Collective Bargaining Agreement Between

Town of Athol, Massachusetts

And

The New England Police Benevolent Association Local 59

July 1, 2015 to June 30, 2016

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This agreement is entered into by and between the Town of Athol, Massachusetts, hereinafter referred to as the "Employer" or the "Town", and the New England Police Benevolent Association, Local 59, hereinafter referred to as the "Union" or the "N.E.P.B.A.". An attempt has been made to produce a "gender neutral" contract. In any event, the use of the masculine gender is only a matter of convenience. Where the context permits, the masculine includes the feminine, and the singular applies to the plural.

ARTICLE 1 - RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining as to salary, wages, hours of work, and other conditions of employment for all permanent full-time police officers and sergeants of the Athol Police Department, excluding the lieutenants, chief of police, and all others. Student officers at recruit academies are not covered by this agreement.

ARTICLE 2 - NO STRIKE CLAUSE

1. The Union agrees that during the term of its agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, or mass absenteeism which would involve suspension of the normal work of the Athol Police Department, or other town departments.

    a) It is understood and agreed that the services performed by the town employees included in this agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees on behalf of itself and its members that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at any time, including termination of this agreement, which will interrupt or interfere with the said service performed by the Town of Athol. No employee shall cause or take part in any strike, work slowdown, or other action in violation of M.G.L. Ch. 150E, which will interrupt or interfere with the operation of the Town.

    b) In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct such members to return to their normal duties.

    c) In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work.

    d) Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of

such violation or before normal work has been resumed, unless or until the Union renounces the illegal action.

2. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of, or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of town services.

ARTICLE 3 - MANAGEMENT RIGHTS

1. The Town of Athol shall not be limited in any way in the exercise of the functions of municipal management of government, and shall have retained and reserved unto itself all the powers, authority, and prerogatives of municipal management of government, including but not limited to the following, except to the extent that there is a conflict between the management right and a provision(s) of an Article of the Agreement, in which case the provision(s) of the Agreement shall apply.

    a) The operation and direction of the affairs of the police department in all of their various aspects;

    b) The determination of the level of services to be provided;

    c) The command, direction, control, supervision, and evaluation of the employees;

    d) The establishment and determination of employee classifications;

    e) The establishment, determination, and interpretation of job descriptions;

    f) The planning, determination, direction, and control of all the operations and services of the police department, and all their units and programs;

    g) The increase, diminishment, change, or discontinuation of operations or units in whole or in part;

    h) The institution of technological changes or the revising of processes, systems, or equipment;

    i) The alteration, addition, or elimination of existing methods, equipment, facilities, or programs;

    j) The determination of methods, means, location, organization, number, and training of personnel of the police department, or its units or programs;

k) The determination, alteration, or modification of the style, type, or nature of uniforms, provided however, that issues concerning safety shall remain subject to bargaining;

l) The scheduling, assignment, and enforcement of working hours except as specifically provided by this agreement;

m) The establishment, modification, and alteration of shifts;

n) The determination and alteration of the number of employees assigned to shifts, units, tasks, duties, or equipment;

o) The assignment of mandatory overtime;

p) The determination of whether employees (if any) in a classification are to be called in for work at times other that their regularly scheduled hours, and the determination of the classification and number of employees to be so called;

q) The determination of whether goods should be made, leased, contracted, or purchased on either a temporary or permanent basis;

r) The hiring, appointment, and promotion of employees;

s) The use and employment of temporary employees in accordance with Civil Service law;

t) The layoff or relief of employees due to lack of funds or of work, or in the incapacity to perform duties, or for other reason;

u) The making, implementation, amendment, and enforcement of such rules, regulations, and safety operating, and administrative procedures from time to time as the Town deems necessary;

v) The appropriation of funds.

2. During a bona fide public emergency, the Town of Athol will have the right to take any action necessary to meet the emergency, notwithstanding any contrary provisions of the Agreement.

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

4. It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives.

    a) This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job Descriptions are not meant to be all-inclusive.

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

ARTICLE 4 - EMPLOYEES' RIGHTS

1. So long as the union acts in accordance with Chapter 1078 of the Acts of 1973 (M.G.L. ch. 150E, sec. 12), and effective thirty (30) days after the effective date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more shall pay to the Union an Agency Service Fee.

    a) Such fee shall be paid weekly, and the fee shall be ninety (90) percent of the Union dues.

    b) The Union will indemnify, defend, and hold the Town harmless against any and all claims made, and against any suit instituted against the Town on account of any check-off of Union dues or agency service fee provision.

    c) The Union agrees to adhere to M.G.L. ch. 150E, sec. 12 and the rules and regulations promulgated there under.

    d) The Union agrees to refund to the Town any amount paid to it in error on account of the check-off and agency services fee provision upon presentation of proper evidence thereof.

2. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the N.E.P.B.A., or not to join and assist the N.E.P.B.A.

3. The Employer agrees that all rights and privileges enjoyed by the employees will remain in effect unless specifically abridged or modified by this Agreement.

4. Notwithstanding the foregoing, whenever the Town proposes to make a change in, or affecting a mandatory subject of bargaining, notice will be provided to the Union, except in emergencies and as required by law, and if the Union so requests

will enter into good faith negotiations to the point of impasse or agreement, prior to implementing the proposed change.

ARTICLE 5 - STABILITY OF AGREEMENT

1. No amendments, alterations, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

2. Any portion of this Agreement found to be in conflict with any town by-law or statute now in effect, or introduced at a later date, will be null and void. However, all other portions of this Agreement will remain in effect.

ARTICLE 6 - NON-DISCRIMINATION AND DISCIPLINARY ACTION

1. The Employer and his/her agent shall not discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, creed, color, age, sex, union membership or union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection there under, if they are of equal ability.

2. Neither the Employer nor its agents, or any supervisory personnel, shall discriminate against or discharge any employee because he/she has filed or processed any grievance under this agreement, or instituted any proceedings under any state or federal statute relating to wages, hours, or conditions of employment.

