wages shown in the table above on the first pay period in June of each applicable year; officers who receive a "requires improvement" appraisal shall have 60 days to address the matters raised and if successful in attaining "meets standards" shall be paid the bonus amount on the last pay period in June. Officers who do not attain the "meets standards" appraisal shall not be entitled to be paid the amount listed. Amounts paid pursuant to the performance appraisal shall be paid in a lump sum and must be applied for each year in order to be awarded. The performance appraisal will be conducted according to standards set forth by the Town and the Union. Performance appraisals will be subject to the grievance process, and the officer will not be subject to loss of wages until any grievance is settled.

ARTICLE XXIII – B

NON-PROMOTIONAL SUPERVISORS' INCENTIVE

Upon application and appointment by the Chief of Police to one of the following four (4) non-promotional supervisory positions, an officer shall qualify for an additional five percent (5%) in his/her Article XXIII base wages only for the period during which he/she performs one of the following four (4) positions. Appointment to a position hereunder, including the specific but not exclusive right not to make any appointments, shall be made on an annual basis at the discretion of the Police Chief. Normal sanctions and procedures shall be applied only to the task and benefits under this program, except no appeal can be made to the Civil Service Commission. An officer may apply for these positions and may serve for not more than three (3) years during his/her tenure as a Pembroke Police Officer.

Records Maintenance Supervisor. Responsibilities will include entering information into the computer concerning prisoner release from state penal institution, entering suspended or revoked license information into the computer, closed house notifications, FID and pistol permit entries, and entries associated with the department's photo imaging system.

Vehicle Maintenance Supervisor. Responsibilities will inclnde the facilitation of maintenance of each Police Department vehicle, i.e. contacting Department vendors and setting up appointments for vehicles to be serviced, performing minor repairs, replacing fuses, connecting wires that have been pulled out, replacing or repairing spotlights and wiper blades, checking the vehicle fluids-oil, transmission and brake fluids, windshield cleaner fluid, etc., and adding fluids when needed. The officer will log all repairs into the department computer system. Except the dnties listed above, the officer will not be required to perform work that has been traditionally contracted out or performed by vendors.

Grant Writing Supervisor. Responsibilities will include outside source research of grants available to the Police Department, preparation of grant applications and application follow-up.

CJIS AND CHSB Systems Supervisor. Responsibilities will include maintenance of records, audits, validations, as required by the Criminal Justice Information System and the Criminal History Systems Board. Train and update users in the system operation in accordance with the CHSB user agreement.

The assignment of the above duties does not in any way limit the police chief's authority to assign the above duties to another officer without the required payment when there is no assigned officer under this program or the assigned officer is off sick, injured, on vacation or any other leave, or when the chief may determine that a particular job is an emergency and needs to be performed when the officer is uuavailable or assigned to another job duty. The performance of these duties by another officer will not entitle him/her to receive special pay for performing these duties.

ARTICLE XXIV

LONGEVITY

Longevity increments shall be unconditionally granted to each regular full time employee after completion of each five (5) years full time employment for the Town of Pembroke. Payments will be made within 21 days of the employee's anniversary date according to the following schedule:

YEARS OF SERVICE COMPLETED	LONGEVITY PAYMENT
5 year	$100
10 years	$400
20 years	$800
30 years	$1200

ARTICLE XXV

NIGHT DIFFERENTIAL

Effective July 1, 2015, there will be a one percent (1%) increase in the night shift differential and an additional one percent (1%) increase effective January 1, 2016. The night differential listed below will be paid to officers scheduled for shifts number 1 and 3 or 12 midnight to 8 a.m., and 4 p.m. to 12 midnight, but only for hours worked, and shall not include vacation, sick leave, injured on duty, personal days or bereavement leave.

7/1/2015-12/31/2015	1/1/2016-6/30/2016
5%	6%

ARTICLE XXV-A

DEFIBRILLATION CERTIFICATION

The parties agree that the bargaining unit members must, as a condition of employment, maintain defibrillator certification.

ARTICLE XXVI

POLICE SCHOOL

Section 1.

Employees upon becoming permanent full time members of the Pembroke Police Union must attend a Massachusetts Police Training Academy in compliance with the provisions of Massachusetts General Laws. The scheduling of the time for such attendance and the number of employees in attendance at any given time shall be at the discretion of the Chief of Police in order to avoid undue expense or shortages in the available work force. Attendance at Police Academy shall be considered the officer's tour of duty for that day.

Section 2.

The employee who is qualified shall receive full pay for any compulsory training when off duty or attending a school or course he may attend by agreement. All opportunities for schools or special training shall be posted thirty (30) days prior to the effective date, if possible.

Section 3.

