



AGREEMENT

BETWEEN THE TOWN OF TEWKSBURY

AND THE

TEWKSBURY POLICE DEPARTMENT

POLICE SUPERVISORS' UNION

MASS C.O.P. LOCAL 261

JULY 1, 2024 - JUNE 30, 2027

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS.....	<u>4</u>
2. PAYROLL DEDUCTION OF UNION FEES, DUES & SERVICE FEES.....	<u>5</u>
3. BULLETIN BOARDS.....	<u>6</u>
4. BEREAVEMENT CLAUSE.....	<u>6</u>
5. SPECIAL LEAVE.....	<u>6</u>
6. EXTRA PAID DETAILS.....	<u>7</u>
7. SENIORITY.....	<u>8</u>
8. SHIFT BIDDING.....	<u>9</u>
9. COURT TIME.....	<u>10</u>
10. TEMPORARY ASSUMPTION OF DUTIES.....	<u>10</u>
11. OVERTIME WORK.....	<u>11</u>
12. UNION BUSINESS LEAVE.....	<u>12</u>
13. UNION ACTIVITY PROTECTED.....	<u>13</u>
14. DISCIPLINARY ACTION.....	<u>13</u>
15. ITEMIZED PAYROLL FOR, EXTRA AND OVERTIME DUTY.....	<u>13</u>
16. LEAVE OF ABSENCE WITHOUT PAY.....	<u>13</u>
17. HEALTH AND WELLNESS.....	<u>14</u>
18. GRIEVANCE PROCEDURES.....	<u>14</u>
19. MANAGEMENT RIGHTS.....	<u>15</u>
20. RETENTION OF RIGHTS.....	<u>15</u>
21. NO STRIKE CLAUSE.....	<u>16</u>
22. HOLIDAYS.....	<u>16</u>

23.	SICK LEAVE.....	<u>16</u>
24.	WAGE SCHEDULE.....	<u>18</u>
25.	DISCIPLINARY NOTICES AND PERSONNEL FILE.....	<u>19</u>
26.	WORK WEEK.....	<u>19</u>
27.	SEPARABILITY AND SAVINGS CLAUSE.....	<u>20</u>
28.	MISCELLANEOUS.....	<u>20</u>
29.	VACATION PAY.....	<u>21</u>
30.	NIGHT SHIFT DIFFERENTIAL.....	<u>22</u>
31.	LONGEVITY.....	<u>22</u>
32.	EDUCATIONAL INCENTIVE PAY.....	<u>23</u>
33.	PERSONAL DAYS.....	<u>24</u>
34.	DURATION.....	<u>25</u>
35.	RESERVE APPOINTMENT AFTER RETIREMENT.....	<u>25</u>
36.	SPECIALTY RATES.....	<u>25</u>
37.	LIMITED DUTY.....	<u>26</u>
38.	EVALUATIONS.....	<u>26</u>
39.	PHYSICAL EXAMINATIONS.....	<u>27</u>
40.	TEMPORARY POSITIONS.....	<u>27</u>
41.	DRUG & ALCOHOL POLICY.....	<u>27</u>

ARTICLE 1

DEFINITIONS

Section 1. Bargaining Unit

The Employer hereby recognizes the Tewksbury Superior Officers Association as the exclusive bargaining representative for the following bargaining unit:

All regular Employees of the Town of Tewksbury Police Department in the positions of Sergeant and Lieutenant. Excluded from this unit are the Chief of Police, Acting Chief of Police, Deputy Police Chief, Acting Deputy Police Chief, all Reserve Police Officers, and all other employees of the Town of Tewksbury Police Department.