3. No employee shall be removed, dismissed, discharged, suspended, or disciplined except as provided by law.

4. If a superior officer has reason to orally reprimand an employee, he/she shall do so in a manner that will not unduly embarrass the employee before the public or any police personnel. Nor will the employee unduly embarrass a supervisory officer.

5. The N.E.P.B.A. shall not discriminate against any employee because of race, creed, color, age, sex, union or non-union activities, as provided by law and its national constitution.

ARTICLE 7 - GRIEVANCE PROCEDURE

1. A grievance is defined as an allegation that one party to this Agreement has violated a specific provision of such Agreement.

    a) No grievance against the Town can be filed as a result of an error or mistake (whether intentional or not) on the part of a union member. A

grievance can only be filed as a result of an action taken or decision made by a member of management.

2. Grievances arising out of the application or interpretation of this agreement shall be processed in the following manner;

   a) The aggrieved employee and/or the union representative may first discuss the grievance with the superior officer involved, and if so an earnest effort shall be made to resolve the problem (consistent with the superior officer's authority, if any) in an informal manner by both parties.

   b) An employee, when discussing his/her grievance or complaint with management may be accompanied by an official of the Union, or any other union member, at all times.

   c) The employee and/or the Union may, within ten (10) days of the occurrence of the event(s) providing the basis for such grievance, or when the employee knows or should have known of these events, file a grievance in writing and submit it to the chief, or it will be considered null and void.

   d) The chief will render his/her decision in writing within ten (10) days of receipt of the grievance.

   e) If the employee is not satisfied with the chief's decision, the Union may appeal to the Town Manager within ten (10) days of the chief's decision, or the time when such decision was due.

   f) The town manger shall have thirty (30) days to hear the grievance and render his/her decision.

   g) If the decision of the town manager is not acceptable to the employee, the Union may appeal to the Massachusetts Board of Conciliation and Arbitration within ten (10) days for a hearing. The decision of the arbitrator shall be binding upon all parties. The arbitrator may not alter the terms of this agreement and will render no decision which is contrary to law.

   h) The above times may be mutually extended as may be necessary.

   i) The cost of the arbitration shall be borne equally by the Employer and the Union.

ARTICLE 8 – HOURS OF WORK

4. The employer agrees to implement what is commonly known as the four (4) and two (2) work week.

    a) Employees shall be scheduled to work four (4) consecutive days to be followed by two (2) consecutive days off.

2. The normal shift is eight (8) hours.

3. Notwithstanding section 1 and 2 of this article, the work days in the case of police officers assigned to a specialty position (i.e. if the chief so desires a court officer(s), DARE officer(s), and police officer(s) assigned to the detective unit) will be five (5) consecutive days of work, consisting of eight (8) hours each, followed by two (2) consecutive days off, unless the chief in his/her discretion determines another schedule.

    a) Police officers on the five (5) and two (2) schedule shall receive, on an annualized basis, seventeen (17) days off as administrative leave, or if the assignment is less than a year a pro rate share of seventeen (17) days of administrative leave.

4. If an employee is assigned to attend a training course, the chief may adjust the employee's schedule (i.e. shift and days off) to coincide with the training so that the Employer is not obligated to pay the employee overtime.

    a) But in no event may the adjustment of the employee's schedule cause him/her to lose time off that he/she would have been entitled to had no schedule adjustment been made.

    b) When the training ends, the employee will resume his/her regular schedule.

ARTICLE 9 - OVERTIME

1. All assigned, authorized, or approved service outside of any employee's regularly scheduled tour of duty (other than off-duty paying police details and court appearances), including services on an employee's scheduled day off or during his/her vacation, shall be deemed overtime and employees shall be compensated therefore at the rate of time and one-half (1 ½) their straight time hourly rate of pay, for a minimum of four (4) hours.

    a) Overtime service shall not include an out of turn tour of duty, which is substituted for a regularly scheduled tour of duty by mutual agreement between the employees and the Employer. Nor shall it include "swapped" tours of duty between employees.

b) Any time spent in training in excess of the hours which would have been spent on a normal shift shall be at the rate of pay for that officer in overtime, including travel time for town-mandated training. Travel time will not be paid for voluntary training.

c) Officers cannot be asked to work department overtime during their normal eight (8) hours work schedule, or if already scheduled on benefit time off such as a vacation day, personal day, ATO (accumulated Time Off) day, or if working the overtime would cause them to work more than eighteen (18) hours within a twenty four (24) hours period.

d) When called in and paid a minimum (i.e. 4 hours) the Chief (or his/her designee) may require an officer to stay on duty for the entire time of the minimum (4 hours pay / 4 hours work).

2. Order of Assignment

a) Once the chief of police or his/her designee determines a vacancy needs to be filled, all officers (reserves first and permanent full-time second) will be asked to fill the vacancy. The department overtime order of assignment shall remain in effect for the duration of this contract.

b) Projected benefit days off as well as outside pay details (773) can be filled at the time of being received.

c) Reserve officers will be asked to work all department overtime first excluding sick leave, paid holidays, and outside pay details (773), which will be filled with permanent full-time officers first. If the vacancy is not filled with a reserve officer, then permanent full-time officers will be called.

1. Reserve officers will be assigned to work one projected benefit day a month.

2. Two (2) reserve officers will not be allowed to work the same watch together.

d) When the chief or Town decides to fill a vacancy, the following will apply:

1. Supervisory personnel (i.e. sergeants) shall be used to replace supervisory personnel whenever such supervisor is absent from a scheduled work shift. If a supervisor cannot work the open supervisory shift, a permanent full-time officer shall be called.

2. When an officer is working as a supervisor, he is to be replaced by a supervisor first.

3. A patrol officer's position shall be covered by a patrol officer. If the officer's position cannot be filled by a permanent full-time officer, then a supervisor shall be called to cover the shift.

4. Dispatchers shall replace dispatchers whenever a shift opens which the chief decides to fill (the chief may assign an on duty officer to work dispatch, for example). If a dispatcher cannot be located to cover a dispatcher's shift, the dispatcher's shift shall be treated as an open shift and shall be filled according to the present department overtime order of assignment.

e) All overtime shall be made from a revolving/blocking overtime list. The department will maintain one set of overtime records (department and 773).

