

3 YEAR CONTRACT
BETWEEN
THE TOWN OF LANESBOROUGH
AND
THE LANESBOROUGH POLICE OFFICER'S ASSOCIATION
MASSCOP, LOCAL 390

EFFECTIVE DATES
July 1, 2020 through June 30, 2023

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**Contract
Between
The Town of Lanesborough
And
The Lanesborough Police Officer's Association
EFFECTIVE DATES
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**ARTICLE #1
Recognition**

The Town of Lanesborough (hereafter referred to as the "Town") recognizes the Lanesborough Police Officer's Association (referred to as the "Association") or their representative(s) pursuant to M.G.L. c. 150E as the sole exclusive bargaining agent for all uniformed officers of the Lanesborough Police Department (excluding the Chief of Police, referred to herein as the "Chief") for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment.

**ARTICLE #2
Work Schedule**

The regular work week for all full-time officers of the Lanesborough Police Officer's Association covered under this Agreement shall be eight (8) hours per day on a four (4) day on-duty, two (2) day off-duty work schedule while maintaining the forty-hour work week.

Shifts:

A. Officers will be assigned to work one of the following shifts:

7:30am to 3:30pm
3:30pm to 11:30pm
11:30pm to 7:30am
9am to 5pm
6pm to 2am

B. The Chief will post the shifts to be bid 30 days in advance of the date the scheduled shifts take effect. Shifts will run for six months from July 1 through December 31 and January 1 through June 30 of each year. Bidding will be by seniority. Officers will not be removed from their bid shifts unless by mutual agreement or for just cause. For the first year this provision is in effect, the shifts will be posted on July 1, 2020 and take effect on August 1, 2020 and run until December 31, 2020.

C. Bargaining unit members will be allowed to swap shifts. In the event officers swap shifts with different shift differentials, the officers will keep their differentials. In the event an officer returns to work from sick or on injury leave, the officer will return to his/her shift bid.

D. Assignment of Open Shifts and Overtime Shifts

All open shifts and overtime shifts shall be offered and filled with a full-time officer using a rotating seniority list. If the Department is unable to fill an open shift or overtime shift with a full-time officer, then the shift shall be offered to part-time officers.

In the event manpower shortages are encountered due to vacation time, holiday time, sick leave, or other circumstances, the Chief may, at his/her discretion, require officers to work eight (8) hours per day on a five (5) day on-duty, two (2) day off-duty work schedule.

Part-time officers shall work eight (8) hours per day on shift as needed.

The work week shall commence at 11:30 p.m. on Saturday. The work day shall be defined as twenty-four (24) consecutive hours commencing at 11:30 p.m.

All officers agree to work for a period of time prior to the start of their shift and/or after the completion of their shift to accommodate normal change of shift activity. Said time shall be worked without further compensation or overtime but shall not exceed a total of thirty (30) minutes.

If an officer is assigned as the K9 officer, said officer shall be allowed up to one (1) hour of release time each shift in consideration of said officer's caring for the canine throughout the seven (7) day calendar week.

ARTICLE #3 Compensation

A. Salary

1. Officers shall be paid according to the following salary step program. The provisions of this article will be retroactive from the date of ratification to 07/01/20.

Full Time		2%	2%	2.25%
	Year	FY 21	FY22	FY23
Step 1	0-2	24.92	25.42	25.99
Step 2	3-4	25.65	26.17	26.75
Step 3	5-6	26.41	26.94	27.54
Step 4	7-8	27.20	27.75	28.37
Step 5	9-10	28.01	28.57	29.21
Step 6	11-12	28.86	29.43	30.10
Step 7	13-14	29.72	30.32	31.00
Step 8	15-16	30.60	31.21	31.91
Step 9	17-18	31.52	32.15	32.87
Step 10	19-20	32.46	33.11	33.85

Part Time		2%	2%	2.25%
	Year	FY 21	FY22	FY23
Step 1	0-4	22.06	22.50	23.01
Step 2	5 th -	22.71	23.16	23.68
Step 3	10 th	23.40	23.87	24.40
Step 4	15 th	24.09	24.57	25.13
Step 5	20 th	24.82	25.31	25.88
Step 6	25 th	25.57	26.08	26.67

2. Shift Differential

Any officer assigned to the first, third, or split II shift, or any combination thereof, shall be paid a premium over his/her normal rate of compensation according to the following schedule. Said premium shall be based and paid on an average 40 hour work week.