Section 2. Definitions

The following contract effective as of the date of this signing hereof, by and between, respectively, the Town of Tewksbury, a municipal subdivision of the Commonwealth of Massachusetts, situated within the County of Middlesex, hereafter referred to as "Town," and Superior Officers Association, referred to as the

"Association," 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 are hereby defined to mean as follows:

- A. The word "Chief" shall mean and include the Chief of Police of the Town of Tewksbury and anyone duly appointed to serve in his/her place or successor in office.
- B. The word "Town" shall mean and include any individual any individual, board, committee of administrative body duly authorized to negotiate with the Association or act in the place of the Employer.
- C. The word "Association" shall mean the Tewksbury Superior Officers Association.
- D. The word "Employee" shall mean and include any regular and duly appointed Police Sergeant or Lieutenant of the Tewksbury Police Department.
- E. The word "Employer" for the purpose of this contract shall mean the Town as defined above.
- F. The term "Officer" for the purpose of this contract shall mean and include any Patrolman, Sergeant, or Lieutenant who is a member of the permanent Police Force of the Town of Tewksbury.
- G. The term "Superior Officer" for the purpose of this contract shall mean Lieutenant or Sergeant.

Section 3.

The Association agrees to indemnify and hold harmless the Town from any harm of liability resulting from implementation and enforcement of the Agency Service Fee and Dues Deduction provisions of this Article.

ARTICLE 3

BULLETIN BOARDS

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

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

SPECIAL LEAVE

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 it 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 Superiors officers on a voluntary basis as equitably and evenly as possible according to a rotating list. All Police Officers of any rank shall be eligible to work on extra paid details on their off-duty time, or on any time not specifically scheduled to duty for the Tewksbuiy Police Department.
- B. 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. any detail lasting longer than eight (8) hours on Saturday shall be paid at the rate of double time of the established detail rate in hourly increments, after the 8th hour.
 - 3. All details worked between the hours of 4:00 p.m. and 7:00 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 time and one half the 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 after the 8th hour.
 - 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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 government.
- G. Effective the date of execution of the Agreement by both parties, the base rate for all extra paid details shall be \$70.00 per hour.
- H. Records will be kept of all details worked and be open for inspection by the Employees.
- I. Unless there is an unforeseen emergency such 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, 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.

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.

- K. Reserve officers shall be paid at the rates established above. Traffic monitors shall be paid at a reduced rate of \$5 per hour less than the established rate of a certified police officer. It shall not be the hiring contractor or entity's decision which Officer shall fill the requested detail.

ARTICLE 7

SENIORITY

- A. It is agreed that any Police Officer promoted to a higher ranking position will have his/her seniority determined by the date, time, and order of permanent appointment to the rank in question, with the exception of maternity leave, anytime during a leave of absence will not count for purposes of seniority.
- B. In the case of Police Officers with the same seniority date, as determined in paragraph A above, the Police Officer with the higher Civil Service examination mark will be considered the more senior Employee.
- C. All new Employees shall serve in a probationary status for a six-month period, beginning upon date of hire or promotion. During said probationary period, a new Employee shall be subject to discipline, up to and including discharge, or be reduced to his/her previous rank, without benefit of the grievance procedure set forth in this Agreement.

ARTICLE 8

SHIFT BIDDING

A. Shift Bid

- a.) On the first Sunday of April each year and the first Sunday in October, Superior Officers of the Tewksbury Police Department shall bid for shift assignments according to seniority within rank (excluding specialty positions). This was an agreement after bargaining about desk sergeant position for a bi-annual shift bid.

B. Shift Vacancies

- a.) All permanent shift openings shall be posted at least seven (7) days prior to the filling of the vacancy. Written application may be made to the Chief for consideration.
- b.) When a permanent opening occurs, it will be posted in a conspicuous place as outlined in Section A. In filling such vacancies, the Chief shall consider education and training, experience of those applying, and the needs of the Department, along with seniority.
- c.) It is recognized and agreed that when in the Chiefs judgment the good of the Department requires it, he/she may deny a requested assignment or reassign a Superior Officer, stating the reason in writing to the Officer involved if requested to do so.

