

## Organizational Structure and Responsibility

### 200.1 PURPOSE AND SCOPE

This policy establishes the organizational structure of the Department and defines general responsibilities of department members. The specific duties and responsibilities of positions within the department can be found in Chapter 11 "Job Descriptions" of the procedure manual.

### 200.2 POLICY

The Tewksbury Police Department will implement and maintain an organizational structure that provides clear and identifiable roles for command, control, and guidance of the Department. Each position and assignment should have clearly identified responsibilities and a defined chain of command.

### 200.3 RANKS

The various ranks within the Tewksbury Police Department reflect the paramilitary nature of the organization. The overall head of the Department is the Chief of Police. In descending order, the ranks are as follows:

- Chief of Police
- Deputy Chief of Police
- Lieutenant
- Sergeant
- Patrol Officer/Detective
- Student Officer

#### 200.3.1 CHIEF OF POLICE

The executive head of the department is the Chief of Police. The Chief's duties and responsibilities are described in detail within the Job Description. Additionally, the Chief's personal span of control shall include the responsibility for:

- (a) Ensuring compliance with all laws department personnel have the authority to enforce.
- (b) Organizing, directing and controlling all resources of the Tewksbury Police Department.
- (c) Developing, administering and have full accountability and responsibility for the fiscal management of the Tewksbury Police Department.
- (d) Developing an effective organizational structure.
- (e) Establishing department goals and objectives.
- (f) Developing and maintaining a multi-year plan.
- (g) Deploying department personnel in an efficient manner.

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- (h) Ensuring department-approved training, commensurate with job activities, is provided for department personnel.

The Chief of Police may delegate any task, which may assist him in the performance of his duties and responsibilities.

#### **200.3.2 DEPUTY CHIEF OF POLICE**

The Deputy Chief of Police, working in conjunction of the Chief of Police, is directly responsible for the supervision, coordination, and control of all police patrol and criminal investigation operations and activities and the overall administration of the department. The responsibilities include, but are not limited to:

1. Internal Affairs Investigations
2. Keeper of the Records
3. Rules and Regulations
4. Policies and Procedures
5. Public Information
6. Budgeting
7. Administration of Police personnel records and payroll processing.

The Deputy Chief of Police may delegate any task, which may assist him in the performance of his duties and responsibilities.

#### **200.4 DIVISIONS**

The Chief of Police is responsible for administering and managing the Tewksbury Police Department. There are three divisions in the Department:

- Administration Division
- Patrol Division
- Criminal Investigation

##### **200.4.1 ADMINISTRATION DIVISION**

The Administration Division is commanded by three assigned Lieutenants; the Court Prosecutor, the Administrative Lieutenant and the Professional Standards Manager who are directly subordinate to the Deputy Chief of Police.

The Court Prosecutors primary responsibility is to act as the liaison between the police department and the courts. The court prosecutor works in cooperation with the local District Attorney and is responsible for the management and prosecution of criminal cases.

The Administrative Lieutenant's primary responsibility is to provide general management, direction, and control for the Administration Division. The Administration Division consists of technical and administrative services. The Administrative Lieutenant supervises all Reserve

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Officers and civilian personnel with the exception of the Executive Assistant to the Chief of Police who is directly subordinate to the Chief of Police.

The Professional Standards Manager oversees the State Accreditation Process, Policy and Procedure Development, and the Training Program which is created and implemented by the Training Sergeant. The Professional Standards Manager supervises the Training Sergeant. The Professional Standards Manager oversees the Field Training Program.

#### 200.4.2 PATROL DIVISION

Each Patrol shift is commanded by an assigned Lieutenant, whose primary responsibility is to provide general management, direction, and control for the Patrol shift. Each patrol Lieutenant is directly subordinate to the Deputy Chief of Police. Each patrol shift has assigned patrol sergeants who are directly subordinate to the Patrol Lieutenant. Patrol sergeants assist the patrol Lieutenant in the general management, direction, and control of the shift. The Patrol Division consists of uniformed patrol officers and special operations, which includes the Traffic Unit, Canine Unit, and the Drone Unit.