	7:30 a.m. to 3:30 p.m.	No differential
(Third)	3:30 p.m. to 11:30 p.m.	13% differential
(Split II)	6:00 p.m. to 2:00 a.m.	14% differential
(First)	11:30 p.m. to 7:30 a.m.	16% differential

3. Part-time Shift Differential

The above shift differential premiums shall be paid to all part-time officers who work the 6:00 p.m. to 2:00 a.m. or the 11:30 p.m. to 7:30 a.m. shifts.

4. Sergeant

- a. The Town of Lanesborough will have one Sergeant, appointed by the Chief, **provided there is a bargaining unit member who is qualified and willing to assume the Sergeant's position**, who will undertake additional duties as described in the position description, and who will act as the Supervising Officer in the absence of the Chief. The Sergeant will be paid an additional **5.5% over the salary step program pay or \$3,000 per year**, whichever is greater, this amount to be divided into equal parts, **added to base pay**, and dispersed in each pay period.
- b. Full-time officers appointed by the Chief to the positions of Investigator and Records Access Officer shall receive a stipend of 4.0% over the salary step program pay and this stipend shall be added to the base pay. No officer shall hold more than one (1) of these positions or receive more than one (1) stipend at the same time.
- c. Officers can only be removed from the positions of Sergeant, Investigator and Records Access Officer for just cause.

5. Educational Reimbursement

The Town shall provide \$450.00 per year per full-time officer for the reimbursement of college courses specifically related to a criminal justice degree with the understanding that the officer must have a passing grade in the related CJ courses. Any courses to be taken must be approved by the Chief of Police. In the event that any full-time Police Officer resigns within three (3) years from the time they have completed any CJ courses paid for by the Town, the officer agrees to reimburse the Town for the cost of tuition on a prorated basis coinciding with the length of employment after course completion. The resigned officer shall pay back the Town on a prorated basis of 100% of the Town's cost if the officer leaves within the first twelve month period; 66% of the Town's cost if the officer leaves within a twenty-four month period; and 33% if the officer leaves within a thirty-six month period. The Town and Union have agreed that the provisions of this paragraph shall become null and void on June 30, 2014. Effective July 1, 2014, employees shall not be eligible for reimbursement under this paragraph.

Any full-time officer hired prior to July 1, 2020 shall receive the following amounts for the reimbursement of courses, materials, and fees which are incurred towards receiving certification as either a Paramedic or EMT:

For Paramedic Certification:	\$1,500.00
For EMT Certification:	\$ 800.00
For Renewal or Recertification of Paramedic or EMT:	\$ 200.00

Any course to be taken, materials to be purchased, or fees to be incurred must first be approved by the Town Administrator. Documentation of certification shall be submitted to receive reimbursement. In the event that any full-time officer resigns within three (3) years from the time they have received any reimbursement under this section, the officer agrees to reimburse the Town for the cost of such reimbursement on a prorated basis coinciding with the length of employment after payment. The resigned officer shall pay back the Town on a prorated basis of 100% of the Town's cost if the officer leaves within the first twelve month period; 66% of the Town's cost if the officer leaves within a twenty-four month period; and 33% if the officer leaves within a thirty-six month period.

B. Overtime Pay

All officers shall be paid in an amount equal to their regular per-hour rate of compensation plus 50% thereof for all overtime worked in excess of an average 40 hours in a work week, or may be otherwise compensated by commensurate time off equal to the hours worked in excess of such 40 hours in a work week plus 50% thereof, with the approval of the Chief. Said commensurate time must be taken during the current fiscal year, with the exception of any time earned in the last 30 days of the fiscal year, which may be carried for an additional 6 days, with the approval of the Chief.

Part-time officers shall be paid in an amount equal to their regular per-hour rate of compensation plus 50% thereof for all overtime worked in excess of 8 hours in any shift. All officers shall be paid in an amount equal to their regular per-hour rate of compensation plus 50% for shifts on Christmas, Thanksgiving, New Years Day, Memorial Day, and Independence Day.

C. Court Compensation

Officers who are required to appear at court during their non-scheduled duty time will be compensated at their regular per-hour rate of compensation, and at a minimum of three (3) hours, for actual time spent in making appearances, including travel and waiting time at court. Officers will be paid in an amount equal to their regular rate of compensation plus 50% thereof for any court time worked in excess of an average 40 hour work week.