C. Specialty Positions

- a.) Superior Officers presently assigned to specialty positions shall not be removed or transferred there from, except upon order of the Chief. Prior to the shift bid on the first Sunday in April the Chief shall inform each Superior Office in writing whether they will be re-assigned to their
- b.) When an opening in a Specialty Position occurs and the Chief intends to fill that opening, the opening shall be posted at least seven (7) days prior to the filling of the vacancy. The posted notice shall list the job title and duties. Written application may be made to the Chief for consideration for consideration within the time frame designated on the posting.
- c.) The filling of Specialty positions shall be at the complete discretion of the Chief of Police. It is recognized and agreed that when in the Chiefs judgment the good of the Department requires it, he/she may deny a requested assignment or reassign a Superior Office who is in a Specialty Position.
- d.) The Chief shall at his/her discretion be entitled to set the work week requirements and schedule for all new specialty positions covered under this agreement (5 & 2 work week or 4 & 2 work schedule).
- e.) The Chief reserves the right to move an employee's shift with just cause. Both parties agree that the reason for said movement shall not be arbitrary or capricious.

ARTICLE 9

COURT TIME

- A. Any employee on duty at night or 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 Superior Court, or who is requested 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:
1. Any Employee scheduled and required to attend court at preliminary hearing or conference prior to the issuance of a complaint pursuant to the 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 forty-hour work week with a minimum of one (1) hour.
 2. Any employee scheduled and required to attend the District Court of Lowell shall be compensated at a rate of time and one-half his/her base pay computed on a forty (40) hour work week for all time spent from and to the station and in court with a minimum of four (4) hours.
 3. Any employee scheduled and required to attend any Court other than a Lowell Courthouse shall be compensated at a rate of time and one half his/her base pay computed on a forty (40) hour work week for all time spent from and to the station and in court with a minimum of six (6) 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.
- B. Any employee who is to appear in a civil court case shall be paid in the same manner as a criminal case if his/her involvement resulted from an official assignment by a Superior Officer or as a result of his/her regular duties. In a situation where the Officer's involvement results from an off-duty occurrence, except when he/she is acting in the capacity of a Police Officer, he/she shall not be eligible for the foregoing compensation; but he/she shall be allowed to retain all the fees he/she collects as a witness from a third party.

ARTICLE 10

TEMPORARY ASSUMPTION OF DUTIES

- A. Any bargaining unit Employee who is directed to assume the duties and responsibilities of a superior rank shall be paid at the rate of pay of the superior rank he/she is replacing. Regularly scheduled days off shall not be considered to break consecutive service for purposes of this Article.
- B. An Employee who is directed to assume full-time responsibilities and duties of a Superior Officer during the absence of the incumbent of an established position shall from the first day be paid at the higher level.

ARTICLE II

OVERTIME

Section 1.

- A. All overtime work shall be given to Regular Permanent Officers first.
- B. All overtime assignments shall be made by a Superior Officer designated by and responsible to the Chief of Police. All overtime shall be distributed as fairly and as equitably as possible among all regular and permanent Employees of the department. Overtime will be assigned within the same level of rank, that is, Sergeants for Sergeants and Lieutenants for Lieutenants, as fairly and equitably as possible among regular and permanent employees. Separate seniority lists for Sergeants and Lieutenants will be maintained, seniority to be determined by time in grade. The overtime list will contain the names of all Lieutenants and Sergeants by seniority, seniority to be determined by time in grade.
- C. A schedule of overtime assignments shall be kept up to date by the Superior Officer assigning the work. This schedule shall reflect the assigning of work on a rotating basis and shall be available for inspection by all Employees of the department.
- D. Time worked in excess of the normal tour of duty on any work day shall be considered overtime and shall be paid at the rate of one and one-half times the applicable rate.
- E. The regular tour 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 shall fulfill that assignment personally and shall not exchange to another overtime assignment as he chooses without the approval of the Chief or the Superior Officer making the assignment of work.
- G. When an employee calls in sick or a vacancy exists, the Superior Officer in charge of the shift shall assign the Employee on the top of the overtime list to fill the vacancy, keeping within rank unless none is available; and further, in the event there is no Superior Officer assigned to work that shift, a Superior Officer shall be assigned to the vacancy, unless none is available. It is understood that the filling of any vacancy or replacement of any absent Officer is within the discretion of the Chief.
- H. The initial overtime list shall be established by seniority, Sergeants and Lieutenants shall be maintained on a separate list.
- J. In the event that overtime shift for a specific rank (Sergeant or Lieutenant) cannot be filled on a voluntary basis within that rank structure it may be offered the other rank (Sergeant or Lieutenant) before a member of the rank to be filled is ordered/forced into work.
- K. When an employee is ordered in to cover an Overtime Shift they will be paid double time.