#### 200.4.3 CRIMINAL INVESTIGATION DIVISION

The Criminal Investigation Division is commanded by an assigned Lieutenant who is directly subordinate to the Chief of Police. The Criminal Investigations Division Commanders primary responsibility is to provide general management, direction, and control for the Criminal Investigation Division. The Criminal Investigations Division Sergeant is directly subordinate to the CID Commander and will assist the commander in the general management, direction, and control of the Criminal Investigations Division. The Drug Unit Sergeant is directly subordinate the the CID Commander and will assist the commander in the general management, direction, and control of the Drug Unit. The Criminal Investigation Division consists of the Criminal Investigations Division, Drug Unit and the Property and Evidence Detective. In addition, School Resource Officers, Community Service Officers and Family Services are part of the Criminal Investigation Division.

#### 200.4.4 ORGANIZATIONAL CHART

The Chief of Police or the authorized designee is responsible for developing an organizational chart which shall be accessible to all members, and should be updated as needed. The Executive Assistant to the Chief of Police shall maintain the organizational chart and ensure that it remains current. The organizational chart shall be accessible to the public upon request.

[Tewksbury Police Department Organizational Chart](#)

### **200.5 COMMAND PROTOCOL**

The Chief of Police exercises command over all members of the Tewksbury Police Department.

#### **A. Day-to-Day Operations:**

1. In normal day-to-day operations, all members of the department should adhere to the chain of command and unity of command depicted on the department's organizational charts. This should be followed for day to day work situations.

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However, it is understood that there are occasions when a strict chain of custody is not optimal, and employees may step outside of the chain of custody, in order to resolve issues in an efficient manner.

### **B. Absence of the Chief of Police:**

1. During planned absences, the Chief of Police will designate the Deputy Chief of Police to serve as the acting Chief of Police. Except when designated as above, the order of command authority in the absence or unavailability of the Chief of Police is as follows:
  - (a) Deputy Chief of Police
  - (b) Criminal Investigation Division Commander
  - (c) Administration Division Commander
  - (d) On-duty Officer-in-Charge

### **C. Exceptional Circumstances:**

1. Command protocol for control of unusual situations shall be as follows:
  - (a) When two or more superior officers of equal rank, assigned to the same division or subdivision, are involved in the same operation or action, the officer who is in charge of the unit with primary responsibility over the situation will be in command.
  - (b) In situations where there are only patrol officers at the scene of an operation or action, and a superior officer is unable to be on scene, the Patrol Shift Supervisor shall designate by radio communication, which patrol officer shall assume command of the scene. Should a superior officer arrive at the scene at any time during this activity, the patrol officer shall relinquish command and shall fully acquaint that superior officer with any and all events up to that point.

### **D. Situations with Personnel from Different Functions:**

1. Command protocol of situations involving personnel of different functions engaged in a single operation shall be as follows:
  - (a) When two or more superior officers of equal rank, but normally assigned to different divisions or subdivisions, are involved in the same operation or action, the officer attached to the unit that initiated that activity will be in command.
  - (b) In situations where a detective or detectives are at the scene of an operation or action along with patrol officers and without the presence of a superior officer, the detective with the most seniority in the Detective Bureau will assume command of the scene. Should a superior officer arrive at the scene at any time during this activity, the detective shall relinquish command and shall fully acquaint that superior officer with any and all events up to that point.

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### 200.5.1 UNITY OF COMMAND

The principles of unity of command ensure efficient supervision and control within the Department. Generally, each member shall be accountable to one supervisor at any time for a given assignment or responsibility. Except where specifically delegated authority may exist by policy or special assignment (e.g., Canine, Drone), any supervisor may temporarily direct any subordinate if an operational necessity exists.

Each organizational component shall be under the direct command of only one supervisor.

### 200.5.2 GOALS AND OBJECTIVES

The Chief of Police or the authorized designee is responsible for establishing goals and objectives for the Tewksbury Police Department using a strategic planning process, and shall ensure the goals and objectives are reviewed and updated annually.