The Town agrees to pay reasonable expenses to employees while attending such schools or academies. For the purpose of this article, reasonable expenses shall be: when an employee uses his own vehicle for transportation to and from such schools or academies he shall be paid mileage expenses at the current I.R.S. rate; also while in attendance at such schools or academies he shall be allowed a per diem meal expense of $10.00.

Section 4.

All advancements for promotion in the Pembroke Police Department shall be based on competitive examination.

Section 5.

All police training schools other than mandatory shall be offered in an equitable manner.

Section 6.

Officers of The Pembroke Police Union agree to attend a one (1) week, five (5) consecutive day (40 hour) In-Service Training once within each Fiscal Year (7/1-6/30). Officers attending will be permitted to choose between the following three options:

A. Attend school in addition to their regular workweek for that particular week and be compensated at time and one half or equivalent time off for hours attended, at officer's discretion, in accordance with FLSA.

B. Attend school Monday thru Friday, 8-4 shift and be given their normal work schedule off for that week.

C. Any combination of option "A" and "B", whichever option the officer chooses; i.e. work one (1) or all shifts or take one (1) or any shifts off at officers discretion.

The Chief will be notified at least two (2) weeks in advance by the individual officer of which option he desires and which shifts he wishes to work and/or take off for the purpose of his scheduling for that particular week. It is further agreed that if an officer chooses option "B" to attend 8-4 for 5 days and allow his shift to be changed for that week, that this change does not alter or change or affect contractual language and officers rights in Article XX, Section 5 regarding notice of 45 days change of work schedule. Further, by officers agreeing to attend school on an overtime basis by opting #A, Union officers do not give up their rights under Article XV-A, Section 10 for the remaining 51 weeks of the year. The Chief will request desired dates from the officers so as not to schedule schooling in conflict with vacations of the individual. The number of employees in attendance and locations of training at any given time shall be at the discretion of the Chief. Officers attending will be reimbursed meals at the rate of $10.00 per day and mileage at the town's current rate.

ARTICLE XXVI - A

PROFESSIONAL IMPROVEMENTS PLAN

Effective July 01, 1996 the Town agrees to establish a Professional Improvement Plan designed towards recognizing the needs of the Pembroke Police Officers to be trained in areas and magnitudes not covered by the Massachusetts Criminal Justice Training Council's In-Service Training School, Article XXVI Police School, Article XXVII Educational Incentive, or E 911 training.

The Town agrees to pay Officers for any approved training hereunder on an hour for hour class time only basis at the rate of three dollars ($3.00) per hour for a maximum of one hundred (100) hours or three hundred dollars ($300.00) per year. Each year's total will be added to the previous years compensation up to one thousand one hundred dollars ($1,100.00), payable on December 1 for prior credits or completion of the course, as the case may be. Officers covered under this agreement shall receive an advance of one hundred and fifty dollars ($150.00) toward the maximum as compensation for past training, payable on December 01, 1996 Any Officer that completes one approved training within the first year of this plan's implementation shall receive an additional fifty dollars ($50.00) compensation toward the maximum, payable on or before June 30, 1997 in addition to the hours of training being credited to the Officer.

Some areas to be considered covered under this section are: any and all courses offered by, approved by, or under the Massachusetts Criminal Justice Training Council, any courses offered by a school of higher learning, academy, gun club, and/or approved learning facility in the following, but not limited to: Criminal Justice, Criminal Sciences, Law Enforcement, Officer Survival, Firearms Management, Communications, Languages, Public Relations, and other areas.

ARTICLE XXVII

EDUCATIONAL INCENTIVE PLAN

Section 1.

Employees within the bargaining unit prior to July 1, 1977 who qualify for the educational incentive plan will receive the following benefits to be paid in two (2) equal installments (first payday in December and first payday in June). Effective July 1, 2011, the Educational Incentive shall be rolled into the base salary as listed below:

Effective January 1, 2003	
Associate's Degree – Patrol Officer	$2,500.00
Associate's Degree – Sergeant	$3,000.00
Bachelor's Degree – Patrol Officer	$5,000.00
Bachelor's Degree – Sergeant	$6,000.00
Master's Degree – Patrol Officer	$6,500.00
Master's Degree – Sergeant	$7,500.00

For subsequent contracts, the above language may be eliminated.

Section 2.

Employees who earn academic semester hours, which are honored by a college or university, accredited by the New England Association of Colleges and Secondary Schools or by the Massachusetts Board of Higher Education toward the attainment of a degree in law enforcement, shall receive incentive payment for said semester hours in accordance with Sections 1 or 2 above, as applicable.

Section 3.

Eligibility will be based on degree-oriented courses in Law Enforcement Degree Programs at a college or university accredited by the New England Association of Colleges and Secondary Schools or by the Massachusetts Board of Higher Education and must be approved by the Chief of Police.

Section 4.