Section 2.

- A. If Officers are called back on an emergency basis to work after completing their work and such time is not within the two (2) hours of their next starting time, they shall receive a minimum of four (4) hours pay at the time and one-half (1 1/2) rate.

1. 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 shall be entitled to and shall be paid for four (4) hours' work.
2. Any Employee called 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 (1 1/2) rate.
3. Any Employee 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.

Section 3.

- A. It is agreed that the Chief shall have complete discretion to determine what rank and what assignments shall be filled on an overtime basis.

Section 4.

Members of the Collective Bargaining Unit can earn/use up to 15 days/120 hours of comp-time in a fiscal year. You cannot exceed 15 days of comp-time in a fiscal year. You can bank the total amount (15 days), up to the cap. Once the time is used you cannot build up your bank again in the same fiscal year. It is incumbent on the individual to monitor their comp-time. Comp-time will be allowed to be carried over into the next fiscal year with prior approval from the Chief. The carried over Compensatory Time will count towards the employees 15/120 cap in the fiscal year in which is it carried over.

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

Anyone assigned to NEMLEC will be allowed 14 additional days of comp-time due to their monthly training requirements. The K-9 Supervisor does not have a comp-time cap.

ARTICLE 12

UNION BUSINESS LEAVE

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

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 14

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 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 may be granted for an emergency purpose only, as determined by the Town Manager and Chief of Police.

ARTICLE 17

HEALTH AND WELLNESS

A Wellness Committee shall meet with the Chief of Police from time to time as may be agreed to discuss improvements of general health and wellness to the Employees.

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 be treated as if they were 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.

You must provide documentation from the qualified professional that you were seen and attended a full session (approx. 45-60 mins). If your healthcare provider 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 put a wellness day into your time off bank, for future use.

Qualifications of a licensed clinician: Licensed Psychologist (LP), Licensed Mental Health Clinician (LMHC), Licensed Independent Clinical Social Worker (LICSW), Psychiatrist, Psychiatric Nurse Practitioner.

ARTICLE 18

GRIEVANCE PROCEDURES

A "grievance" is defined as a complaint by one or more bargaining unit Employees alleging a violation of a specific provision or provisions of this Agreement.

Any grievance must be filed within five (5) days, excluding Saturdays and Sundays, of the occurrence or omission giving rise to it.

Step 1. The aggrieved Employee shall present the grievance in writing to the Steward who shall take it up with the appropriate Department representative.

Step 2. If the grievance is not resolved in Step 1 within five (5) days of the filing, 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. Both five (5) day periods referred to above may be extended by mutual consent of the two parties involved.

Step 3. If the grievance is not resolved satisfactorily in Step 2, it may thereafter, within five (5) days of the Chiefs decision or its due date, be submitted to the Town Manager who thereupon shall, within five (5) days of the receipt thereof, excluding Saturday, Sunday, and legal holidays, either issue a decision or hold a hearing, and determine, resolve or adjust the said grievance.

Step 4. Appeals of Disciplinary Actions In accordance with G.L. c. 150E Section 8 and Ch 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. 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 c. 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.

Step 5. If the grievance remains unresolved, then the matter may within thirty (30) days of the Town Manager's decision be submitted to the State Board of Conciliation and Arbitration pursuant to its rules and regulations. All costs shall be borne equally by the Association and the Town.

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 an arbitrator shall be final and binding upon the Association and the Employer and/or the aggrieved Employee(s)

Any of the time limits or steps outlined in this Agreement may be waived or extended by mutual written agreement of the parties. Any grievance not presented within the time specified shall be presumed to be waived.