1. All overtime shall be fairly and equitably distributed from said list with the most senior officer placed first on the list and so on until all officers' names have been placed on the list.

2. All permanent full time officers will be available for department overtime by their standing in the department overtime blocked system.

3. All refusals to work an overtime assignment shall count as an overtime assignment worked for the purposes of maintaining the list. Officers shall receive no more than one block refusal per offered unit of overtime.

4. For the purposes of this section, overtime shall include regular shift work at the time and one-half (1 ½) rate of pay and outside details at the outside detail rate.

f) When a vacancy occurs on any shift, and all avenues available to voluntarily fill said vacancy have been attempted and are unsuccessful, and the chief or his/her designee has determined that the filling of the vacancy is necessary for the operations of the police department, the officer lowest in seniority and rank (based upon the existing rank structure) that is regularly schedule to work the shift immediately prior to the vacancy (i.e. not on an overtime assignment) shall be held over for four (4) hours. An exemption to this is if an employee is scheduled to the shift as a result of a swap that has been deemed mandatory by the Chief of Police or his designee (i.e. swap for training).

1. Every attempt will be made to voluntarily fill the remaining four (4) hours of the vacancy.

2. If the remaining four (4) hours can not be filled voluntarily, the officer lowest in seniority and rank (based upon the existing rank structure) that is regularly scheduled to work the shift immediately following the vacancy (i.e. not on an overtime assignment) shall be ordered in for the remaining four (4) hours of the vacancy. An exemption to this is if an employee is scheduled to the shift as a result of a swap that has been deemed mandatory by the Chief of Police or his designee.

3. If no officer from the shift immediately following the vacancy can be reached and ordered in, then the officer who was held for the first four (4) hours of the vacancy will be held for the remaining four (4) hours of the vacancy.

4. The chief will make an effort to avoid having officers ordered from their regular day off until other options have been attempted. For example, order over the junior most officer as has been the practice.

g) Notwithstanding subsection e), if the chief decides that a particular overtime assignment requires an employee with particular training (such as but not limited to the D.A.R.E. officer, a traffic investigator, a rape investigator, or detective) he/she may assign this employee without regard to the overtime list.

h) The chief or his/her designee may order all officers, both permanent full-time and part-time reserves, to work in an emergency without regard to vacations or days off.

1. When the department is in full mobilization there will be two (2) watches/shifts. The watches/shifts will be called "A" and "B" watches.

2. Each watch/shift shall be twelve (12) hours.

3. Officers will receive compensation at the established rate.

4. The chief may cancel days off and vacation during a full mobilization.

i) The remedy for any failure by the Town to make an assignment in accordance with any "order of overtime assignment" shall not include

monetary compensation for time not worked, and shall be limited to Accumulated Time Off (A.T.O.).

3. Any officer who has voluntarily agreed to work an overtime assignment and wishes to withdraw from that voluntary assignment must refill the assignment himself / herself in keeping with the provisions of this agreement, the rules and policies of the Athol Police Department, and current accepted practices. If the officer is unable to refill the overtime assignment, he/she will be responsible for working the assignment himself/herself.

4. Employees may not swap overtime assignments.

ARTICLE 10 - ACCULUMATED TIME OFF (A.T.O.)

1. When an officer works a department overtime shift, he/she may decide to convert said payment into A.T.O. Said payment will be at a rate of one and one-half (1 ½) times the amount of hours the officer had worked.

2. All permanent full-time officers may accumulate a maximum of sixty four (64) hours A.T.O. at one time within the officer's department account.

    a) An officer may re-accrue a maximum of sixty four (64) hours throughout the calendar year when he/she uses said A.T.O.

    b) A.T.O. may be carried over from year to year.

    c) Any officer requesting the inspection of his/her A.T.O. account may do so during the regular business hours of the police department's administrative assistant.

3. A maximum of twenty-four (24) hours per month, per officer, will be allowed to be used.

    a) An officer will be required to file an A.T.O. day off request twenty four (24) hours before said day is to be granted.

    b) All requests must be time stamped and will be granted on a first come basis.

    c) Any request after the twenty four (24) hours may be granted or denied at the chief of police's discretion.

    d) A.T.O. that is time stamped and approved prior to the twenty four (24) hours will not be recalled or denied due to other requests for time off.

4. Any vacancies caused in a shift by the use of A.T.O. may be filled at the discretion of the chief of police or his/her designee.

    a) The chief of police or his/her designee retains the right to determine "critical staffing levels" and may deny A.T.O. requests to maintain those levels.

    b) In the event a shift must be filled due to the use of any A.T.O. hours, the chief or his/her designee shall fill said vacancy by using the present process and order of assignment in respect to "department overtime", when requested prior to the twenty four (24) hour deadline.

5. Upon retirement, any A.T.O. that an officer has accumulated in his/her account will be paid to said officer in full at one hundred percent (100%) of its cash value.

ARTICLE 11 - SICK LEAVE

1. Current employees shall be entitled to fifteen (15) days of sick leave for each year of employment, after one consecutive year of employment.

2. At the start of an employee's second year of full-time employment in the unit, fifteen (15) days of sick leave credit will be available. Thereafter, starting at the commencement of the third year of full-time employment, employees shall be entitled to one and a quarter (1 ¼) days of sick leave for each month of employment.

    a) This section (2) shall apply to all employees when the town has established this accounting method town wide prior to June 30, 2005.

    b) Employees will continue to receive their allotted sick days on their anniversary date until the effective date of the implementation.

    c) Upon implementation to the accrual method, employees shall be credited (prorated) for all sick days earned between their anniversary date and the date of the implementation.

3. Officers may accumulate up to one hundred seventy five (175) days.

    a) Once an officer has accumulated fifty (50) days, on his/her anniversary date the following buy back of sick leave shall take place at the option of the employee;

        1. Officers who use zero (0) sick days can buy back five (5) days;

        2. Officers who use one (1) sick day can buy back four (4) days:

3. Officers who use two (2) sick days can buy back three (3) days;

4. Officers who use three (3) sick days can buy back two (2) days;

5. Officers who use four (4) sick days can buy back one (1) day.

b) Days bought back shall be paid at the current wage rate at the time of the buy back. The remaining time may accumulate to the maximum allowed.

c) Upon retirement, an officer will receive fifty percent (50%) buy back of all remaining sick leave, with a maximum buy back of fifty percent (50%) of one seventy five (175) days.