Part-time officers will be paid in an amount equal to their regular per hour rate of compensation, and at a minimum of three (3) hours for all court appearances, plus 50% thereof for any court time worked in excess of an average 40 hour work week.

D. Personal Compensation

All officers covered under this Agreement shall receive the following compensations, the cost of which shall be borne in full by the Town.

1. Pistol permits and renewals.
2. Police I.D. cards and photos, including reissue.
3. Yearly uniform/equipment allowance in the amounts stated below for their use in purchasing, replacing, and maintaining uniforms, equipment and related items used in the performance of their duties including court attire, with the exception of firearms:

Effective July 1, 2017, each full-time officer shall receive up to one thousand and one hundred dollars (\$1,100) annually. Effective July 1, 2017, each part-time officer shall receive up to Six Hundred Dollars (\$600) annually. All clothing purchases made by part-time officers must have the advance approval of the Chief of Police.

Officers must submit receipts to the Town in order to receive the reimbursement amounts listed above.

4. First-time clothing expenses resulting from new employment and/or uniform design changes dictated by the Chief of Police will be borne entirely by the Town and will not be deducted from the individual officer's yearly allowance.
5. In cases where an officer's personal equipment, leather wear, eye glasses, personal belongings including jewelry, etc.) is damaged as a result of the normal course of the occupation, the town shall reimburse said officer the full replacement value for damage or loss of said equipment.
6. The Town shall provide in-service training (not including college courses) for members of the Department in addition to those courses mandated by statutory law. If instruction is given outside of regular working hours, officers shall receive compensation for a minimum of three (3) hours at their regular rate of compensation.

7. The Town shall provide all new officers with a standard departmental issue weapon which will be owned by the Town of Lanesborough.
8. The Town will provide a sum of \$150.00 per Officer per year as reimbursement for health club membership. An Officer shall not be entitled to this benefit during any year that the Officer receives \$150.00 or more as reimbursement for health club membership from the Officer's health insurance provider.

E. Specialized Training

The following paragraph will apply to all officers hired before July 1, 2020:

Effective July 1, 2017, all full-time officers who obtain professional certification as a Paramedic shall receive a \$0.40 increase to their hourly rate. Effective July 1, 2017, all full-time and part-time officers who obtain professional certification as an EMT shall receive a \$0.30 increase to their hourly rate. Said amounts shall only be paid upon submission of documentation that such certification is currently valid. If an officer fails to maintain said certification, the additional hourly amount shall be removed. Said hourly amount shall not be used to calculate any future percentage increases, and is not cumulative (i.e., an officer cannot receive both additional hourly amounts). In order to receive the Paramedic or EMT additional hourly amounts, the officers are expected and required to utilize their EMT-basic skills in the performance of their duties when appropriate and in accordance with the current practice.

F. Turnaround Pay

Any full-time or part-time officer who is scheduled to work pursuant to Article 2 or ordered in to work with less than eight (8) hours after the completion of their assigned shift, shall be paid at their overtime rate of pay for all time worked while working said shift.

**ARTICLE #4
Holidays**

Eleven (11) holidays as listed below shall be recognized by this Agreement. All full-time officers covered under this Agreement shall receive in lieu of holidays, eleven (11) compensatory days off. All full-time officers shall also receive two (2) floating holidays. Any full-time officer hired on or after July 1, 2014 shall not receive the two (2) floating holidays.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

**ARTICLE #5
Extra Details**

A. Detail Assignments.

- 1. Detail assignments shall be made by a Lanesborough Police Department representative so assigned by the Chief of Police, or his/her designee, on a voluntary basis to off duty police officers and shall be distributed among the members of the bargaining unit by rotating seniority and as equitably as possible. The Lanesborough Police Department shall maintain a record of all such assignments, which may be examined by the unit president or his/her designee at reasonable times and upon reasonable notice.**
- 2. The parties accept that the detail assignor shall exercise reasonable discretion with respect to details requested on short notice.**
- 3. All employees covered by this agreement shall, as in all other instances, comply with the orders of superior officers while performing such outside details, and shall be covered by the departmental rules and regulations.**
- 4. Details can only be offered and assigned to other agencies if all eligible current bargaining unit members have been notified of the detail, offered the detail, and no members have volunteered to work the detail.**

B. Town and Lanesborough Village Fire and Water District Detail Rates.

All jobs performed for departments governed by the Town, or the Lanesborough Village Fire and Water District, shall be paid at the hourly rate of the officer working said shift. If said detail is in excess of the forty-hour work week then the officer will be paid at the regular rate of compensation, plus 50%. **If the Union changes the detail rates it will notify the Town Manager and Town Finance Officer, or their designees, within 24 hours of the change(s) being made.**

The hourly rate plus 50% thereof shall be paid for hours worked in excess of eight (8) hours.