Differences of opinion as to whether a course or courses will qualify toward the incentive plan may be subject of the Grievance Procedure.

ARTICLE XXVIII

HEALTH AND SAFETY

A committee to include the Chief of Police, a member of the Advisory Committee, a member of the Town Administrator, and three members of the Pembroke Police Union will meet periodically and make recommendations relating to improvements of general health and safety of the Town and its employees. The committee will meet at least four times per year on the first Tuesday of March, June, September and December. Recommendations will be made to the Board of Selectmen.

ARTICLE XXIX

JOB AND SHIFT ASSIGNMENTS

Section 1.

The Town and the Union recognize that the principal factors in job and shift assignments are the efficiency and integrity of the Police Department. Nevertheless, the Town and the Chief of Police will give due consideration to seniority, physical condition, and personal hardship in making job and shift assignments that are not promotional.

ARTICLE XXX

NON-DISCRIMINATION

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, uational origin, political affiliation or union or non-union membership.

ARTICLE XXXI

JUST CAUSE AND COMPLAINTS

Section 1.

No employee shall be reprimanded, suspended, discharged or otherwise disciplined except for just cause.

Section 2.

All complaints against employees shall be made known to the employee, and, if in writing, the employee will be furnished a copy of said complaint, prior to any action being taken by the Department.

ARTICLE XXXII

MILEAGE RATE

When an employee uses his own automobile, with authorization in the performance of his work, he shall be reimbursed with a Travel Allowance paid at the current I.R.S. rate.

ARTICLE XXXIII

CALL BACK/CALL IN EARLY

Section 1.

If a regular member of the Pembroke Police Department who has left his place of employment or last duty assignment after having completed the work on his regular tour of duty is recalled to work, or if an employee is so recalled on a scheduled day off or during his vacation, the employee shall be compensated for all such work on a time and one-half basis and in no event shall be paid less than four (4) hours at said time and one-half rate in accordance with the FLSA.

Section 2.

If an employee is requested to report early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports to the start of his normal scheduled tour of duty, such employee shall receive overtime pay on a time and one-half basis for the actual time worked prior to the commencement of his normal tour of duty. If the employee is ordered to report early, he shall be guaranteed a minimum of two (2) hours pay at such time and one half rate in accordance with the FLSA.

ARTICLE XXXIV

TOWN FUNDING

Section 1.

All financial provisions of this Agreement are subject to the appropriate funding by the Town at the Annual and Special Town Meetings

Section 2.

A copy of this Agreement will be provided to the Town Accountant and Town Treasurer to make them aware of all monies that will come due and of the dates due as set out in the contract and to allow them sufficient time to require any necessary support data prior to payments being made.

ARTICLE XXXV

SEPARABILITY AND SAVINGS PROVISIONS

If any article or section of this Agreement shall be held invalid 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 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 into 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. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted to resolve the issue by using Article IX hereof.

ARTICLE XXXVI

DURATION OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect from July 1, 2015 to and including June 30, 2016. This Agreement shall remain in full force and effect thereafter until a new agreement is executed and implemented. It is agreed that negotiations for the contract commencing on July 1, 2016 shall be commenced as soon as possible following the execution of this agreement, but in no event later than November 15, 2015.

Section 2.

The Pembroke Police Union and the Pembroke Police Officers agree that they will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage during the term of this Agreement or during any period of time while negotiations are in progress, or pending between the parties for a continuance or renewal of it; the fact as to whether such action has taken place and the determinations of the involvement of an individual or individuals shall be the subject of the arbitration process or procedure.

Section 3.

We, the undersigned representatives of the Town of Pembroke, and the Pembroke Police Officers, and the Pembroke Police Union have negotiated the above Agreement in good faith and agree to sponsor and support same before the Town Meeting as a fair and equitable contract, fairly reflecting the needs of both the Town of Pembroke and the Pembroke Police Officers.

ARTICLE XXXVII

WAGE RE-OPENER

Section 1.

In the event another Bargaining Unit under the jurisdiction of the Board of Selectmen should negotiate a wage increase during the duration of this agreement (July 1, 2015 – June 30, 2016) greater than 1.5% per year, the agreement would be re-opened upon notice from the Union to the Town for bargaining for the discussion of wages only.

By the Town of Pembroke

Pembroke Police Union

Date signed: 9/14/2015

SIDE LETTER OF AGREEMENT

The Town agrees that retired members of the Pembroke Police Department may be eligible to perform details and road jobs after October 15, 1996, provided that they maintain the training and physical standards required for Special Officers. The rotation for details and road jobs shall be Regular Full-time Officers, followed by Retired Officers, followed by Permanent Intermittent Officers and Special Officers. The terms of this letter are not part of this, and not enforceable as a, collective bargaining agreement.

By the Town of Pembroke	Pembroke Police Union
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date signed: _____