Division Commanders are responsible for developing, reviewing, and updating the elements of the plan that affect their division. The strategic plan should specify a time period and should include but is not limited to:

- Long-range goals and objectives.
- Anticipated workload and staffing needs.
- Capital improvement, equipment, and supply needs.
- Provisions for implementation, measuring achievement, and revision as needed.
- Documentation of the review process.

### 200.5.3 MULTIYEAR PLAN

The Chief of Police is responsible for multiyear planning, based on input from command staff and resources. The multiyear plan shall be updated annually. Projections will be for five years and will include:

- (a) Goals and operational objectives.
- (b) Anticipated workload and population trends.
- (c) Anticipated personnel levels.
- (d) Capital improvements/equipment needs.

## **200.6 AUTHORITY AND RESPONSIBILITIES**

Each member will be assigned duties and responsibilities. Each supervisor and officer depicted in the organizational chart shall have the commensurate authority required to successfully carry out the responsibilities of the functions or tasks assigned to his/her control. Each member will also be held accountable for the appropriate application of that delegated authority.

- Authority is delegated by the Chief of Police to the Deputy Chief and the Lieutenants.
- The Deputy Chief and the Lieutenants delegate authority given to them to the supervisors of smaller subordinate units.

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- This process continues until it reaches the level of execution.

Each officer or supervisor is accountable to his immediate supervisor for the use, misuse, or failure to use his delegated authority.

Supervisors are accountable for the performance and activities of the employees under their immediate control. Supervisors are vested with the authority and responsibility to ensure that all personnel under their command follow orders and perform their duties in accordance with the Rules and Regulations and Policies and Procedures of the Tewksbury Police Department. When it is determined that disciplinary action is necessary, supervisors will take necessary action to correct deficiencies and ensure proper adherence to department procedures. A report of the incident will be forwarded to the Chief of Police.

#### **200.7 EMPLOYMENT AGREEMENT MANAGEMENT**

The Chief of Police or the authorized designee shall obtain copies of ratified employee agreements applicable to department members and ensure that appropriate information is disseminated to all Division Commanders.