The Association agrees to designate one person from each shift to act as its steward

ARTICLE 19

MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, 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 the 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 to work and to require overtime; to establish new job classifications and job duties and functions and to change, re-assign, 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 Employees for just cause and reason; to require reasonable rules and regulations pertaining to the operations of the Town of Tewksbury and the Police Department and the Employees.

ARTICLE 20

RETENTION OF RIGHTS

This agreement shall not be construed 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 Association 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; Patriot's Day; Memorial Day; July 4; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving Christmas Day; Martin Luther King Day; Juneteenth.

A. Any Employee required to work on such a holiday when on vacation shall receive an additional day's pay at one and one-half rate, in addition to his/her vacation compensation, if called to duty because of an emergency.

B. If such paid holiday shall occur while an Employee is on occupational injury leave, such Employee, nevertheless, shall receive such holiday pay computed at one-fifth (1/5) of his/her regular compensation, up to the thirtieth day of such injured leave; following the thirtieth day, no additional holiday compensation shall accrue.

C. Whenever an Employee ceases to be a member of the Police Department, he/she shall be entitled to all holiday pay accrued to date of termination.

ARTICLE 23

SICK LEAVE

Section 1. 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.

Section 2. Non-occupational

Every bargaining unit Employee shall be allowed by the head of his/her department sick leave with pay for a period of fifteen (15) days during each calendar year. Sick leave shall only be taken when illness or injury to an Employee prevents him from attending to the performance of his/her duties, provided, however, that the Chief may authorize use of sick leave in case of serious illness of a member of the Employee's immediate family, and provided that medical documentation suitable to the Chief is submitted.

The Chief, when he/she has reasonable cause to suspect possible misuse of sick leave, may require an Employee who has taken sick leave to furnish him with a certificate from a medical doctor detailing the nature of the Employee's illness or injury, its duration and a medical opinion as to the need for sick leave utilization. Should the Chief request the aforementioned certificate and not receive same, he/she shall institute disciplinary action against said employee.

An Employee who is utilizing sick leave shall not leave home or place of illness without first telephoning the Chief or his/her designee and informing him of his/her intention to leave and the reasons thereof. Upon receiving permission to do so the Employee may leave. However, he/she shall notify the Chief or his/her designee of his/her return. Failure to notify the Chief shall be deemed just cause for disciplinary action.

The Chief or his/her designee may visit the Employee's home or place of illness to verify the proper use of sick leave. Any Employee whom the Chief suspects is abusing sick leave may be interviewed by the Chief with respect to said suspected abuse. The Chief may conduct an investigation into any Employee's use of sick leave. Abuse of sick leave shall be deemed just cause for disciplinary action.

Section 3. Terminal Leave

Any full-time regular permanent Employee hired prior to June 30, 1988, who retires, or in the event of the death, his/her estate shall be allowed a portion of his/her accumulated Sick Leave and Terminal Leave. In computing the amount of Terminal Leave to be allowed, the following formula shall be used: forty percent (40%) of unused accumulated Sick Leave to be paid at the retirement or to the estate, at the rate of the Employee's then basic rate of pay.

Superior Officers are requested to provide the Town advance notice of their intention to retire so the Town may budget for the redemption of an officer's accumulated sick leave. The Town promptly shall redeem a retiring Superior Officer's sick leave buyback in the fiscal year following the calendar year in which the Town received notice of the intention to retire. In the event of an emergency or other exigent circumstance, the Association may ask the Town Manager to consider paying an officer's terminal leave at the time of retirement without advance notice.

Section 4. Accumulation

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

Sick leave allowed under the provisions of the preceding paragraph shall be accrued monthly and cumulatively by the number of hours worked during a regular week, typically forty hours per week (8 hours per day) and at the rate of one and one-quarter (1 1/4) days per month. Computation of sick leave benefits for employees will be debited or credited on the length of the workday in question.

