



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE TOWN OF TEWKSBURY

AND

TEWKSBURY MASSACHUSETTS POLICE

PATROLMAN'S ASSOCIATION

NEPBA

LOCAL 3

July 1, 2024 – June 30, 2027

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The following contract, effective as of the date of the signing hereof by and between, respectively, the Town of Tewksbury, a municipal subdivision of the Commonwealth of Massachusetts, situated within the County of Middlesex, hereinafter referred to as "Town," and the Tewksbury Massachusetts, Police Patrolman's Association New England Police Benevolent Association Local 3, referred to as the "Union," is designed to maintain and promote a harmonious and understanding relationship between the Town and such of its employees who are within the provisions of this contract, in order that a more effective, practical, and progressive public service may be rendered.

The following terms, expressions and names wherever admitted in this context and wherever the same may appear herein are hereby defined to mean as follows

- A. The word "Town" shall mean and include any individual, board, committee, or administrative body, duly authorized to negotiate with the association or to act in the place of the employer.
- B. The word "Union" shall mean and include all regular police officers.
- C. The word "Chief" shall mean and include the Chief of Police of the Town of Tewksbury, and anyone duly appointed and serving in his/her place or his/her successor in office.
- D. The word "Employee" shall mean and include any regular and duly appointed police officer of the Tewksbury Police Department.
- E. The word "Employer" for the purpose of this contract shall mean the Town as defined above.
- F. The terms "police officer, regular police officer, and regular officer shall mean and include all employees covered by/under this agreement.

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the New England Police Benevolent Association or any of its duly appointed attorneys, agents, or nominees to be the exclusive representative and bargaining agent on behalf of members of the bargaining unit. Retired members of the bargaining unit may become reserve police officers and may be eligible to perform paid details pursuant to the terms of this Agreement. Reserve and retired police officers are not members of the bargaining unit covered by this agreement.

ARTICLE 2

PAYROLL DEDUCTION OF UNION FEES, DUES & SERVICE FEES

- A. The Town shall deduct all union dues and initiation fees, if any, including arrearages and agency service fees from the earned wages of each member of said Union who has provided to the Town the Authorization for Payroll Deduction found at Appendix A of this Agreement. All deductions will be sent to Tewksbury Credit Union under the account of the Tewksbury Massachusetts Police Patrolman's Association (Local 3) NEBPA. The Town shall require, as a condition of employment in the Tewksbury Police Department, the payment on or after the thirtieth day following the beginning of such employment or the effective date of this agreement, whichever is later, a service fee to Local 3 and said service fee shall be in the amount of Twenty Dollars (\$20.00) weekly, in accordance with the provisions set forth in Section 12 of General Laws, Chapter 150E. The Association hereby warrants that said service fee is proportionately commensurate with the costs of collective bargaining and contract administration, and further agrees to annually furnish the Board of Selectman with copies of all reports filed with the Labor Relations Commission under Section 12 of said Chapter 150E.
- B. The Union agrees to indemnify and hold harmless the Town from any harm or liability resulting from implementation and enforcement of the Agency Service Fee and Dues Deduction provisions of this Article and Appendix A.

ARTICLE 3

BULLETIN BOARDS

The Town shall permit the use of a bulletin board in the Police Station by the Union for the purpose of posting notices concerning any business or activity of said Union. It is understood that no derogatory or inflammatory material will be posted thereon by the Union.

ARTICLE 4

BEREAVEMENT CLAUSE

Each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family or household members. Such leave shall be for a period of five (5) workdays. For the purpose of this article, the term 'Immediate Family or household members' shall include the following: father, mother, husband, wife, significant other / partner residing in the same household for longer than six (6) months, son, daughter, sister, brother, grandfather, grandmother, father-in-law, mother-in-law, stepparents and stepchildren, and other relatives living in the employees' household. Additionally, employees shall be granted a leave of three (3) workdays for the death of an uncle, aunt, niece, nephew, brother-in-law, and sister-in-law. In exceptional circumstances, the Chief shall have the discretion of granting an additional day.

Additionally, with the prior approval of the Chief of Police or their designee, two (2) additional days may be granted for a compelling reason, or two (2) days may be granted for a death not specifically covered in this article but deemed to be appropriate. Bereavement days are not to be banked or to be used beyond the day after the services.

ARTICLE 5

SWAPS

Subject to the approval of the Chief or his/her designee, each employee may be granted special leave without loss of pay for a day on which he/she is able to secure an employee to work in his/her place, provided:

- A. Such substitution does not impose additional cost on the Town.
- B. The officer in charge of the shift in which the substitution shall take place shall be notified in writing or electronic means, and approve said request, not less than one day prior to its becoming effective. In the case of emergency, notification may be made by telephone or electronic means.
- C. Neither the Union or the Town shall be held responsible for enforcing any agreement made between the employees; and
- D. The Town will not be liable to pay overtime wages for substituted employees regardless of any arrangement to substitute between the employees.

ARTICLE 6

EXTRA PAID DETAILS

The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by another town department, by a governmental body, or by an outside individual, group, corporation, or organization.

- A. Such assignments shall be made by the Chief or his/her designee and shall be distributed among the regular officers on a voluntary basis as equitably and evenly as possible according to a rotating list of the regular officers.
- B. No such assignment shall be made until the aforesaid party or parties requesting services have agreed to pay for such service according to the rate of pay and the terms following: The wages or salary for such service shall be paid at the prevailing rate set between the Town and the Association.
- C. The detail rate for strikes, labor disputes or work stoppages shall be paid at double time the established base rate.
 - 1. Sunday and holiday extra paid details, as established in Article 23, shall be paid double time the established base rate.
 - 2. Saturday details shall be paid at time plus one half the established base detail rate. Saturday details that last longer than 8 hours, shall be paid at double time the established base rate.
 - 3. All details worked between the hours of 4p.m. and 7 a.m. Monday through Friday will be paid at the rate of time and one half the established base rate.
 - 4. All extra paid details requested by another Town Department shall be paid at the assigned officer's overtime rate.
 - 5. Any detail lasting longer than (8) hours shall be paid at the rate of time plus one half the established base rate in hourly increments.
 - 6. Details starting at 6 p.m. on Christmas Eve until 11:59 p.m. on Christmas Day and 6 p.m. on New Year's Eve until 11:59 p.m. on New Year's Day will be paid at double time the established base rate.
- D. Such wages or salary shall be paid for a minimum of four (4) hours; thus, if said employee works less than four (4) hours' he/she shall be entitled to and shall be paid for four (4) hours work.
- E. Any employee working more than four (4) hours, but less than eight (8) hours shall be paid for eight (8) hours' work. A four (4) hour minimum shall be paid in case of cancellation unless the officer is notified at least two (2) hours in advance of said assignment.
- F. No such assignments shall be made to retired officers, reserve officers or traffic monitors unless a regular officer is not available. Members of the bargaining unit shall be given 1st choice for details. Retired members of the bargaining unit who are reserve police officers shall be given second choice for details after regular unit members. Reserve police officers who are not retired members of the bargaining unit shall be given 3rd choice for details. Traffic Monitors shall be given the 4th choice for details. It is further mutually understood and agreed that on all extra paid details, where the details are to be paid for by another Town department, [the detail] shall be paid at time and a half.
- G. All fees for outside details will be paid to the Town. The Town shall be responsible for including detail pay as an itemized addition to the regular pay of all officers. It shall further

be the responsibility of the Town to make all proper deductions, withholdings, and reports to the state and federal governments.