4. Officers who do not use any sick leave during any given quarter of the fiscal year shall have four (4) hours of A.T.O. added to his/her A.T.O. bank.

a) 1st quarter = July 1 through September 30
b) 2nd quarter = October 1 through December 31
c) 3rd quarter = January 1 through March 31
d) 4th quarter = April 1 through June 30

ARTICLE 12 - BEREAVEMENT LEAVE

1. In the event of death in the immediate family, (immediate family is defined as spouse, parent, children, sister, brother, grandparents, grandchildren, step-children, mother-in-law, father-in-law, foster or step parents, step sister, step brother, or persons residing in the same household) officers will be granted a leave with pay in the amount of three (3) working days.

a) For the death of an aunt, uncle, brother-in-law or sister-in-law, a leave of two (2) working days with pay will be granted.

b) Such leave shall not be charged to sick leave, vacation leave or personal leave.

ARTICLE 13 - HOLIDAYS

1. Members of the police department shall have the following eleven (11) paid holidays each year, provided however, that a member shall not receive holiday pay for a particular holiday if he/she calls in sick on an assigned day that occurs on the day immediately prior to such holiday;

a) New Year's Day
b) Martin Luther King Day
c) Washington's Birthday
d) Patriots Day

e) Memorial Day
f) Independence Day
g) Labor Day
h) Columbus Day
i) Veteran's Day
j) Thanksgiving Day
k) Christmas Day

2. Holiday pay for all holidays shall be paid on two (2) installments. One on the first payday in June which will also incorporate the Christmas holiday, and the remainder paid on the first payday in December.

3. Employees will receive eight (8) hours of pay at their straight time rate in addition to their regular weekly pay for each holiday in section 1 of this article.

4. Officers who actually work eight (8) hours or more on said holiday will get an additional eight (8) hours pay at straight time.

    a) Any officer who is working on the above listed holidays and who is held over or ordered in to cover a vacancy caused by another officer using a benefit day off who would have received holiday if he/she actually worked, or any officer who works on a voluntary overtime basis to fill such a vacancy shall be paid additional holiday pay on an hour for hour basis. This benefit is not available to officers who work overtime for any other reason

ARTICLE 14 - EXTRA DETAILS

1. The Employer agrees that all outside police details requested by an outside individual, group, corporation, or organization will be assigned first to members of the bargaining unit and the Lieutenant, and such assignment shall be made by the chief of police or his/her representative on a voluntary basis, and shall be distributed among permanent full-time officers (including the Lieutenant) as fairly and equitably as possible on a rotating basis.

    a) The chief or his/her designee shall maintain a record of all such assignments, which may be examined at any reasonable time during normal business hours by a representative of the Union.

    b) All members of the bargaining unit in authorized leave, except those on either sick leave or injured on duty leave, shall be eligible for, called, and offered outside details as they become available.

    c) A detail refusal will be considered a detail worked for the purpose of equitable rotation.

d) If the officer on a benefit day off, excluding regular days off, declines the offer it shall not be treated as a "refusal" in the overtime book.

e) For the purpose of this Agreement in making such assignments, a "twenty four (24) hour period" starts when the officer starts his/her regularly assigned tour of duty and ends twenty four (24) hours thereafter.

2. No officer or other person shall accept any such assignments unless the same is made by the chief or his/her designee.

3. No officer of the Athol Police Department shall work in any establishment or place of business that sells alcoholic beverages, or where alcoholic beverages are to be consumed or are present, unless a minimum of two (2) officers are working that detail.

   a) At functions or a place of business where more than fifty (50) persons are present and alcoholic beverages are served, a minimum of three (3) officers will be hired or the detail will not be worked. The Town may decline to assign an officer.

4. Detail Rates.

   a) When police supervision is requested by any person, firm, corporation, or business entity, they shall be informed that any member of the police department who works such detail shall be paid at the rate(s) specified and no such assignment shall be made until the person or organization agrees to pay such rates.

   b) All outside details shall be paid a four (4) hour minimum.

   c) Any detail that exceeds four (4) hours shall be paid an eight (8) hour minimum.

   d) Any detail that exceeds eight (8) hours shall be paid one and one half (1 ½) times the current detail rate.

   e) The outside detail rate is as follows

      1. Effective 7/1/2015 forty-three dollars ($43) per hour.

   f) The municipal details are considered overtime and will be paid at the officers' overtime rate. Officers from outside agencies shall be paid at the lowest officer's overtime rate.

   g) Any detail shared by the State Police or any other agency shall be paid at the higher rate of pay of either.

h) Any detail worked on a holiday as defined in Article 13 shall be paid at double time the current rate of pay. (Excluding municipal details).

5. Any officer who has voluntarily agreed to work an extra detail assignment and wishes to withdraw from that voluntary assignment must refill the assignment himself / herself in keeping with the provisions of this agreement, the rules and policies of the Athol Police Department, and current accepted practices. If the officer is unable to refill the detail assignment, he/she will be responsible for working the assignment himself/herself.

6. Pursuant to Chapter 150E, the Town of Athol and the Union acknowledge that the Chief of Police or his designee possess the sole discretion to determine the appropriate level of traffic or crowd control services as well as qualifications of persons to perform traffic direction or crowd control in the Town to ensure public safety.

   Therefore, notwithstanding any regulation to the contrary, the Chief of Police or his/her designee has the discretion to require the presence of a sworn police officer, including but not limited to any one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in town, with particular consideration to be given to any work that is being conducted in high risk areas, as determined by the Chief of Police, or any work that causes vehicular traffic to be forced into one lane of traffic.

   The parties also acknowledge that the Chief of Police or his/her designee has the further discretion to determine the number and rank of those assigned in any such instance necessary to maintain public safety or other legitimate interests of the community or department.

   The Town and Union further acknowledge that, when there are Town funded projects, the Chief of Police or his/her designee, shall determine the type of traffic controls that are necessary to ensure the free flow of traffic and the safety of the workers and the public.