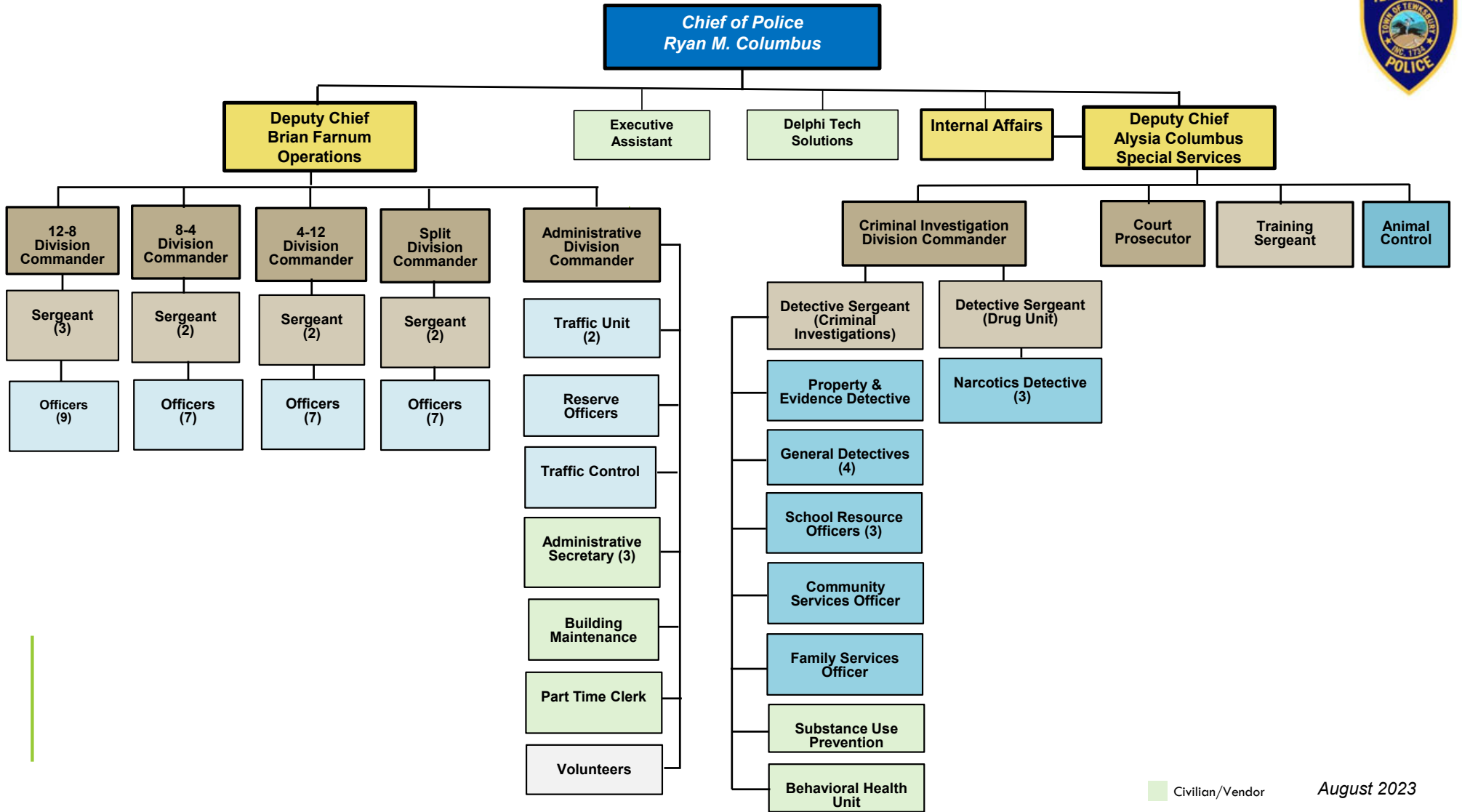
Tewksbury Police Department Collective Bargaining Agreements:

- (a) [The Town of Tewksbury and the Tewksbury Police Department Police Supervisors Union](#)
- (b) [The Town of Tewksbury and Tewksbury Massachusetts Police Patrolman's Association](#)

## Attachments

**organizational chart updated August 2023.pdf**

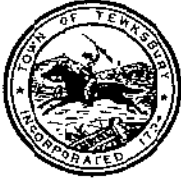




Civilian/Vendor

August 2023

**supervisor contract.pdf**



**AGREEMENT**

**BETWEEN THE TOWN OF TEWKSBURY**

**AND THE**

**TEWKSBURY POLICE DEPARTMENT**

**POLICE SUPERVISORS UNION**

**MASS C.O.P. LOCAL 261**

**JULY 1, 2018 - JUNE 30, 2021**

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# 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 place or his 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.

**ARTICLE 2**  
**PAYROLL DEDUCTION OF ASSOCIATION FEES AND**  
**DUES AND SERVICE FEES**

**Section 1. Authorization**

During the life of this Agreement, and in accordance with the terms of the Form of Authorization for Payroll Deductions of Association Dues or Agency Service Fee hereinafter set forth, levied by the Association, from the pay of each Employee who executes such form and remit the aggregate amount to the Treasurer of the Association along with a list of Employees who have had such dues deducted. Such remittance shall be made monthly. This refers entirely to Employees who have given authority to said Treasurer to make such deductions. These payroll deductions are under the authority granted by Massachusetts General Laws, Chapter 180, Section 17A and 17G as amended.

All deductions will be sent to the Treasurer, Tewksbury Police Superior Officers Association, 918 Main Street, Tewksbury, Massachusetts 01876.