- H. The Union may allow variances from Section 2 for non-road details. Such variances require a majority vote and shall be allowed at the sole discretion of the union.
- I. Unless there is an unforeseen emergency such as computer failure, staffing issue, natural disaster, or similar event, bargaining unit members shall be paid for extra paid details no later than the first pay period occurring after the detail is worked.
- J. Any detail scheduled during or after a major storm, hurricane, microburst, natural disaster, or other situation, as deemed appropriate by the Chief of Police or Deputy Chief of Police, to restore a utility service shall be paid at double time the established base rate. This shall not apply to any DPW or Town Details.
- K. Any detail which starts in one pay rate and spans into a lower pay rate shall maintain the higher pay rate for the duration of said detail.
- L. Effective the day of execution of the Agreement by both parties, the established base rate for all extra paid details shall be \$70.00 per hour.
- M. Retired members and reserve officers shall be paid at the rates established above. Traffic monitors shall be paid at a reduced rate of \$5 per hour. It shall not be the hiring contractor or entity's decision which Officer shall fill the requested detail.

ARTICLE 7

SENIORITY

- A. Seniority in rank for police officers will start with the date of full time, permanent continuous service with the Tewksbury Police Department.
- B. In the case of police officers with the same seniority date as determined in paragraph A, the employee with the earliest reserve date of appointment will be considered the more senior employee.
- C. In the case of police officers with the same seniority date as determined in paragraphs A and B above, the police officer with the higher Academy Grade Point Average (G.P.A.) will be considered the more senior employee.
- D. In the case of police officers with the same seniority date as determined in paragraphs A, B and C, the police officer with the higher Academy Firearms Score will be considered the more senior employee.

E. 1. NON-SPECIALTY ASSIGNMENTS

When a vacancy/opening occurs in a non-specialty assignment position covered by this Agreement, and the Town intends to fill such vacancy, such vacancy in a non-specialty assignment position will be posted in a conspicuous place listing the job duties, days off, and schedule for such position.

Written application shall be made to the Chief for consideration in filling the non-specialty assignment position within seven days of its posting. The Town agrees that said vacancy/opening for a non-specialty assignment position will be filled by the senior applicant for that position within 21 days.

F. 2. SPECIALTY ASSIGNMENTS

When a full-time Specialty Assignment position covered by this agreement is created or becomes vacant, it will be posted in a conspicuous place for a period of seven (7) days to allow interested personnel to apply for consideration.

The Chief of Police shall establish the requirements of positions based upon the needs of the department and the expertise and/or training required for the specialty.

The Chief shall have the right to assign the work week for all specialty positions when created or posted with either a (4 & 2) or (5 & 2) work week with Saturday, Sunday, and Holidays off so long as the proposed work schedule is obvious on the posted vacancy.

At the conclusion of the seven (7) day signing period, a Review Board comprised of Superior Officers chosen by the Chief from the rank of Deputy Chief, Lieutenant or Sergeant will be established. The members of this Board will have authority to evaluate an applicant's suitability for a position including, but not limited to, the inspection of personnel files, performance evaluation, interviews with others, and employee candidate interview.

At the conclusion of the committee's evaluation process, the Review Board will submit in writing recommendations on their five selections to the Chief of Police.

From those candidates the Chief will maintain his/her right to evaluate and assign applicants for a position based upon, but not limited to, information received, interviews, all recommendations,

personnel files, and performance evaluations and to conduct inquiries into who is the most suitable officer to assume that assignment.

The Chief's selection shall be final and not grievable, provided he/she chooses one of the five (5) candidates recommended by the Review Board.

A temporary full-time specialty assignment shall not exceed a period of one hundred eighty (180) days.

- G. The seniority of police officers appointed or promoted after June 12, 1973, for the purposes of this contract, shall be determined in accordance with Paragraph A, B, C, D, E, and F of this article.

ARTICLE 8

COURT TIME

1. Any employee on duty at night or on vacation, furlough or on a day off or otherwise not scheduled to work who attends as a witness for the Commonwealth in a criminal case pending in a District Court, including the Municipal Court of the City of Boston, or any Juvenile Court, or the Superior Court, who is required to present evidence anywhere, under the provisions of Massachusetts General laws, Chapter 218, Section 35A and any amendments thereto shall be compensated in the following manner:
2. Any employee scheduled and required to attend court at a preliminary hearing or conference prior to the issuance of a complaint pursuant to general Laws, Chapter 218, Section 35A, shall be compensated for all time spent in court at the rate of one and one-half his/her base pay computed on a 40-hour work week with a minimum of one hour.
3. Any employee scheduled and required to attend the Lowell Justice Center shall be compensated at a rate of time and one-half his/her base pay computed on a forty-hour work week for all time spent from and to the station and in court with a minimum of four (4) hours. Compensation of eight (8) hours for anytime worked over four (4) hours.
4. Any employee scheduled and required to attend any Court outside of Lowell shall be compensated at a rate of time and one-half his/her base pay computed on a forty-hour work week for all time spent from and to the station and in court with a minimum of six (6) hours and compensation of eight (8) hours for anytime the employee is present past four (4) hours.

ARTICLE 9

TEMPORARY ASSUMPTION OF DUTIES

Any regular employee who is ordered by the Chief to assume or assumes the duties and responsibilities of a superior rank shall be paid at the rate for that rank for the first day of assuming those duties. If a supervisor who is assigned to a shift is not working, the Chief may select an employee to assume the duties and responsibilities of the supervisor at a superior rank based upon standing on the promotional list, providing the employee has been trained to serve at the higher rank. The selected employee shall be paid at the rate of the higher rank.