Town Elections and Meeting previously covered by this Agreement are deleted as of July 1, 1986. Coverage of said functions will be the responsibility of the Chief via scheduled shift detailing.

C. Outside Detail Rates.

- 1. Outside detail rates will be set from time to time by the bargaining unit upon majority vote. Rates will remain in effect until a change is warranted and voted upon.**
- 2. Employees performing outside details shall be guaranteed a minimum of four (4) hours work and after four (4) hours, employees shall be**

guaranteed a minimum of eight (8) hours at the applicable rate. Any time over eight (8) hours will be at the overtime rate and be paid for the total hours worked.

3. The overtime rate will be paid for details performed: (1) between the hours of 11 p.m and 7 a.m.; (2) during Holidays; and (3) on a Saturday or Sunday.

4. A two hour notice is required for all cancellations. If the Lanesborough Police Department does not receive proper notification, the officer will be paid the minimum requirement (4 hours) of pay for the detail.

D. Officers shall not work back to back either as details or work, or any combination of the two, if the work equals more than sixteen (16) hours of continuous work without an eight (8) hour break in between.

ARTICLE #6 Call-In Time

Any member covered under this Agreement who is called in to work outside of their regular shift or schedule shall be guaranteed a minimum of three (3) hours pay.

Officers shall be paid in an amount equal to their regular per-hour compensation rate plus 50% thereof for all overtime worked in excess of an average 40 hours in a work week, or may otherwise be compensated by commensurate time off equal to the hours worked in excess of such 40 hours plus 50% thereof, with approval of the Chief. Said commensurate time must be taken during the current fiscal year, with the exception of any time earned in the last 30 days of the fiscal year, which may be carried for an additional 60 days, with the approval of the Chief.

ARTICLE #7 Vacation Leave

Any officer hired prior to July 1, 2014 shall receive vacation leave with pay which shall be credited to an officer on his/her annual anniversary date following employment and annually thereafter on said anniversary date as follows:

- | | | |
|----|--|---------|
| 1. | For one year's service but less than five | 10 days |
| 2. | For five years' service but less than ten | 15 days |
| 3. | For ten years' service but less than fifteen | 20 days |
| 4. | For fifteen years' service but less than 20 | 25 days |
| 5. | For twenty years' service or more | 30 days |

Any officer hired on or after July 1, 2014 shall receive vacation leave with pay which shall be credited to an officer on his/her annual anniversary date following employment and annually thereafter on said anniversary date as follows:

For one year's service but less than five 10 days

For five years' service but less than ten	15 days
For ten years' service or more	20 days

ARTICLE #8
Sick Days

All full-time officers shall receive fifteen (15) paid family sick days per fiscal year. Any full-time officer hired on or after July 1, 2014 will receive one (1) paid family sick day at the end of each calendar month wherein said officer actually worked at least fifty percent (50%) of the scheduled work days (up to twelve (12) days per fiscal year can be used for illness or injury of a spouse or children to be deducted from the officer's accumulated sick leave). "Family" means self, spouse or children. An officer can accumulate sick time continually for his/her own extended illness or injury.

Any officer who is absent for reason of personal health for more than five (5) consecutive days will be required by the Town to supply a doctor's statement showing the nature and period of her/her disability and stating when he/she will be able to return to work.

At the time of retirement all full-time officers shall be entitled to buyback sick time with a maximum of 200 days at 55% reimbursement. In the event of death, the full-time officer's estate shall be paid the buyback sick time with a maximum of 200 days at 55% reimbursement. At the time of retirement or death of a full-time officer hired on or after July 1, 2014, said officer or his/her estate shall be entitled to buyback sick time with a maximum of two hundred (200) days at twenty-five percent (25%) reimbursement. Notice is due in the case of retirement by January 1st in the fiscal year previous to the fiscal year that the individual will be retiring. In the event an officer otherwise leaves voluntarily, they shall be entitled to a maximum of 200 days at 30% reimbursement.