ARTICLE 15 - VACATIONS

1. The following vacation plan shall be established, and each week shall be in working days exclusive of days off.

   a) After 1 year of continuous service - 14 working days;
   b) After 5 years of continuous service - 21 working days;
   c) After 10 years of continuous service - 28 working days;
   d) After 17 years of continuous service - 35 working days;

2. All vacation requests shall be in writing and time-stamped by the department time clock, and will be approved by the earliest time-stamp first. Vacations may be submitted in this manner up to a year in advance.

3. Employees shall make a request for vacations of one (1) or more weeks at least one (1) month before the requested vacation date. Vacation selections will remain the same as stated in section 2.

4. At the chief's discretion a full-time officer may be asked to fill a vacation request. If the above fails then vacations can be denied.

    a) Vacation requests of less than twenty-four (24) hours notice may be denied or filled at the chief's discretion, for example, denied if it causes a staffing shortage, and approved if the request is an emergency.

    b) The chief reserves the right to deny a vacation, birthday, or A.T.O. day request where two (2) other officers from the requesting officer's shift have already requested and been granted that shift off.

        1. For the purposes of the above referenced vacation, birthday, and A.T.O. day requests, the vacations, birthdays, and A.T.O. days of the lieutenant, detective, and court officer are not considered in computing the two requests.

    c) Officers may use one-half (1/2) vacation and personal days.

    d) The Chief reserves the right to deny a vacation, personal day, or A.T.O. day request on days when it is predetermined that due to special circumstances or unusual incidents (i.e. River Rat Race, Duke of Atholl visit, etc.) elevated staffing levels will be necessary. The Chief shall notify the union as soon as these events come to light.

5. Employees shall be allowed to take two blocked* vacations in a fiscal year. Only one blocked period will be allowed for each six month shift bid. Said request shall be made no later than 60 days prior to the start of the blocked period requested, and no sooner that a year in advance. All requests will be time stamped and awarded on the basis of the time stamp (first come, first served). Only one blocked period will be allowed per shift, unless a second or subsequent request does not need to be filled. A blocked period will supersede all other benefit time. No other benefit time other than a vacation day can be used for the blocked time. When a blocked period of time has been requested and approved, it shall be considered expended for that shift bid period.

    *A block is four consecutive vacation days for a four and two schedule, and five consecutive days for a five and two schedule.

6. Vacation time which an officer may not be able to take due to a shortage of personnel may be carried over a period of six (6) months if requested by the officer and approved by the chief, or in lieu he will be required to take the pay for that time before June 30th.

ARTICLE 16 - SALARIES

1. The salaries of the Athol Police Department shall be as follows;

	Effective 7/1/2015
	1%
Sergeants	*$56,267.49*
25 yr Patrol Officer	*$48,928.27*
15 yr Patrol Officer	*$47,968.88*
10 yr Patrol Officer	*$47,028.32*
3 yr Patrol Officer	*$45,219.58*
2 yr Patrol Officer	*$43,011.95*
1 yr Patrol Officer	*$41,048.80*

If any other Town collective bargaining unit should receive greater that a one (1%) percent base wage adjustment this agreement may be reopened for wages only.

2. The total percentage difference between top step patrol officer and sergeant will be fifteen percent (15%).

3. The officer(s) assigned to the detective division shall be compensated an additional five percent (5%) of his/her base pay.

4. All officers covered under this agreement will receive hazardous duty pay in the amount of five hundred dollars ($500) each year, payable in the first pay period of July.

5. Employees will be paid a night shift differential for all hours actually worked during the hours of 1500 and 0700 hours at eleven dollars ($11) per night.

    a) Officers who work on an overtime basis on the 1500 to 2300 or the 2300 to 0700 shifts, and elect to take A.T.O. for such work will be paid the night shift differential.

ARTICLE 17 - SERVICE OUT OF RANK

1. Any officer required to serve in a rank higher than his/her own shall receive the rate of pay established for such higher rank on an hourly basis. This provision shall apply only when there is no watch commander on duty and shall pay a patrol officer serving as a watch commander with sergeant's pay. \

a. Any officer who fails to execute the duties required of the higher rank during any particular watch/shift shall forfeit the higher rate of pay. This clause is subject to the just cause provision of the Collective Bargaining Agreement.

2. Officers certified on dispatch duties will be considered for dispatch duty when a regular full-time dispatch position cannot be filled by a civilian dispatcher, or when the chief decides not to make such an assignment but rather to use on-duty personnel.

    a) If no civilian dispatcher is available to work a dispatching shift, eligible police officers may be offered the shift as provided in this article.

    b) Any officer wishing to perform dispatch duties and to be eligible for dispatch shifts must be certified on the L.E.A.P.S. System, and the police department's computer aided dispatch system. Training will be made available while the officer is on duty, or on the officer's personal time without compensation. Certification and recertification testing will be at the chief of police's discretion.

    c) Officers who fill open dispatch shifts on overtime shall be compensated at the rate of one and one half (1 ½) times their straight time hourly rate of pay.

    d) An additional department overtime book shall be set up by the chief of police or his/her designee for the purpose of recording overtime resulting from an open dispatch shift.

        1. Overtime resulting from an open dispatch shift shall only be recorded in this dispatch overtime assignment book, and shall never be recorded in or have any effect upon the current department overtime order of assignment book.

        2. This book shall contain the names of all officers certified for dispatch duties with the most senior officer placed first on the list and so on until all certified officers' names appear on the list.

        3. All officers who work or refuse to work dispatch duties shall have their time recorded as is currently done with the departmental overtime book.

        4. All officers not certified in the L.E.A.P.S. system and the department computer aided dispatch system will not be eligible nor asked to work an open dispatch shift, and will not have their names recorded in the dispatch overtime assignment book.

ARTICLE 18 - CLOTHING MAINTENANCE

1. Each permanent and full-time officer shall be granted two hundred dollars ($200) twice each year for clothing maintenance.

    a) If the employee is absent for six (6) months, the next payment will not be made.

    b) The chief may authorize up to four hundred dollars ($400) per year for the detective, and may prescribe some for uniforms and some of that money for "civilian" clothing.