ARTICLE 10

OVERTIME WORK

- A. All extra work (excluding outside details) shall be given to regular and/or Permanent Officers first, Permanent Intermittent Officers second, Retired Reserve Officers third, and Reserve Officers last.
- B. All extra work assignments shall be made by a superior officer designated by and responsible to, the Chief of Police. All extra work shall be distributed as fairly and equitably as possible among all regular and/or permanent members of the department. The Chief shall continue to monitor overtime and extra work components to ensure that officers are properly rested and able to carry out their duties effectively.
- C. A schedule of extra work assignments shall be kept up to date by the superior officer(s) assigning the work. This schedule shall reflect the assigning of work on a rotating basis and shall be available for inspection by all members of the department.
- D. Time worked in excess of normal tour of duty on any workday shall be considered overtime and shall be paid at the rate of time and one-half of the applicable rate in thirty (30) minute increments.
- E. The regular tour of duty of any employee shall not be changed for the sole purpose of avoiding payment of overtime; but, further provided, such changes may be made for other reasons in the administration of the Police Department.
- F. When overtime is assigned to an employee, he/she shall fulfill that assignment personally and shall not exchange to another overtime assignment as he/she chooses without the approval of the Chief or the superior officer making the assignment of work.
- G. Overtime shall be distributed so that each employee receives as equal an amount of walking and riding time as possible.
- H. When an employee calls in sick, the officer in charge of the shift shall assign an employee on the top of the overtime list to fill the vacancy regardless of the assignment; and further, the senior employee on said shift shall be in charge notwithstanding that the vacancy to be filled is that of a higher-ranking officer.

- I. The initial overtime list shall be established by seniority. Police Officers who are performing duties of Inspectors/Detectives shall be included on the patrolmen's overtime list.
- J. It is agreed that, based upon the consent of the Chief and the employee, if an officer wishes, he/she shall be allowed to take time in lieu of payment of overtime of hours worked within the 28-day period. Such compensatory time off shall be at the rate of one and one-half hours for each hour of overtime.
- K. The Town agrees that if officers are called back to work after completing their work and such time is not within two (2) hours of their next starting time, they shall receive a minimum of four (4) hours pay at the time and one-half rate (1 ½). Compensation of 8 hours for anytime worked over 4 hours that is not in contiguous with a previous shift worked.
- L. Any employee called back to work on a scheduled overtime basis and such time is not within four (4) hours of their next starting time shall receive a minimum pay of four (4) hours at the time and one-half rate.
- M. Any employee assigned to cover polls and working more than four (4) hours, but less than eight (8) hours shall be paid for eight (8) hours work unless it is contiguous with his/her regular shift. A four (4) hour minimum shall be paid in case of cancellation unless the Officer is notified at least one (1) hour in advance of said assignment.
- N. When an employee is ordered in to cover an Overtime Shift, they will be paid at a rate of double time their established base pay. If any employee under this provision is held past their directly assigned order in shift for any reason, they shall continue to be compensated at a rate of double time their established base pay until all activity associated with said shift has been completed but shall not earn order-in hours on the established list for this.
- O. When an employee is awarded an Overtime Shift and or directly assigned to an Overtime Shift (force-in) and the shift is cancelled due to a managerial error, said employee shall be compensated for four (4) hours at the rate of time and one-half rate (1 ½) for an overtime shift or double time for an order in shift, for such revoked assignment without being retained for said hours if the employee is not notified of the change at least two (2) hours prior to the start of the assignment.
- P. If an overtime shift that is directly assigned to a Member as an order in is shortened for any reason, the Member shall be compensated at double time for four (4) hours and double time for eight (8) hours if the member has already worked past four (4) hours.
- Q. Members of the Collective Bargaining Unit can earn/use up to 15 days/120 hours of comp-time in a fiscal year. A member cannot exceed 15 days of comp-time in a fiscal year, unless as outlined below. A member can bank the total amount (15 days), up to the cap. Once the time is used a member cannot build up their bank again in the same fiscal year. 5 days/80 hours of Comp-time can be carried over into the next fiscal year without any approval required and shall not count towards the 15 days/120 hour cap for the new fiscal year. Additional comp- time may be carried over for a compelling reason with prior approval from the Chief of Police.

Personnel will receive monetary payment for order ins. (Officers and Supervisors cannot earn comp-time when ordered in). If overtime is taken voluntarily, a member may earn comp-time or overtime. If an officer or supervisor must stay beyond their shift, they may choose overtime or compensation time at time and one half.

Any member assigned to NEMLEC will be allowed 14 additional days of comp-time due to their monthly training requirements.

ARTICLE 11

UNION BUSINESS LEAVE

- A. Up to five (5) members of the Union Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract provided such leave is authorized by the Chief.
- B. Reasonable requests for leave shall be granted for not more than five (5) delegates for the purpose of attending Union and Association conventions and conferences provided that such attendances are for international, national, regional, or statewide conferences and/or conventions.
- C. Such members of the Union as may be designated by the Union shall be granted leave from duty without loss of pay for Union business, such as attending conventions and conferences provided that the total cumulative leave for all purposes shall not exceed fifteen (15) days in any year and shall be subject to approval of the Chief for scheduling purposes and said approval shall not be unreasonably withheld.

ARTICLE 12

UNION ACTIVITY PROTECTED

Unless directed to the contrary by the Chief or his/her designee, nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to communicate to the citizens of the community on issues which affect the welfare of the members.

Two (2) union representatives shall be allowed reasonable time off for the processing of grievances under Article 19 of this agreement.

Nothing shall abridge the right of any designated member of this union to act with co-workers to address work-related issues. A list of any designated member(s) shall be provided to the Chief prior to an employee performing union activity. Any time an employee seeks to conduct union activity while on duty, the employee must first request time off for union activity from a superior. No union protected activity as outlined in this article shall interfere with an employee's ability to respond to emergency calls for service or to maintain the public safety of the Town. Union Protected Activity shall be temporarily suspended if a call for service comes in and resumed at a later time.

ARTICLE 13

DISCIPLINARY ACTION

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

No employee shall be reassigned to a different shift as a form of discipline unless the Chief determines there is a public safety or efficient operation of the Police Department reason that supports a reassignment or shift transfer. If the union objects to a transfer or re-assignment the Town Manager will review the issue and make the final determination on the situation and such a decision shall not be subject to the grievance procedure of this Agreement.