ARTICLE #9
Personal Leave

All full-time officers shall be granted time off for which they will be paid at their regular rate of compensation to conduct personal business. It is understood that personal leave is not to be utilized for either personal pleasure or personal business profit, but rather for personal business that must be conducted during the regular work hours of the officer. Such leave shall not exceed five (5) days in any one fiscal year for officers hired prior to July 1, 2017, and shall not exceed three (3) days in any one fiscal year for officers hired on or after July 1, 2017. Personal leave will be taken during the fiscal year at the time requested by an officer, with reasonable notice, and approved by the Chief. Up to three (3) unused personal leave days may be converted to three (3) sick days and utilized pursuant to Article 8 each fiscal year.

ARTICLE #10
Bereavement Leave

In the event of the death of a spouse, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, stepchild, stepparent, significant other, or others at the discretion of the Chief, a full-time officer shall be granted three (3) days off for which he/she will be paid at his/her regular rate of compensation. Such leave shall not be required immediately after death but may be granted commensurate with the funeral and related necessary procedures.

ARTICLE #11
Personal Injury/Extended Sick Time

In the event any full-time officer covered under this Agreement is injured in the performance of his/her duties, he/she shall receive full compensation in accordance with Massachusetts General Law Chapter 41 S111F.

All officers hired prior to July 1, 1997 will receive 15 days sick time for each year worked for the Town of Lanesborough to be banked as "accumulated sick time". Any annual sick time not used in any given fiscal year shall be accumulated per the provisions of Article #8 and available for personal injury/extended sick time. Should any officer's sick leave extend beyond the officer's accumulated time the Selectmen may, at their discretion, extend the weekly compensation.

Said compensation will continue until such time the officer is returned to active duty or is granted a permanent disability/retirement release.

In the event a part-time officer covered under this Agreement is injured on duty, he/she shall receive compensation by an insurance plan provided by the Town substantially equivalent to the type offered by Nationwide.

Any full-time officer covered under this Agreement who becomes sick or injured in the line of duty agrees to sign a "Direction to Pay" letter allowing the town to recover any funds which may come from an insurance policy and would be considered above and beyond an officer's usual rate of compensation while on sick or injured status. This clause is for the express intent of enabling the Town to offset the costs involved with paying an officer while sick or injured and filling the vacant shift(s).

ARTICLE #12
Maternity/Paternity Leave

The Town of Lanesborough will grant unpaid parental leave in accordance with the requirements of M.G.L. c. 149, § 105D (i.e., the Massachusetts Parental Leave Act) and/or the Family and Medical Leave Act. Such leave shall not affect the officer's rights to receive sick leave or benefits for which he/she is eligible.

ARTICLE #13
Leave of Absence

Any member of this Association covered under this Agreement may request an unpaid leave of absence in writing thirty (30) days before the date he/she wishes to leave. The Town shall respond to that request within seven (7) working days in writing. Leaves may be granted for up to one (1) year for the following reasons:

1. Advanced education in Criminal Justice, Law Enforcement, or Police Science.
2. Personal reasons certified as such by the Chief and/or the Board of Selectmen.

3. Extended illness/injury after sick benefits have been used up. The thirty (30) days written notice is not required in this case.

ARTICLE #14
Grievance and Arbitration Procedure

Any officer or member of the Association who has a grievance must file said grievance in writing with the Chief of Police within thirty (30) days of the act or occurrence, or within thirty (30) days of reasonable knowledge of the act or occurrence, unless specifically excluded by this Agreement, shall be settled in the following manner:

STEP 1. The Association President with the aggrieved employee shall first take up the grievance with the Chief of Police and the Town Administrator, and an earnest effort shall be made to adjust the grievance in an informal manner.

STEP 2. If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and shall be presented to the Chief of Police within five (5) days after Step 1 fails, but in no event later than thirty (30) days of the act or occurrence, or later than thirty (30) days of reasonable knowledge of the act or occurrence.

The Chief of Police shall attempt to adjust the dispute and shall render a decision stating the basis for such decision within five (5) days from receipt of grievance. This decision shall be rendered to the President of the Association, in writing.

STEP 3. If the grievance has not been resolved, the Association may present the grievance to the Town Administrator within (5) days from receipt of a decision from the Chief or the expiration time when such decision was due, whichever is greater.