Section 5. Sick Bank

A Sick Bank shall be established for the benefit of bargaining unit members as well as other Employees of the Police Department. Participation in the Sick Bank by bargaining unit members shall be limited to those bargaining unit members with an accumulation of thirty (30) sick leave days in their individual sick days account. The procedures for donation of days to the Sick Bank and use of the sick days in the Sick Bank shall be established by the Police Chief in consultation with the Union's President, provided said procedures and use are in compliance with the Sick Bank policy in the Town's Personnel Bylaws.

ARTICLE 24

WAGE SCHEDULE

- A. Eliminate Steps 1-4 for Sergeants and Lieutenants and Steps 5, and 6 will be renumbered as steps 1 and 2. Promoted individuals will start at step 1 and move to step 2 after 1 year in new position.
- B. All bargaining unit members shall have their salary increased over the life of this agreement as follows:

Effective 7-1-2024				
Title			Step 1	Step 2
Sergeant			78,350.09	81,449.86
			1,500.96	1,560.34
	40 hours weekly		37.5240	39.0086
Title			Step 1	Step 2
Lieutenant			92,161.67	95,819.57
			1,765.55	1,835.62
	40 hours weekly		44.1387	45.8906
Effective 7-1-2025				
Title			Step 1	Step 2
Sergeant			81,111.93	84,320.97
			1,553.87	1,615.34
	40 hours weekly		38.8467	40.3836
Title			Step 1	Step 2
Lieutenant			95,410.37	99,197.21
			1,827.78	1,900.33
	40 hours weekly		45.6946	47.5082
Effective 7-1-2026				
Title			Step 1	Step 2
Sergeant			83,971.13	87,293.28
			1,608.64	1,672.29
	40 hours weekly		40.2161	41.8071
Title			Step 1	Step 2
Lieutenant			98,773.58	102,693.91
			1,892.21	1,967.32
	40 hours weekly		47.3054	49.1829

Above salaries includes uniform allowance and POST

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

Employees hired after July 1, 2012 will not be eligible for the benefit outlined in C.

- C. 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% is in addition to any wage increase(s) required by the then contract 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 voluntary 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 of any period of time prior to July 1, 2006.

This 3.5% wage increase is not intended as a retirement bonus. It is to provide members with a reasonable wage increase for FY07. The members have agreed that due to the town's financial issues it shall postpone 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 1, 2006.

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 25

DISCIPLINARY NOTICES AND PERSONNEL FILE

Simultaneously with placing any material in the Department's personnel file relating to 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.

ARTICLE 26

WORK WEEK

Employees, except the Prosecutor, the Detail Officer, and Head of the Criminal Bureau, shall work on a four (4) day work week with two days off (known as a 4 & 2); said work schedule shall be as follows:

- A. That the work day shall be eight (8) hours.
- B. That any overtime pay shall be determined on the basis of an eight (8) hour work day and such overtime pay shall accrue only after the Employee has worked in excess of eight (8) hours.
- C. The prosecutor shall work a forty (40) hour five (5) day week.
The prosecutor will be granted leave with pay for any days on which Court is closed because of a legal holiday.
The Prosecutor/Detail Officer shall hold the rank of Sergeant or Lieutenant.
- D. Officers working a "5 & 2" schedule receive an additional 5 administrative days off.

ARTICLE 27

SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 28

MISCELLANEOUS

- A. This agreement shall be governed by Massachusetts General Laws, Chapter 150E.
- B. Effective July 1, 2016, 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
- C.
 - 1. Jury Duty. While assigned to jury duty an employee will be paid the difference between his/her normal base compensation and the amount, excluding travel allowance, received by the court.
 - 2. Military Leave.
 - a. Full-time employees with one or more years of Town service will be eligible for pay during participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the Town shall pay the difference in compensation between the weekly amount paid by the government for military service (excluding any travel allowance) and the employee's base weekly compensation.
 - b. Such payment shall be limited to but a period not to exceed two (2) weeks in a calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.
 - c. The Town shall grant a military leave of absence without pay to an employee who is absent in order to serve in the uniformed services of the United States for a period of up to five years. Pursuant to Federal Law, employees who perform and return to service in the Armed Forces, the Military Reserves, the National Guard, and some Public Health Service positions may have certain entitlements to seniority and other benefits during the leave.
- 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, MASS C.O.P. Local 261 members employed by the Town of Tewksbury shall maintain residency anywhere within twenty (20) air (point to point on a map) miles of the furthest border of the Town to the closest border of the residing town. 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 twenty (20) air mile limit. 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 29