ARTICLE 14

LATERAL TRANSFERS

In the event any member covered by this agreement desires to transfer to another law enforcement agency, subject to this provision, the Town will approve such transfer so long as it is properly filed in accordance with Civil Service Rules and Regulations or State Statute. The Town shall not prevent any member from making a Lateral Transfer but may at its discretion withhold approval for a period of up to 160 days or until a different time to be agreed upon by the Town Manager and the Union.

ARTICLE 15

ITEMIZED PAYROLL FOR EXTRA AND OVERTIME DUTY

Each weekly payroll check will be accomplished by an itemized voucher itemizing all overtime pay, extra detail pay in addition to the regular pay.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for a limited period not to exceed six (6) months shall be granted for any reasonable purpose, and such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Town Manager.

ARTICLE 17

HEALTH AND WELLNESS

A Wellness committee of three (3) members of the Union shall meet with the Chief of Police on a regular basis to discuss and make recommendations for improvements of general health and wellness of the employees. Members of the Health and Wellness Committee shall be appointed by the Membership.

WELLNESS DAYS

Bargaining members shall have the ability to accrue (4) four wellness days after volunteering to see a licensed mental health professional. Wellness days shall carry the same weight as vacation days. Wellness days cannot be carried over to the next fiscal year and must be used before July 1st. Bargaining members will lose benefit of unused days following the July 1st deadline. The bargaining unit member shall accrue said wellness day upon providing documentation from the qualified professional.

Documentation must be provided from the qualified professional indicating that you were seen and attended a full session. If the qualified professional only allows tele-health, that will be allowed, but in-person is preferred. There is no restriction on the time frame for your four sessions other than it being within the fiscal year. These days will not be allowed to be carried over into another fiscal year. Documentation will need to be provided to the Administrative Lieutenant, who will enter a wellness day into your time off bank, for future use.

A qualified professional is defined as: Licensed Psychologist (LP), Licensed Mental Health Clinician (LMHC), Licensed Independent Clinical Social Worker (LICSW), Psychiatrist, Psychiatric Nurse Practitioner, or Doctor (Including but not limited to - MD/Ph.D/Psy.D)

ARTICLE 18

GRIEVANCE PROCEDURES

Section 1. Definition.

A "grievance" is defined to mean a complaint by one or more police officers of the Police Department or the Union that is based on an alleged violation of the provisions of this contract, or the interpretation, meaning or application thereof, and an aggrieved employee is a person or group of persons making such a complaint through the formally prescribed channels of this contract.

Section 2. Grievance Procedure

Step 1. The aggrieved employee shall first informally discuss his or her grievance with the immediate supervisor within five (5) days of the incident or matter giving rise to the grievance.

Step 2. If the grievance is not resolved in Step 1 within five (5) days of the alleged grievance or dispute, the grievance shall be presented to the Chief of the Department, and the Chief shall investigate within five (5) days, excluding Saturday, Sunday, and holidays, from the date the grievance is presented to him, and he/she shall answer the grievance in writing within five (5) days after his/her investigation.

Step 3. If the grievance is not resolved in Step 2 within five (5) days of the Chief's decision, it may be submitted to the Town Manager, who thereupon shall, within five (5) days of the receipt thereof, excluding Saturday, Sunday, and legal holidays, conduct his/her own investigation, and he/she shall answer the grievance within five (5) days after his/her investigation.

Step 4. If the grievance is not resolved satisfactorily in step 3, it may thereafter, within thirty (30) days of the Town Manager's decision, be submitted to the American Arbitration Association pursuant to its rules and regulations. All costs shall be borne equally by the Association and the Town.

Section 3. Appeals of Disciplinary Actions

In accordance with G.L. c. 150E, Section 8 and c 31, Section 42, an employee must elect to appeal a civil service disciplinary action to either the Civil Service Commission or to arbitration, "where such arbitration is elected by the employee as the method of grievance resolution, (it shall) be the exclusive procedure for resolving such grievance involving suspension, dismissal, removal, or termination notwithstanding any contrary provisions of sections thirty-nine and forty-five inclusive of chapter thirty one..."c. 150E Section 8. The election between appealing to the Civil Service Commission or to arbitration shall be made after the employee receives notice of disciplinary action from the Town pursuant to Ch. 31 and has the right to appeal the Town's action to the Civil Service Commission. If arbitration is elected, the disciplinary action taken by the Town will be considered the equivalent of a Step 3 determination by the Town Manager, and the 30 days for submitting the matter to arbitration will begin to run from the date that the Union receives the notice of disciplinary action.

Section 4. Arbitrator's Authority

All grievances shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested. The dispute as stated in Step 1 shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The award of the arbitrator shall be final and binding upon the Union and the employer and/or the aggrieved employee(s).

Any of the time limits outlined in this agreement may be changed at any time by mutual agreement of the parties. Any grievances not presented within the time specified shall be presumed to be waived.

The Union agrees to designate one person from each shift to act as its steward and said steward shall attempt to resolve any and all grievances that may arise in his/her unit in the Step 1 level of the grievance procedure.

ARTICLE 19

MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, and except to the extent that all of the authority, power, rights, jurisdiction, and responsibility to be exercised hereunder are not used capriciously, injudiciously, or intemperately, all of the authority, power, rights, jurisdiction and responsibility of the Town of Tewksbury and the Police Department are retained by and reserved exclusively to the Town and the Chief of Police, including, but not limited to, the rights to manage the affairs of the Town and Police Department and to maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedule and hours of duty consistent with the statutes and the assignment of employees work and require overtime; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue, and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, assign, and retain employees to transfer, discipline, suspend, demote and discharge for just cause and reason; to require reasonable rules and regulations pertaining to the operations of the Town of Tewksbury and Police Department and to the employees.

ARTICLE 20

RETENTION OF RIGHTS

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

ARTICLE 21

NO STRIKE CLAUSE

- A. No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services to the Town of Tewksbury.
- B. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown or withholding of services to the Town of Tewksbury.

ARTICLE 22

HOLIDAYS

The following holidays shall be considered paid holidays by the Town: January 1; Washington's Birthday; Patriots Day; Memorial Day; Juneteenth; July 4; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day; Martin Luther King Day. Any employee required to work on such a holiday when on vacation shall receive an additional day's pay at the rate of one and one-half rate, in addition to his/her vacation compensation, if called to duty because of an emergency.

- A. Whenever an employee ceases to be a member of the police department, he/she shall be entitled to all holiday pay accrues to date of termination.
- B. The holiday pay will continue to be paid, as has been the past practice on a Semi-Annual basis in the first week of June and in the first week of December.