The Town Administrator shall attempt to adjust the dispute and shall render a decision stating the basis for such decision within ten (10) days from receipt of the grievance. This decision shall be rendered in writing to the President of the Association.

STEP 4. If the grievance has not been resolved, the Association may present the grievance to the Board of Selectmen within five (5) days from the receipt of the decision from the Town Administrator or the expiration time when such decision was due, whichever is greater. The Board of Selectmen or designated representative shall meet with the parties to the grievance within fifteen (15) days of receipt of the grievance and shall render a decision in writing stating the basis for such decision within fifteen (15) days from the date of such meeting.

STEP 5. In the event the grievance remains unresolved, the Association shall notify the Board of Selectmen in writing that it intends to submit the grievance to arbitration. Such notice shall be served within five (5) days after receipt of the decision or the expiration of the time fixed for such decision, whichever is later. The arbitration of any grievance under this Agreement shall be before an arbitrator selected by the parties in accordance with the rules of the American Arbitration Association. The expense of such arbitration proceedings shall be assumed equally by the Town and the Association. The award of the arbitrator shall be in writing and shall state his/her findings of facts, reasoning and conclusion. The award shall be final and binding upon the Association, the Town and the grievant, provided however, that nothing contained herein shall be construed to forbid either party from resorting to court for relief from, or to enforce, rights under any

arbitration, and the award may not violate a statute of the Commonwealth of Massachusetts or Federal law. The arbitrator has the authority to reduce any penalty imposed, and make the grievant whole.

In each of the Steps listed above, if a response or last day for filing falls on a Friday, Saturday, Sunday, or holiday, the response or filing period is extended to the next work day.

Any grievance not processed within any of the time limits provided in the grievance procedure shall be deemed to have been waived. Nothing herein contained shall preclude extension of time limitations provided in this Article by mutual agreement in writing.

The Association representatives and the grievant may attend any meeting or hearing provided for herein.

Both the Association and the grievant shall have the right to be represented by counsel of their own selection during the entire grievance procedure. The members of the Association's grievance committee and the grievant shall suffer no loss of pay for the time spent by them during their regular working hours in attendance upon the meetings in Steps 3 and 4.

ARTICLE #15 Police Advisory Review Commission

The Police Association may, if need be the case, meet monthly with the Lanesborough Police Advisory Review Commission upon request and advance notice.

ARTICLE #16 Disciplinary Action

Any officer or member of the Association brought up on disciplinary charges shall be entitled to be represented by the Association and/or counsel of his/her own selection during the entire procedure.

The accused officer, with or without representation, shall initially take the matter up informally with the Chief. If the matter cannot be satisfactorily resolved at this level, then the steps of the Grievance Procedure, as set forth in Article #14, shall be followed.

In all cases of officer suspension, the appointing authority, the Police Advisory Review Commission, and the President of the Association shall be notified. Any member suspended or dismissed has the right to a hearing before the appointing authority relative to their suspension or dismissal. No member of the Association shall be disciplined or discharged without just cause, except as specifically limited in Article #18.

ARTICLE #17 Charges

No officer of the Association shall be brought up on charges unless said charges are made in writing before any hearings take place. Anonymous complaints will not constitute grounds to bring disciplinary action or charge against any officer, or be heard by the Association.

ARTICLE #18
Appointments

Appointments of both full and part-time officers shall be made as follows:

Full-time officer	3 years
Part-time officer	1 year

Upon completion of one term of three (3) years said full-time officers may only be removed with just cause.

In the event a full-time position becomes available, such opening shall be posted in writing for a period of seven (7) days.

Should a part-time officer be appointed to fill a vacant or new full-time position, said officer will automatically be credited one (1) year's service provided all full and part-time service to date totals a minimum of one (1) year. This one (1) year is credited for the express intent of sharing in any benefits requiring more than one year's service.

Anyone appointed to a full-time position will be required to undergo an employment "probationary period" of one hundred and eighty (180) calendar days, commencing upon the day on which said officer graduates from the "Police Recruit Training Program" of the Massachusetts Criminal Justice Training Council Academy. The aforementioned "probationary period" may not be waived or extended without prior written agreement.

In regard to part-time officers, if the Chief determines that an officer is not meeting performance expectations, the Chief will provide written notice to the part-time officer and the Union detailing said concerns at least ninety (90) calendar days prior to a determination not to reappoint. The Union and the part-time employee can meet with the Chief within thirty (30) calendar days of the written notice to review the alleged performance issue(s).