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, 11 ID.
3. Each employee covered under the Collective Bargaining Agreement shall be entitled to and receive vacation benefits pursuant to M.G.L. c. 41, §11 ID. Vacation days will be provided to employees on July 1st of each fiscal year in accordance with the attached chart.
4. An employee earns vacation Hours on a monthly basis commencing with his/her /her date of hire and subsequent completion of additional years of service in accordance with the schedule listed below.
5. Employees may carry over up to seven (7) days' vacation earned in the prior fiscal year into the next fiscal year.

Completed Service	Accrual Rate	Vacation Earned
Monthly rate prior to one year of service.	6.666 hours per month earned are	Vacation days completion of based on the number of months of service completed and available in the following year.
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

ARTICLE 30

NIGHT SHIFT DIFFERENTIAL

- A. Employees assigned to early nights (4pm-12am) and late nights (12am-8am) shall receive 7.5% of a supervisor's maximum weekly wage. Those assigned to the split shift (two 4pm-12am shifts and two 8am-4pm shifts) will receive 3.75% of a supervisor'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 1.5% per shift of a supervisor'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 31

LONGEVITY

1. A longevity increment shall be granted to each full-time employee at the completion of each five (5) years' full-time continuous employment for the Town of Tewksbury. For full-time employees hired on or before July 1, 1989, the increment shall be 3% of the base pay in effect at the completion of five years of full-time employment, 6% of the base pay in effect at the completion of ten years of full-time employment, 9% of the base pay in effect at the completion of 15 years of full-time employment, 12% of the base pay in effect at the completion of 20 years of full-time employment, 15% of the base pay in effect at the completion of twenty-five years of full-time employment. The maximum increment shall be received at the completion of 25 years of employment.
2. The longevity increment shall in no way be considered as part of the salary rate for Civil Service purposes.
3. The longevity increment shall be included for all applicable purposes in determining any and all rights under the Middlesex County Retirement Fund.
4. 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, 2024

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,

8.5% 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.
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.

ARTICLE 32

EDUCATIONAL INCENTIVE PAY

As it was voted upon pursuant to the General Laws of the Commonwealth of Massachusetts at the Town Meeting of 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 and receive the benefits under MGL c. 41 Sec. 108L.

The Town of Tewksbury will not disrupt the payment of the Educational Incentive payment due to lack of funding by the Commonwealth of Massachusetts or elimination of statute by the state legislature. The Town of Tewksbury will contribute whatever portion of funding is eliminated by any action of the Commonwealth of Massachusetts, to insure there is no reduction or loss of pay to any Employee who is a member of the Tewksbury Police Superior Officers Association at the specific time state funding ceases. This shall also apply to Officers promoted who were members of the Department at the time the state changed its commitment or requirements for the program. If a member of this bargaining unit has been accepted to a degree-granting program and has completed 50% of the degree requirement at the time the state changes the requirements or the commitment to the program, then he/she will have two (2) 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 payment 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 or equivalent college credits.

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

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.

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 ensuring that they will receive the educational incentive for their degree.

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

ARTICLE 33

PERSONAL DAYS

Section 1.

Each bargaining unit Employee shall be entitled to three (3) personal days off each fiscal year provided that such personal days off shall be subject to prior approval of the Chief of the Police Department, and they shall not be accumulated from year to year.

Section 2. Attendance Incentive Program

This Attendance Incentive Program is experimental for the duration of this contract and will cease to be effective with the expiration of this contract unless extended in writing.