ARTICLE 23

SICK LEAVE

Occupational- Each Town employee who sustains injury or illness arising out of his/her employment in the Town service, shall be entitled to receive his/her full pay for the period of his/her incapacity. If such period exceeds 30 days, continued payment beyond such period shall be subject to approval by the Town Manager, which may require periodic written testimony supporting the claim of continued incapacity as a condition precedent to its approval.

Non-Occupational- Every employee occupying a full-time position subject to the classification and compensation plans or a part-time position in which the employee has worked a total of at least thirty (30) weeks at the regular work week for his/her occupational group shall be allowed by the head of his/her department sick leave with pay for a period of 15 days during each calendar year, provided said leave is caused by sickness or injury, exposure to contagious disease, or on account of serious illness of members of the employees family. Sick leave is a benefit, and it is to be used only for the above reasons. The intent of this article is not to confer on employees the privilege of taking an additional 15 days off. Non-occupational sick leave is accrued and cumulative hourly at the rate of 1 ¼ days per month. For non-occupational illness: two days of annual allotment of sick leave may be transferred by an employee to a sick leave bank to be administered by the parties. This will reduce regular annual sick leave to 13 days. Parties will develop language for application, review and approval or disapproval process, equal representation.

Accumulation- Sick leave allowed under provisions of this Article shall be cumulative at the rate of 1 1/4 days per month.

Certificate of Disability – When absence by reason of sickness or injury is for a period of more than three (3) days, the department head shall require said employee to file a certificate of disability, signed by a regularly licensed and practicing physician, before the employee shall be entitled to compensation as herein provided. The department head may, however, require the aforementioned certificate for any period less than three days if he/she deems it to be in the interest of the department.

Whenever an officer permanently leaves the employment of the Tewksbury Police Department, all accumulated time such as vacation, court, holidays, and all other pay due to the employee shall be paid for at the established rate of pay for that timeframe. It shall be paid to the individual or in the event of his/her death to his/her estate. In the event that a departing member has unused sick time, it shall be the choice of the departing member to either donate their unused sick time to the Patrolman's Union Sick Bank, or to lose accrued time back to the Town.

Tewksbury Patrolman's Sick Bank

1. Contributions to the Sick Leave Bank:

A Sick Leave Bank (here and after referred to as the "Bank") will be established and controlled by the patrolman's union membership in collaboration with the Town. Donations will be made from individual members of the patrolmen's union under the following terms and conditions:

- a) Bargaining unit members must notify the Secretary of the Bank Committee that they wish to participate in the program. They will be provided a Sick Bank Application Form to complete affirming that they wish to join the bank, agree to the terms and guidelines established in this memorandum and are eligible as outlined below. Once completed the Sick Bank Application Form will be provided to the appropriate Town and/or Department personnel by the Sick Bank Committee Secretary.
- b) To be an active member and participant of the Bank, bargaining unit members must make an initial contribution of five (5) sick days into the Sick Bank.
- c) Donors will be required to donate two (2) sick days per year into the Bank each July 1st.
- d) The sick bank will accrue days until it is determined by the Sick Bank Committee that the reserve is large enough to satisfy the needs of the members.
- e) No bargaining unit member will be required to have a certain number/percentage of accrued sick time to be an active member in the Sick Bank (as long as they have the initial contribution required).
- f) Once a bargaining unit member decides to join the Sick Bank, such member will not be allowed to draw days from the sick bank until a 30-day grace period has expired.
- g) Pending any extenuating circumstances, the Sick Bank Secretary, and an appropriate Town and/or Department personnel shall review the banks membership and reconcile the bank's time on a monthly basis to ensure accuracy.

2. Receiving Benefits from Sick Leave Bank:

A Bank member may be eligible for a withdrawal of sick days from the sick bank to be deposited into their individual sick leave account under the following terms and conditions:

- a) The recipient of the sick days from the Bank must have exhausted all their individually accrued time (vacation, sick, personal, compensatory time; as well as admin and wellness days).
- b) The recipient of the sick days from the Bank will have his/her individual case reviewed by the Sick Leave Bank Committee.
- c) Once the recipient has received a favorable recommendation after a review by the Sick Leave Bank Committee, the Bank Committee will notify the appropriate Town and/or Department personnel and an initial deposit of necessary sick days will be transferred from the Sick Leave Bank and into the recipient's sick time account.
- d) Once the recipient has exhausted the initial deposit of days from his/her sick time account, the Sick Leave Bank Committee will review the Bank members request for additional sick days from the Sick Leave Bank and determine whether such days shall be granted.
- e) If such recipient of sick bank days doesn't exhaust the initial deposit of Bank days deposited into their personal sick time account, those unused sick days will be transferred back into the Patrolmen's Sick Leave Bank.

3. Sick Leave Bank Committee:

A) A Sick Leave Bank Committee (here and after referred to as the "Committee") will be established and comprised of Five (5) members of the Tewksbury Police Department Patrolmen's Union, the Chief of Police, and a designee of the Chief of Police.

B) The Committee will be chaired by the Patrolman's Union President, vice-chaired by the Patrolman's Union Vice President and will have a Secretary and two (2) additional members at large from the Patrolmen's Union who will be selected by a majority vote amongst the bargaining unit membership. The three (3) elected members will serve a three (3) -year term that will run concurrent with the dates of this bargaining agreement. Should a committee member leave for any reason, a new member shall be selected by a majority vote amongst the bargaining unit membership and serve the remaining term of this bargaining agreement.

C) The Sick Leave Bank Committee, strictly by majority vote only, will determine whether the bargaining unit member's request for use of the sick bank will be granted or denied based upon the following criteria:

1. Sick Bank days are to be specifically restricted to members of this bargaining unit for their personal use in such prolonged instances: serious illness, off-duty injury or medical condition, or an immediate family member's serious illness or medical condition.

2. The recipient of the sick days from the Bank must have exhausted all their individually accrued time before requesting time from the sick bank. If a member earns or accrues additional paid time off while using sick bank time, the member will use any additionally accrued paid time off until such time is exhausted.

3. Sick Bank days will not be awarded to any member who is requesting such days for maternity or paternity leave.

4. A complete review of all the facts and circumstances related to the member's request, including but not limited to adequate medical evidence and utilization of all eligible leave.

5. A recommendation of approval by the Sick Leave Bank Committee will not exceed an initial allocation as deemed necessary.

6. Upon a continued demonstration of need, the Sick Leave Bank Committee may recommend approval of a subsequent allocation of additional Bank days.

D) The decisions of the Sick Leave Bank Committee with respect to all aspects of administration of this benefit program and contract section shall be final and binding. The decision is not subject to the grievance and arbitration provisions of the contract.