2. The chief will specify in the rules and regulations the procedures for purchasing approved uniform parts, and the vendor(s) and method of payment.

3. The Town agrees to replace clothing, equipment and/or any personal property of an employee which is damaged or destroyed in the line of duty with a maximum of $150 for each incident.

    a) Jewelry, electronic devices, and/or any personal property that is not essential to the execution of the officer's duty, or personal property that the chief has not authorized in writing to be carried while on duty will not be included.

    b) Eyeglasses will be a maximum of three hundred dollars ($300) and wristwatches fifty dollars ($50) per year. This will not preclude the employee from discussing with the chief a loss under unusual circumstances.

ARTICLE 19 - LONGEVITY

1. The following longevity plan shall be if effect;

a)	Upon completion of five (5) years of continuous service	$670
b)	Upon completion of ten (10) years of continuous service	$720
c)	Upon completion of fifteen (15) yrs of continuous service	$770
d)	Upon completion of twenty (20) yrs of continuous service	$820
e)	Upon completion of twenty five (25) yrs of continuous service	$870

ARTICLE 20 - OFFICER'S PERSONNEL FILE

1. The Town agrees that each officer has the right to review his/her own personnel file and that no adverse material shall be inserted into said file without the officer having an opportunity to review and sign it.

2. A copy of anything put in the file will be given to the police officer upon request.

3. The Town will notify an officer, in writing, on the officer's next scheduled work day when a written, non-criminal complaint is received concerning that officer, unless such notification would adversely affect an investigation of the matter.

ARTICLE 21 - PERSONAL DAY OFF

1. The Town agrees to grant each employee covered by this agreement three (3) personal days off.

2. Unless a forty eight (48) hour notice has been given to the chief of police, the personal day request need not be granted.

    a) The decision of the chief in denying a request for a personal day where less than forty eight (48) hours notice is given will not be subject to the grievance procedure.

3. When more than one (1) officer puts in for a personal day off from the same shift, only the first officer to submit a request shall be granted the day off without exception.

    a) All other requests for a personal day off, after the first one has been granted, shall be considered on an individual basis by the chief or his/her designee, and approved or disapproved based upon staffing requirements and/or ability to fill such shift.

    b) If the second or subsequent officer proves that an actual emergency exists, and that officer needs the shift off, it shall be up to the chief of police or his/her designee to approve or disapprove the request.

4. Except in the case of the first officer's request, or should any type of an emergency exist and approval is granted for a second or subsequent personal day off, no officer shall be ordered to work in the place of any officer who has requested a personal day off.

ARTICLE 22 - COURT TIME

1. Any employee who is required to attend any court as a witness for the Commonwealth or for the defense in a criminal case, or as a direct result of an action or actions taken, or observations made while on duty, which attendance is at a time when he/she is not scheduled to work, shall be paid for all time spent in court at the rate of one and one half (1 ½) time his/her hourly rate of pay, with a minimum of four (4) hours for each such attendance.

2. The Town mileage allowance will apply to officers who drive their personal vehicle to court.

3. Any officer who is required to attend court for the reasons enumerated in section 1 and who is on a regularly scheduled day off shall be compensated with eight (8) hours of pay at their straight rate of pay if they are in attendance at court for two (2) hours or more. If their attendance is less than two (2) hours the officer on a regular day off will receive the four (4) hour minimum at the rate of time and one half (1 ½) their regular hourly rate of pay.

ARTICLE 23 - PAYROLL DEDUCTION

1. The Town of Athol agrees to make deductions on the payroll schedule from any full-time police officers who sign a dues authorization form. Said form is to be presented to the treasurer by the union president.

2. The treasurer will withhold the specified dues and once each month will mail said dues to;

N.E.P.B.A.
7 Technology Drive
Chelmsford, MA 01824

3. A payroll deduction system will be implemented if approved by appropriate town officials.

ARTICLE 24- SHOE ALLOWANCE

1. The chief will determine the style of approved shoes or boots.

2. Each officer will receive a shoe allowance of one hundred seventy five dollars ($175) each fiscal year for the replacement of shoes or boots.

ARTICLE 25 - NEGOTIATION TEAM

1. The Employer will grant two members of the negotiating team time off from normal working hours.

2. If the chief decides to back fill during such negotiations, officers covering for said members will be paid two (2) hours at normal rate of pay, not overtime.

ARTICLE 26 - MEDICAL EXAMS

1. Annual exams for all officers will be paid for by the Town of Athol.

2. The results of the medical exam shall be held confidential by the employee and Employer to be used for the awareness of the physical limitations, positive reinforcement, and not for disciplinary purposes or to be negatively used for medical retirement hearings.

ARTICLE 27 - DRUG TESTING

1. Employees may be tested during the probationary period at such times as may be determined by management.

2. An employee may be tested after a determination by the chief of police that there is documented probable cause to test the employee.

3. Procedures.

    a) Hair samples, urine samples, or blood samples will be taken from an employee or a prospective employee according to directions provided by the testing facility.

    b) The laboratory for blood or urine will be the same one used to test C.D.L. drivers in the D.P.W.

        1. The Town will notify the Union of any change of labs.

        2. Labs selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing.

        3. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.

    c) The employee to be tested will be interviewed by the tester to establish the use of any drugs currently taken under medical supervision. The results will be kept confidential to the extent permitted by law.

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

    d) Test results will be made available to the employee as soon as they are made known to the department.

        1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found.

        2. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

e) The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests.

1. Hair samples will be taken by an individual designated by the chief.

2. For urine and/or blood sampling, the employee will be accompanied to the collection facility by an officer from the department assigned to supervise the taking of the sample.

3. The employee will be assigned a test code identification for the purposes of maintaining anonymity, and to assure privacy throughout the sampling and testing procedure.

4. The employee will sign and certify appropriate documentation that the coded identification on the test sample corresponds with the assigned test code identification.

5. Split samples will be used, preserving one for possible testing by an independent lab at the employee's expense, if the employee so requests.

f) The employee to be tested will report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample.

1. Hair samples may be taken at the station.

2. The employee may specify the part of the body from which samples will be taken, so long as a sufficient long sample ($\geq$ 3") is taken.