Employees using four or fewer sick days in any contract year commencing with July 1, 1985, shall be entitled in the following year to cash buyout of the Officer's straight time rate of pay or additional leave time to be deducted in either case from accrued sick leave, according to the following schedule:

Sick days to be used during the calendar year	To be deducted from accrued sick leave and paid for or taken
0	4
1	3
2	2
3	1
4 or more	0

An employee may request days off to be taken or paid for. In the event leave time is requested and disapproved by the Chief, time shall be paid for. The scheduling of all leave time is in the discretion of the Chief, and it may not be accumulated from year to year.

ARTICLE 34

DURATION

Unless specifically spelled out differently in this Agreement, the Agreement shall be in full force and effect from July 1, 2021 to and including June 30, 2024 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 two (2) months prior to July 1, 2018. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

ARTICLE 35

RESERVE APPOINTMENT AFTER RETIREMENT

Section 1.

Any Employee who after regular retirement submits a request in writing to the appointing authority and who is certified by the Town physician as able to work details may be appointed a Reserve Officer of the Tewksbury Police Department, at the discretion of the Town Manager.

Section 2.

The Chief retains the discretion to specify the uniform to be worn, as he/she does for all Regular, Reserve and Auxiliary Officers of the Department.

ARTICLE 36

SPECIALTY RATES

Section 1.

The Chief may, in his/her sole discretion, designate bargaining unit employees to serve as specialists in any of the following areas: detective, dog handler (K9), training officer, detail officer, accreditation officer, court officer and narcotics officer.

Section 2.

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

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.

An officer may only receive one stipend, even if serving in more than one specialty capacity.

Section 6.

Effective July 1st, 2007 the Chief may designate a Lieutenant in the bargaining unit into a specialty position called Captain. The pay scale for this specialty position shall be defined (Group A-5) of the town's pay scale. The Captain shall serve at the discretion of the Chief and shall be initiated or terminated by the Chief at any time. Any Superior Officer who is appointed to the position of Captain and then removed from the position shall be returned to his/her original rank within the bargaining unit. For purposes of the assignment to the specialty position of Captain the person shall be considered a salaried employee and the work week and work schedule for the position shall be determined by the Chief of Police. The Captain shall not be eligible for overtime benefits or compensation for any work performed in his/her capacity as Captain. However, for the purposes of this agreement the Captain shall be eligible to work overtime as the Officer in Charge and shall be included on the Lieutenants overtime list if no member of the bargaining unit accepts the overtime and prior to an "order in." The Captain shall retain all rights and privileges included in this agreement.

Section 7. Specialty Pay \$1,000 for Detectives and \$100 for Lead Instructors and Supervisor of Training, 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 37

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 or details.

Section 3.

The provisions of this article shall not be construed to impair the rights of Employees or the Town under c. 41, SI1 IF, or c. 32B of the General Laws.

Section 4.

The Chief shall be able to order Officers who are out on occupational or non-occupational injuries back to work on a limited duty status when alternative work is available and both the town's doctor and the employee's doctor agree that the employee can perform alternative duties without risk or further injury.

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 Association and the Town 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

PHYSICAL EXAMINATIONS

- A. All new Employees hired after July 1, 1988 shall be prohibited from smoking.
- B. All new Employees hired after July 1, 1988 shall submit to a full pre-employment physical and psychological examination.

ARTICLE 40

TEMPORARY POSITIONS

- A. Any regular employee who is ordered by the Chief to assume or assumes the duties and responsibilities of a temporary position within the department shall not exceed 180 days.

ARTICLE 41

DRUG & ALCOHOL POLICY

Introduction/Purpose

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 Manager.

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.

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, tool boxes, 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).

WITNESS WHEREOF, on this 2nd day of September 2025 the authorities of the Town of Tewksbury and the Tewksbury Police Superior Officers Association, affixed their signatures to this Agreement, subject to any necessary appropriation or action of Town Meeting.

TOWN OF TEWKSBURY





TEWKSBURY POLICE SUPERIOR OFFICERS ASSOCIATION