ARTICLE 24

DISCIPLINARY NOTICES AND PERSONNEL FILE

Simultaneously with placing any material in the department's personnel file relating to the discipline or sanction of a specific employee, a copy thereof shall be sent to such employee. If any such material is disputed by the employee, he/she may include a counterstatement in the file.

In the event an employee disputes the inclusion of any material in his/her personnel file, the officer may request a hearing before the Town Manager, whose judgment on the matter shall be final.

Upon reasonable notice, an employee may inspect the department's file relating to such employee and may request a copy of any material therein.

Before any material is placed in the department's personnel file relating to a specific employee, from a non-departmental source, a copy thereof shall be sent to such employee. In the event an employee disputes the inclusion of this material in his/her personnel file, the officer may request a hearing between the Union and the Chief in which the accusing party shall be present. If the accusing party is not present, the matter shall be terminated unless the department is pursuing an internal investigation.

ARTICLE 25

WORK WEEK

Employees shall work a four (4) day work week with two (2) days off (known as a 4 and 2). Said work schedule shall be as follows:

8 a.m. to 4 p.m.

4 p.m. to 12 Midnight

12 Midnight to 8 a.m.

The Chief retains the right to implement an impact shift.

A. All overtime hours shall be determined on the basis of an eight (8) hour working day or forty (40) hour work week. Vacation days, sick days, personal days, etc., shall be considered part of the work week for overtime.

B. Shift Bidding

1. On the first Sunday in April and the first Sunday in October all non-specialty assignment positions on shifts covered by this agreement will be posted in a conspicuous place listing non-specialty assignment shift positions. The officer with the most seniority must place his/her shift bid for a non-specialty assignment position within four (4) days. The remaining officers will bid by their position on the seniority list, with each position on the seniority list receiving an extra day to bid, the least senior person having the most time to bid. Shift bidding is not available to specialty assignments. See Article 7, D.

2. All non-specialty assignment shift positions will be filled by the senior applicant for that non-specialty assignment shift position by the second Sunday after shift bidding has closed.

3. Officers working a "5 & 2" schedule receive an additional 5 administrative days off each fiscal year.

ARTICLE 26

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this agreement should be held invalid by operation of law by any Court or Tribunal of Competent Jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE 27

MISCELLANEOUS

- A. In order to present a clear understanding of this Agreement, the Town agrees to provide each employee with a copy.
- B. This agreement shall be governed by Massachusetts General Laws, Chapter 150E.
- C. Effective July 1, 2024 a Uniform Allowance of \$1340.00 will be added to the base pay of each bargaining unit member and no longer paid as a separate check. Members of the Collective Bargaining Unit are required to maintain their uniform in accordance with all policies and procedures set forth by the Chief and understand that the cost of purchasing and maintaining uniforms and clothing is part of the base pay.
- D. Salary for Collective Bargaining Unit members will be divided by 52.2 pay weeks per year.
- E. By agreement pursuant to M.G.L. Ch. 150E, Ch. 41 § 99A, NEPBA Local Union #3 members employed by the Town of Tewksbury shall maintain residency anywhere within fifteen air (point to point on a map) in a southerly and easterly direction. 20 miles in a northerly and westerly direction. 20 miles of the furthest border of the Town to the closet border to the town in which the member resides. Union members employed by the Town of Tewksbury may live either in the Commonwealth of Massachusetts or in the State of New Hampshire, so long as their residence is within the fifteen air mile limit in a southerly and easterly direction. 20 miles in a northerly and westerly direction. Members shall be required to have the ability to respond to Town from their residence within one (1) hour under normal circumstances. This requirement applies to current active full-time Union members and future full-time Union members of the Tewksbury Police Department and will remain in full force as part of the collective bargaining agreement between the Union and the Town.

ARTICLE 28

VACATION PAY

1. Employees shall be excused two (2) days out of every six (6) days without loss of pay, and these days shall be in addition to any annual vacation; and such vacation shall not be diminished on account thereof.
2. As it was voted upon pursuant to the General Laws of the Commonwealth of Massachusetts at the annual Town Meeting in 1972, Article 70, relative to MGL c. 41, 111D, is hereby incorporated into this Agreement and each employee covered by the Collective Bargaining Agreement shall be entitled to and receive benefits under MGL c. 41, 111D.
3. Each employee covered under the Collective Bargaining Agreement shall be entitled to and receive vacation benefits pursuant to M.G.L. c. 41, §111D.

4. An employee earns vacation hours on a monthly basis commencing with his/her date of hire and subsequent completion of additional years of service in accordance with the schedule listed below. New hires if hired on or before the 15th of the month will receive their vacation accrual for that month. If hired after the 15th of the month, vacation accrual will not start until the following month when he/she has completed a full month of service.
5. Employees may carryover 7 days' vacation earned in the prior fiscal year into the next fiscal year.

Completed Service	Accrual Rate	Vacation Earned
Monthly rate prior to completion of four years of service.	6.666 hours per month	10 days
Monthly rate after completion of four years of service.	14 hours per month	21 days
Monthly rate after completion of nine years of service.	18.666 hours per month	28 days

Employees hired between July 1st and December 31st shall receive 5 vacation days on January 1st of their first year of employment. Employees hired between January 1st and June 30th shall receive their accrued vacation time on July 1st only in accordance with the above chart. The existing practice as of 2006 of awarding additional vacation time on the anniversary date of an employee's 5th and 10th year of service will end effective (July 1st, 2006) and the employees shall accrue vacation time in accordance with the above chart.

ARTICLE 29

NIGHT SHIFT DIFFERENTIAL

- A. Employees assigned to the split shift (two 4pm-12am shifts and two 8am-4pm) will receive 3.75% of a patrolman's maximum weekly wage. Employees assigned to night shift (4pm-12am) shall receive 7.5% of a patrolman's maximum weekly wage. If a specialty position is assigned to a shift on a permanent basis, which requires them to work between the hours of 4pm and 8am, they will be paid at 7.5% per shift of a patrolman's maximum weekly wage.
- B. The preceding shift differential shall be paid weekly and shall be considered part of the base for computing non-occupational sick leave pay, personal leave pay, and vacation pay.

ARTICLE 30

LONGEVITY

- (1) A longevity increment shall be granted to each full-time employee hired after July 1, 1989, at the completion of each five years of full-time continuous employment for the Town of Tewksbury. The maximum increment shall be received at the completion of 25 years of employment. The longevity increment shall in no way be considered as part of the salary rate for Civil Service purposes. The longevity increment shall be included for all applicable purposes in determining any and all rights under the Middlesex County Retirement fund. The increment shall be:

Effective July 1, 2021

3.00% of the base pay in effect at the completion of 5 years of full-time employment,

5.50% of the base pay in effect at the completion of 10 years of full-time employment,

8.0% of the base pay in effect at the completion of 15 years of full-time employment,

9.50% of the base pay in effect at the completion of 20 years full-time employment,

11.75% of the base pay in effect at the completion of 25 years of full-time employment.