3. An employee will be given the opportunity of cutting the required sample in the presence of a department designated witness, so long as a proper sample is obtained.

g) The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report only as to those specific drugs for which the department is requesting testing.

h) The testing shall consist of an initial screening test, and if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

i) Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive

result is confirmed, test samples shall be maintained in secure storage for as long as is appropriate.

4. Prohibited Conduct

    a) Illegal possession of any controlled substances;

    b) Illegal use of any controlled substances;

    c) Refusal to comply with the requirements of this drug policy;

    d) Improper use of prescription medicines.

5. Impairment by Prescription Medicine.

    a) An employee shall notify the chief of police when required to use prescription medicine which the employee has been informed may impair job performance.

    b) The employee shall advise the chief of police of the known side effects of such medication, and the prescribed period of use.

    c) The employee may be temporarily reassigned if they so request to other duties, or prohibited from working where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

6. Unless an employee is on duty, he/she will be compensated for time in testing per the contract.

ARTICLE 28 - INJURY LEAVE

1. An officer who is injured while responding to a call for police service, or while providing such service when appropriate or required to do so by department rules, regulations, policies or procedures may, subject to the following, be eligible for a leave without loss of pay for the duration of any resulting disability which precludes such officer from performing his/her normal duties or any assignment which the chief may make which is not inconsistent with the officer's training and/or ability.

2. Officers who wish to apply for leave without loss of pay may do so by completing an application form supplied by the department prior to the end of a shift on which the injury or illness occurs.

3. Pending a determination of eligibility for injured on duty leave, an officer may be placed on sick leave.

4. Officers requesting injury leave will cooperate in the department's investigation, including but not limited to providing information concerning the circumstances of the occurrence causing the alleged disability, and applying or authorizing access to medical reports.

5. Employees will submit to an examination by a municipally designated physician when instructed to do so.

6. In computing the pay to which a disabled officer is entitled, base pay only will be used.

    a) Compensation will not include education incentive, specialist pay, shift differential, holiday pay, hazardous duty pay, longevity, or other extra pay to which an officer might otherwise have been entitled in addition to base pay.

    b) No uniform allowance will be paid to, or on behalf of officers absent on injury leave for more than six (6) months.

7. Disabled officer will, upon request, turn in their weapons and any departmentally issued property or equipment.

8. For administrative purposes, injured officers will be deemed to be assigned to the day shift. Therefore, should the officer be required to confer with the department or municipal officials, attend court in connection with pending cases, or submit to an examination, no requirement for extra compensation will be involved.
9. It is recognized that certain provisions of this article are at variance with the terms of M.G.L. ch. 41, sec.111F, pursuant to M.G.L. ch 150E, sec. 7 (d). The provisions of this article will, therefore, supersede and modify certain aspects of ch. 41, sec. 111F. In all other aspects the provisions of ch 41, sec. 111F will still apply.

10. An officer who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, at the discretion of the Chief of Police, be required to perform light duty on either a full-time or part-time basis, provided the Chief, in his/her discretion, determines that there is light duty available to be performed by such officer and orders such officer to do so.

    a. The Chief shall take into consideration information provided by attending physicians while assigning officers to light duty tasks.

        i. The Chief will wait up to fourteen (14) days from the date of injury before assigning the injured officer to light duty in order to enable the officer to be medically evaluated.

ii. If a report from the officer's physician does not support the assignment of light duty, the Chief may have the officer examined by a Town designated physician for determination of whether or not the employee is fit for light duty. In this case, the injured officer will not be assigned to light duty until after the Town's physician has made his/her determination.

iii. Once assigned to light duty, if the officer is still in disagreement with the Town's physician he/she may make arrangements on his/her own to have his/her physician and the Town's physician choose a third disinterested, unbiased, and qualified physician to examine the injured officer. The third physician designation is subject to approval from the Town. The employee will remain on light duty during this process.

1. Attendance of all third physician medical appointments will be on the employee's own time.

2. If the third physician concurs with the Town's doctor regarding the employee's ability to be assigned to light duty then the employee shall remain on light duty.

3. If the third physician disagrees with the Town's doctor then the employee will be removed from light duty and placed on Chapter 41, Section 111F benefits.

4. All costs associated with the third doctor will be bourn by the party moving for a third doctor evaluation (town or injured officer).

b. Officers who are assigned to light duty shall remain on their previously assigned shift rotation (i.e. 4&2 or 5&2) unless a change is mutually agreed to by the Chief of Police and the officer.

c. Officers who are assigned to light duty shall remain on their previously assigned watch/shift (i.e. 0700 to 1500, 1500 to 2300, 2300 to 0700, etc.) provided that the light duty task to which he/she has been assigned can be sufficiently executed while assigned to that watch. If the light duty task assigned by the Chief requires that the officer is assigned to a watch/shift other than his/her regularly scheduled watch/shift in order to sufficiently execute the task, then the Chief will have full authority to assign the officer to whatever watch/shift necessary for the completion of the task. In this case the officer will retain their shift differential.

i. If more than one light duty task is available, the Chief of Police will prioritize these tasks and shall have full authority to determine

which task(s) is assigned to any officer on light duty based upon this prioritization.

ii. A change in the injured officer's watch/shift assignment can be made if mutually agreed upon by the Chief of Police and the officer.

d. Light duty tasks shall include, but not be limited to those tasks listed below. Light duty tasks shall be limited to those duties that are consistent with an officer's training, ability, and physical limitations. No officer shall be assigned to light duty tasks outside of the police station except in civilian clothing.

i. Station monitoring
ii. Dispatching (if sufficiently trained and certified)
iii. Investigative assistance
iv. Training (in keeping with physical limitations)
v. General clerical duties
vi. Citizen's assistance (MIRCS, SOR, etc.)
vii. Data entry / computer operation (inside the police station)
viii. Supervision (if qualified)
ix. Scheduled court appearances
x. Other light duty task as assigned by the Chief of Police

e. Officers who are incapacitated for duty because of injuries sustained while off duty may apply to the Chief of Police for light duty status. The Chief may, in his/her discretion, approve or deny the officers request in keeping with the best interests of the operations of the police department.