**Section 2. Agency Service Fee as Condition of Employment**

In accordance with Massachusetts General Laws, Chapter 150E, Section 12 as amended, it is agreed by the Employer and the Association that all Employees within the bargaining unit who do not pay Association Membership dues are required, as a condition of employment, on or after the thirtieth day of employment in a bargaining unit position, to pay an Agency Service Fee to the Association. Said Agency Service Fee is equal to the amount of Association Dues. Employees within the Association shall not be required to pay both Association Dues and an Agency Service Fee. Payroll deduction of the Agency Service Fee shall be made in accordance with the vote of a majority of Employees within the bargaining unit, present and voting, at a meeting held after notice, as provided in Chapter 150, Section 12. The Association further agrees to annually furnish the Board of Selectman with copies of all reports filed with the Labor Relations Commission under Section 14 of said Chapter 150E.

**Section 2A. Authorization for Payroll Deduction**

By \_\_\_\_\_  
Last Name First Name Middle Name

To \_\_\_\_\_  
Employer Department

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of the Superior Officers Association, and represents payment of my Membership Dues or Agency Fee. (Strike out whichever is not applicable).

These deductions may be terminated by me by giving you a thirty (30) day written notice, in advance, or upon my termination of employment.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**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. Such leave shall be for a period of four (4) work days. For the purpose of this Article, the term "immediate family" shall mean and include the following: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, grandfather, grandmother, step-parents, and step-children, and other relatives living in the employee's household.. Additionally, employees shall be granted a leave of three (3) working days for the death of an uncle, aunt, niece, nephew, brother in-law, sister in-law.

In exceptional circumstances, the Chief of Police shall have the discretion of granting an additional day.

## **ARTICLE 5 SPECIAL LEAVE**

Subject to the approval of the Chief, each Employee shall be granted special leave without loss of pay for a day on which he is able to secure another Employee to work in his place, provided:

- A. Such substitution is within Superior Officers only;
- B. Such substitution does not impose any additional cost on the Town;
- C. Neither the Association nor the Town shall be held responsible for the enforcing any agreement made between employees; and
- D. The Town will not be liable to pay for overtime wages for substitute Employees regardless of any arrangement to substitute between the Employees.

## ARTICLE 6 EXTRA PAID DETAILS

“Extra paid details” refers to private duty details where the services of a Police Officer are requested, required by law, or considered necessary by the Chief or his designate. Other than details which are required to be paid at time and one-half under the provisions of the Fair Labor Standards Act, the following provisions shall govern the assignment of extra paid details to Superior Officers.

- A. Such assignments shall be made by the Chief or his assignee and shall be distributed among the Superior Officers on a voluntary basis as equitable and even 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 Tewksbury Police Department.
- B. The detail rate for strikes, labor disputes or work stoppage shall be paid at double time 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 rate.
  - 3. All details worked between the hours of 7:00 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 regular rate.
  - 5. Any detail lasting longer than eight (8) hours shall be paid at the rate of time plus one half the established base rate in hourly increments.
  - 6. Details starting at 6:00 p.m. on Christmas Eve until 11:59 p.m. on Christmas Day and 6:00 p.m. of New Year’s Eve until 11:59 p.m. on New Year’s Day will be paid at double time the established base rate. Such wages or salary shall be paid for a minimum of four (4) hours; thus if said Employee works less than four hours, he shall be entitled to and shall be paid for four (4) hours’ work.
- C. 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 one (1) hour in advance of said assignment.
- D. No such assignment shall be made to Reserve Officers unless Regular Officer is not available.
- E. 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 for all Officers. It shall further be the responsibility of the Town to make all proper deductions, withholding and reports to the state and federal government.
- F. Effective the date of execution of the Agreement by both parties, the base rate for all extra paid details shall be \$54.00per hour.

- G. Records will be kept of all details worked and refused and be open for inspection by the Employees.
- H. On extra paid details for the following holidays: starting at 6 p.m. Christmas Eve until midnight Christmas Day and 6 p.m. New Year's Eve Until midnight New Year's Day, the rate of pay will be double the regular detail rate.
- I. Details regularly scheduled at motels, hotels, restaurants, bars, function halls, corporations, School Department events, retail stores, and churches will be billed out and compensated at the base detail rate under the provisions of Section D. and shall be excluded from the provisions of Section C. 1. through C.4. Section E. is documented to follow the established past practice and in no way shall include emergency or irregularly scheduled extra paid details at any of the above listed venues.
- J. Unless there is an unforeseen emergency such computer failure, natural disaster, or similar event, bargaining unit members shall be paid for extra paid details no later than the second pay period occurring after the detail is worked.