Effective July 1, 2022

3.00% of the base pay in effect at the completion of 5 years of full-time employment,

5.50% of the base pay in effect at the completion of 10 years of full-time employment,

8.25% of the base pay in effect at the completion of 15 years of full-time employment,

9.75% of the base pay in effect at the completion of 20 years full-time employment,

12.25% of the base pay in effect at the completion of 25 years of full-time employment.

Effective July 1, 2023

3.00% of the base pay in effect at the completion of 5 years of full-time employment,

5.50% of the base pay in effect at the completion of 10 years of full-time employment,

8.50% of the base pay in effect at the completion of 15 years of full-time employment,

10.0% of the base pay in effect at the completion of 20 years full-time employment,

12.75% of the base pay in effect at the completion of 25 years of full-time employment.

ARTICLE 31

EDUCATIONAL INCENTIVE PAY

As it was voted upon pursuant to the General Laws of the Commonwealth of Massachusetts at the Town Meeting in 1972, Article 6, relative to MGL c 41, Sec 108L (Chapter 835 of the acts of 1970) is hereby incorporated into this agreement, and each employee covered by this agreement shall be entitled to and receive the benefits under MGL c 41, Sec. 108L. Effective July 1, 1991, any employee covered by this agreement will be grandfathered under the provisions of MGL c 108L, and shall be eligible to receive all the benefits of this program now and in the future whether the State meets its funding commitment or fails to meet its funding commitment.

1. Effective July 1, 1991, any new employee covered by this agreement will be eligible to participate in this educational incentive program under MGL c 41, Section 108L, until the State changes its commitment or the requirements of the program. At the time the State changes its commitment or the requirements of the program and a member of this bargaining unit has been accepted to a degree granting program and has completed 50% of the degree requirements at the time the State changes the requirements or their commitment to the program, then the employee will have two years to complete the program.

After the State changes its commitment or requirements of the program, the Town will not be responsible for continuing the current Educational Incentive Program for any employee who is not covered by the preceding paragraph.

For employee hired after July 1, 2009, will receive the following education incentive:
10% for an Associate's Degree in Criminal justice from an accredited institution
20% for a Bachelor's Degree in Criminal Justice from an accredited institution
25% for a Master's Degree in Criminal Justice from an accredited institution

The Town and the Union shall agree that each sworn officer who has a degree in a subject other than Criminal Justice will be considered to receive the educational incentive.

To be considered, the officer will need to submit a written request to the Chief of Police with his/her transcripts. Each request will be considered on a case-by-case basis. If the request is denied an appeal can be made to the Town Manager and the Town Manager's decision will be final and the decision cannot be grieved.

Additionally, the Town will not be paying anyone back-pay if they are approved.

If anyone wants to pursue a degree in something other than Criminal Justice, they shall submit a written request to the Chief of Police for approval prior to ensure that they will receive the educational incentive for their degree.

The Chief will maintain a list of approved degrees to ensure consistency.

Members of the bargaining unit hired prior to July 1, 2009, shall be allowed to pursue degrees in Criminal Justice from accredited institutions (colleges and universities), including accredited institutions not currently on the list of approved Massachusetts Department of Higher Education Police Career Incentive

Pay Programs, and shall receive the identical levels of compensation as members hired after July 1, 2009, upon successful completion of the degree program.

ARTICLE 32

PERSONAL DAYS

Each full-time regular member of the police department shall be entitled to three (3) personal days off each fiscal year, provided that such personal day off shall be subject to prior approval of the Chief of the police department and they shall not be accumulated from year to year.

ARTICLE 33

LIMITED DUTY

Section 1. Limited duty may be allowed for occupational or non-occupational illness or injury, with the written permission of both the employee's and the department's doctors and the permission of the Chief. Refusal of permission by the Chief shall be neither grievable nor arbitrable.

Section 2. An officer in a limited duty status will not be allowed to work overtime shifts or details but may work overtime assignments that fall within their limitations.

Section 3. The provisions of this article shall not be construed to impair the rights of employees or the Town under C.41, S111F or C.32B of the General Laws.

ARTICLE 34

PHYSICAL EXAMINATIONS

All new employees hired after July 1, 1988, shall submit to a full pre-employment physical and psychological examination.

ARTICLE 35

DRUG & ALCOHOL POLICY

The Town of Tewksbury has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

The Town is obligated to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the Town's property, information, equipment, operations, and reputation.

Prohibited Conduct

The following on-duty conduct shall constitute an offense under this Article.

The possession, use, transfer, manufacture, or sale of any illegal drug.

The possession or use of alcohol during working hours, or while using Town vehicles or facilities.

Driving under the influence of alcohol or drugs.

Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02 or impaired by drugs or alcohol.

Distributing alcohol or drugs on town property on or off duty.

Prohibited Drugs

Prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization also violates this policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his/her or her physician to ensure that the medication will not interfere with the employee's ability to work safely and/or efficiently. Any questions or doubts should be raised with the Town Administrator.

Drug and Alcohol Testing

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

a. New Hires:

Each new employee will submit to a drug test after an offer of employment has been made and prior to the date of hire.

b. Reasonable Suspicion:

When the Town has reasonable, individualized suspicion to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. Reasonable suspicion must be based on specific, objective facts and reasonable inferences drawn from those facts.

c. Post-Incident:

Any employee involved in a serious accident/incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test.

d. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed to report to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

b. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Town Administrator or the person he/she designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the medical professional who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his/her or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative." The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

Searches

The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, toolboxes, Town vehicles, lockers, or in other Town-owned or controlled containers on the premises that may conceal substances prohibited by this policy. Employees have no expectation of privacy in such areas.

Enforcement

Any employee who violates this Article will be subject to discipline, up to and including discharge from employment.

Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help, or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

ARTICLE 36

SALARY SCHEDULE

Effective July 1, 2024 2.5% increase all steps
 Effective July 1, 2025 2.5% increase all steps
 Effective July 1, 2026 2.5% increase all steps

Effective 7-1-2024				
Title	Step 1	Step 2	Step 3	Step 4
Patrolman	54,773.08	60,426.33	66,667.80	69,267.41
	1,049.29	1,157.59	1,277.16	1,326.96
40 hours weekly	26.2323	28.9398	31.9290	33.1740
Effective 7-1-2025				
Title	Step 1	Step 2	Step 3	Step 4
Patrolman	56,703.83	62,556.35	69,017.84	71,709.08
	1,086.28	1,198.40	1,322.18	1,373.74
40 hours weekly	27.1570	29.9599	33.0545	34.3434
Effective 7-1-2026				
Title	Step 1	Step 2	Step 3	Step 4
Patrolman	58,702.64	64,761.46	71,450.72	74,236.82
	1,124.57	1,240.64	1,368.79	1,422.16
	28.1143	31.0160	34.2198	35.5540
40 hours weekly				

*Includes Uniform Allowance and POST Certification

Salary for Collective Bargaining Unit members will be divided by 52.2 pay weeks per year.

Wage Deferral Program:

The wage deferral program will not be available for any employees hired after July 1, 2012.

Wage Deferral Program:

Each member employed as of 7/1/06 shall have a 3.5% added to their base pay effective 36 months prior to the effective date of their separation from service excluding involuntary termination with just cause. This 3.5% raise is in addition to any wage Increase(s) required by the contract then in effect. If any member is unable to provide 36 months' notice of intent to separate from service due to extenuating circumstances, the town shall provide such 3.5% wage increase retroactively to 36 months prior to the effective date of such member's separation from service excluding involuntary termination with just cause. It is understood that all members will seek to provide the town with 36 months' notice of their expected separation from service excluding involuntary termination with just cause. In no event shall members be entitled to the 3.5% increase for any period of time prior to July 1st, 2006.

This 3.5% wage increase is not intended as a retirement bonus. It is to provide members with a reasonable wage increase for fiscal year 2007. The members have agreed that due to the town's financial issues it shall postpone the implementation of the 3.5% increase until 36 months prior to separation from service excluding involuntary termination with just cause of each member employed as of July 1st, 2007.

A member is placed at step 1 upon employment. The Town will advance the member to step 2 upon the member's completing six (6) months' full-time service to the Town as a police officer. The Town will advance the member to a step 3 upon the member's completing eighteen (18) months' service to the Town as a police officer. The Town will advance the member to step 4 upon the member completing thirty (30) months of service to the Town as a police officer.

Should the Town agree and fund a cost-of-living increase with another Town Union (Fire, Superior Officers and, AFSCME) which is greater 2% of the base pay on July 1, 2024 parties agree that the Union may request to reopen this Agreement on the issue of wages only under Article 37. Such request must be made within fourteen (14) days the Union knew or should have known about such an agreement. This provision shall not apply to decisions rendered by the MA Joint Labor Management Committee, a third party or increases to base pay due to incentives, certifications, or licenses.

POST:

In recognition of the Police Reform Act of 2020 (Chapter 253 of the Acts of 2020), members of the bargaining unit will be provided a 1% increase to the base pay of each step of the salary schedule on July 1, 2024, 1% on July 1, 2025, and 2% on July 1, 2026. Each Collective Bargaining Unit member must maintain certification by the Commonwealth of Massachusetts as a Peace Officer Standard and Training (POST) in accordance with the Police Reform Act of 2020 (Chapter 253 of the Acts of 2020) including any future amendments to the law or regulations. If a Collective Bargaining Member is decertified, they will no longer be eligible for employment with the Town or payment under this section. The parties agree that the POST payment will have no further force and effect to the Town in the future.

ARTICLE 37

SPECIALTY RATES

Section 1.

The Chief of Police may, in his/her sole discretion, designate bargaining unit employees to serve as specialists in any of the following areas: Detective, Dog Handler (K9), Traffic Safety Officer, Community Service Officer, Family Service Officer, School Resource Officer, and Cruiser Maintenance Officer. The Chief of Police may also designate bargaining unit employees to serve as Lead Instructors.

Section 2.

The Chief of Police shall establish the criteria and appoint the specialists and Lead Instructors according to the needs of the Department and the expertise and/or training required for such position.

The Chief of Police shall maintain a list of Lead Instructors which will be covered under Section 6 of this Article. If a position is deemed not appropriate by the Chief of Police, the Union shall reserve the right to present to the Town Manager to review and make the final determination.

Section 3.

Approved and agreed upon stipends shall be paid to specialists on a weekly basis.

Section 4.

All specialty assignments are at the discretion of the Chief and may be initiated or terminated by him at any time. The Chief reserves the right to add additional full-time specialty assignments to fit the needs of the Department and community.

Section 5.

The Town agrees to the following Specialty Pay: \$1,000 for Detectives, Family Services Officer, Cruiser Maintenance Office, and School Resource Officers as designated by the Chief of Police. \$1,000 for Instructors as designated by the Chief of Police. All officers serving as Instructors shall maintain any applicable certifications for their area of instruction and must currently be teaching in their area of instruction in order to be eligible to receive a Instructor Specialty Stipend. The maximum an individual can receive for a Specialty Stipend and Instructor stipend is \$2,000 per year.

ARTICLE 38

EVALUATIONS

The Chief may develop, implement and from time to time amend a program for formal evaluation of bargaining unit employees. Each Employee who is so evaluated will be provided a copy of the completed evaluation form, will have the opportunity to discuss the same with the evaluator, and will be required to sign the same to acknowledge receipt. An employee who is in disagreement with any observation or conclusion reflected in the evaluation form may attach thereto a statement. Evaluation forms may be given such weight as is deemed appropriate by management in connection with assignment, promotion, demotion, or any other personnel action.

The Union and the Chief shall work cooperatively with respect to the evaluation form and procedures. In the event an Employee disputes the conclusions of any evaluation form, it may be appealed to the Town Manager, and further appeal may be taken to the Board of Selectmen, whose judgment on the matter shall be final and binding to all concerned.

ARTICLE 39

DURATION

Unless specifically spelled out differently in this Agreement, this Agreement shall be in full force and effect from _____ to and including _____ and shall continue from year to year thereafter unless written notice of desire to negotiate changes or revisions is served by either party upon the other at least sixty (60) days prior to June 30, 2027. This agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

The parties also agree that if any other bargaining unit signs for a greater wage package, the union reserves the right to open the agreement pertaining to these issues.

IN WITNESS WHEREOF, on this _____ day of _____ 2026, the appropriate authorities of the Town of Tewksbury and the Tewksbury Massachusetts Patrolman's Association Local 3 of the NEBPA, affixed their signature to this Agreement, subject to any necessary appropriations or actions of Town Meeting.

Town of Tewksbury

NEBPA