i. If, upon notification of light duty assignment from the Chief of Police, an officer who is injured while off duty disagrees with the Chief's determination of light duty assignment no such assignment shall be made.

ii. Officers will use their first fourteen (14) days of sick time or have a balance of five (5) sick days or less (whichever is greater) before an officer will be eligible for light duty when injury was caused outside of work. If that officer has a zero (0) sick leave balance, the officer may request approval to perform light duty task(s).

f. An officer will not be placed on light duty if the following applies:

i. The officer is taking medication that would impair his/her performance.

ii. The sick leave is covered under the Family Medical Leave Act.

g. No officer shall be assigned to light duty unless they are assigned specific tasks such as those described in paragraph #4 of this policy.

h. Officers assigned to light duty shall not operate any marked department vehicles. If an unmarked vehicle is available, the officer may be authorized to use it in connection with his/her light duty assignment as well as for use in traveling to Town mandated out of town doctor's appointments, and while attired in civilian clothing. If the employee is required to use his/her own vehicle for such purposes, contractual mileage reimbursement will apply.

i. On days that officers who are injured while on duty are scheduled to attend physical therapy, doctors' appointments, and other injury related appointments, the injured officer shall be considered to be on leave associated with Chapter 41, Section 111F and shall not be assigned to light duty on that particular day.

   i. Officers on light duty status shall notify the department of all physical therapy, doctor's appointment, and other injury related appointment dates as soon after they become aware of them as possible.

   ii. Provisions of this section (9) shall not apply to officers who are injured while off duty. They are required to attend all injury related medical appointments on their own time, or use sick leave or other benefit leave days for the attendance of these appointments.

j. Officers who are assigned to light duty status may be considered for any overtime assignments that fit into the category of a light duty task (i.e. dispatch, court attendance, etc.).

k. The Chief may re-evaluate an officer's light duty status as additional information relating to his/her injury comes to light.

11. Should the Town participate in a regional dispatch center, all references to dispatch duties in this section shall be deleted.

ARTICLE 29- AMERICANS WITH DISBILITIES ACT

1. As of July of 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act.

2. The parties have attempted to assure that no part of this agreement will result in unlawful discrimination.

3. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Employer shall take all action necessary to comply with the act, notwithstanding any discriminatory past practice or provision of this agreement not in compliance with the act which, if maintained or enforced, could subject both the Employer and the Union to the penalty provisions of the A.D.A.

4. This article will not, in and of itself, require the creation of a "light duty" position.

ARTICLE 30 - SHIFT BIDDING

1. All shifts shall be open to competitive bid.

2. Bids are to be for a six (6) month period.

3. Preference to assignment will be given by seniority within the Athol Police Department, however, the chief may in his discretion assign members to shifts other than their selected preference in the following instances;

    a) When the chief or his/her designee has initiated an internal investigation into alleged wrong doing by any member(s) of the department, and it is in the best interest of the department/town that two (2) or more employees be separated and not assigned to the same shift, the chief may at his/her discretion assign members to shifts other than their selected preferences.

        1. The chief reserves the right to determine necessary staffing levels and supervisory needs on each shift and may readjust shift assignments in order to fulfill these needs.

        2. Assignments under this condition will be temporary, lasting only until the conclusion of the investigation and any resulting necessary corrective/disciplinary action, at which time the officer(s) would revert to their original shift assigned by preference. The Town will do everything within its power to minimize the time of these reassignments.

        3. If a reassignment under this provision occurs and lasts for more than seven (7) days, and the chief has determined that the resulting vacancy on any shift needs to be staffed, there will be a re-bidding of all shifts so as to avoid an unfair bumping situation.

        4. Once the internal investigation has been completed, no officer shall be forced to work a shift other than his/her bid shift as a result of disciplinary/administrative action taken against another member.

ARTICLE 32 - DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 2015 to and including June 30, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. Otherwise, the Agreement will remain in force without change. In such case, the existing Agreement will remain in full force until a new agreement is signed.

FOR THE TOWN OF ATHOL

Lee E. Chauvette, Chairman

Stephan R. Raymond

Anthony A. Brighenti

Mitchell R. Grosky

Alan Dodge

FOR THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 59

#138

#57

#113

SIGNED THIS 7 DAY OF July 2015

b) When by following the preferences by seniority would necessitate unnecessary overtime expenditures to provide proper supervision coverage (i.e. if two (2) untrained basic academy officers would be on the same shift).

4. The language in this article pertains solely to police officers and their preference to shift assignments. Nothing in this article shall be construed which would limit the chief in his managerial prerogative in his assignment of members to specialized functions, details, or positions (i.e. D.A.R.E. officers, detectives, court officer, community policing functions, etc.).

5. Whenever a member is not assigned to his preference by seniority, the chief or his designee will offer a written explanation as to why. This may be appealed to the town manager who could reverse the decision of the chief after hearing the matter.

6. If said member is not assigned to his preference by seniority for more than one (1) shift bid period, he/she may appeal his/her shift assignment to the town manager, and then to arbitration if deemed necessary in a manner consistent with section 2 of article 7 of this Agreement.

7. Bids may be reopened as necessary prior to the end of the six (6) month period if a vacancy occurs, employees are on a prolonged absence, or as additional employees are hired.

ARTICLE 31 - MISCELLANEOUS

1. The Union will furnish the Town and the chief of police with a list of the N.E.P.B.A. officers of Local 59 to include the president, vice president, secretary/treasurer, and a grievance committee, all of who shall be members of the local police department.

2. If an employee resigns from a full-time position, said employee loses seniority within the department for purposes of the contract. If the employee returns to full-time status he/she will take the junior most position available.

3. Any person who laterals in as an officer to the Athol Police Department shall fill the junior most available slot for purposes of the contract.

4. The chief will post a notice for seven (7) days before filling any job specialty position on a permanent basis. This will give currently employed officers an opportunity to indicate their interest in such position to the chief.

5. The Chief will mandate all officers to attend a debriefing after any traumatic event that the officer was involved in. This time will be while on duty or the officer will swap his hours to attend such debriefing.