ARTICLE #19
Officer Safety

All officers covered under the Agreement will use only duly marked police cruisers, i.e., external light bar, siren, official vehicle markings and equipment which shall be periodically refurbished and/or replaced by the Town. Unmarked cruisers shall be duly equipped with internal emergency lights, siren, and other equipment deemed necessary for their intended use and officer safety.

The Town will provide every uniformed officer, of their employ, with a ballistic (bullet proof) vest of the latest design. Said equipment is a mandatory part of the officer's uniform and shall be worn by every officer while on duty.

Upon the expiration of the manufacturer's five year limited warranty on the ballistic vests, the Department will institute a policy of periodic semiannual inspection of all such vests to determine serviceability as per the manufacturer's recommendation. Any vest(s) suspected of being unserviceable will be brought to the attention of the Chief who will make the final determination as to repair or replacement of said vest(s). All ballistic vests

will be replaced on an as needed basis at the discretion of the Chief, the cost of such replacement being borne in full by the Town.

The Town shall supply every new officer with the standard departmental issue weapon, to be owned by the Town.

ARTICLE #20 Independent Negotiation

The Town agrees that future consideration for, and negotiation of, compensation pertaining to members of this Association will be conducted independent of other Town Departments.

ARTICLE #21 Insurance

Bargaining unit members will pay a contribution percentage as indicated to the following Town insurance plans. Benefits, co-payments, and other features of these plans shall be in accordance with any agreement negotiated between the Town and Public Employee Committee pursuant to the provisions of Sections 21-23 of Chapter 32B of the General Laws.

- A. A \$10,000.00 term life insurance plan. (Town 80%; Employee 20%)
- B. A group hospitalization and surgical insurance plan.
 - HMO (Town 80%; Employee 20%)
 - PPO (Town 78%; Employee 22%)

The Town may add a HSA plan at the same contribution rate as the HMO Plan.

- C. A dental insurance plan. (Town 80%; Employee 20%)

An employee who has been enrolled in one of the town's health insurance plans for at least one year and drops the plan and remains off the plan for three consecutive years will be paid \$3,500 at the end of the three year period. In order to be eligible for this incentive the employee must provide proof of insurance elsewhere. A member who is off the town insurance can rejoin under the following conditions:

- a) A catastrophic event that caused the unavoidable loss of insurance.
- b) The member chooses to join the Town insurance plan during the annual enrollment period.

An employee who re-enrolls in one of the Town's health insurance plans prior to the end of the three year period will not receive payment.

Any employee who has been receiving insurance for at least one year who elects to receive a less expensive insurance plan in the subsequent year will receive 50% of the savings realized by the Town for that one year. Notification will be made to the Town by the end of the open enrollment period.

ARTICLE #22
Future Employment

Any new hire after July 1, 2007 who attends the Training Academy shall be assessed the cost of the program that has been charged to the Town and a repayment schedule will be arranged in a way that is mutually agreeable to both parties.

ARTICLE #23
Seniority

All vacations and Holidays shall be allotted according to seniority. Seniority shall mean the length of continuing employment in classification. In the event of staff reduction within a particular rank, the Officer laid off shall be the individual with the least Department wide seniority.

ARTICLE #24
Pledge against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, gender identity, national origin, or political affiliation.

ARTICLE #25
Contract Agreement

All rights, obligations, and duties set forth in this Contract shall become effective July 1, 2020.


This Agreement shall remain in full force and effect until and including June 30, 2023.

The parties to this Agreement shall begin negotiations for a new agreement on or before October 1, 2022. The parties agree to meet at least once a month from such date until a new agreement is signed.

In the event this Agreement reaches the above expiration date prior to a new Agreement being put into effect, it is understood that all officers and members covered under this Agreement will continue to work under the existing provisions of the expired Agreement until such time a new Agreement is signed. When a new Agreement is signed, all of the provisions of the new Agreement shall be deemed retroactive to the date the previous Agreement expired, unless otherwise specified.

Signature Page to Follow

In witness thereof, we the undersigned hereunto set our hands and seals this 30th
day of June 2020 at Lanesborough, Massachusetts.


Chairman
Board of Selectmen


Witness


President
Lanesborough Police
Officer's Association, Masscop, Local 390


Witness