## **ARTICLE 7**

### **SENIORITY**

- A. It is agreed that any Police Officer promoted to a higher ranking position will have his 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 previous rank, without benefit of the grievance procedure set forth in this Agreement.

## ARTICLE 8 SHIFT BIDDING

- A. Annual Shift Bid
- a.) On the first Sunday of April each year, Superior Officers of the Tewksbury Police Department shall bid for shift assignments according to seniority within rank (excluding specialty positions, Head of the Criminal Bureau, Court Prosecutor, and Detail Officer).
- 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 Chief's judgment the good of the Department requires it, he 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 annual 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 Chief's judgment the good of the Department requires it, he 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 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 other court shall be Compensated for all the time spent in court at a rate of one and one-half his hourly rate computed on a forty hour work week with a minimum of 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 involvement resulted from an official assignment by a Superior Officer or as a result of his regular duties. In a situation where the Officer's involvement results from an off-duty occurrence, except when he is acting in the capacity of a Police Officer, he shall not be eligible for the foregoing compensation; but he shall be allowed to retain all the fees he 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 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 11

## OVERTIME WORK

### 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. All refusals on overtime shall be considered as overtime worked and shall be marked as a refusal and charged to the Employee who refused, and such Employee's name shall go to the bottom of the list.
- H. 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.
- I. 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.

## **Section 2.**

- A. The Town agrees that 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 ½) 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 ½) 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.

## **ARTICLE 12**

### **SHOULDER PATCHES**

Coats, shirts, and other garments to be worn as outer clothing by Auxiliary Police Officers shall bear a shoulder patch with the words "Auxiliary Police" in letters not less than one inch in height.

**ARTICLE 13**  
**UNION BUSINESS LEAVE**

- A. The four members of the Association Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Association for the purpose of negotiating the terms of a contract, provided such leave is authorized by the Chief.
  
- B. Such members of the Union---not more than three at one time---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 eight (8) days in any year and shall be subject to the approval of the Chief for scheduling purposes, and said approval shall not be unreasonably withheld.

**ARTICLE 14**  
**JUST CAUSE**

No Superior Officer shall be suspended, demoted or discharged, or disciplined except for just cause.

**ARTICLE 15**  
**ITEMIZED PAYROLL FOR EXTRA AND OVERTIME**  
**DUTY**

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

**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 SAFETY**

A safety committee of the Association shall meet with the Chief of Police from time to time as may be agreed to discuss improvements of general health and safety to the Employees.

## 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 ten (10) 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 shall answer the grievance in writing within five (5) days after his 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 Chief's decision or its due date, be submitted to the Town Manager who thereupon shall, within ten (10) 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 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; Christmas Day; Martin Luther King Day.

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 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 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 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 employment in the Town Service, shall be entitled to receive his full pay for the period of his 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 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 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 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 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 designee and informing him of his intention to leave and the reasons thereof. Upon receiving permission to do so the Employee may leave. However, he shall notify the Chief or his designee of his return. Failure to notify the Chief shall be deemed just cause for disciplinary action.

The Chief or his 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 estate shall be allowed a portion of his 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 ¼ 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 ¼) 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. All bargaining unit member shall have their salary increased over the life of this agreement as follows:

Effective July 1, 2018 - 2.5%						
<b>Sergeant</b>	45,655.27	50,361.94	55,578.55	61,342.67	67,713.88	70,392.84
<b>Lieutenant</b>	53,618.18	59,173.68	66,147.58	72,133.54	79,650.51	82,811.83
Effective July 1, 2019 - 2.25%						
<b>Sergeant</b>	46,682.52	51,495.08	56,829.07	62,722.88	69,237.44	71,976.68
<b>Lieutenant</b>	54,824.59	60,505.09	67,635.90	73,756.55	81,442.64	84,675.10
Effective July 1, 2020 - 2.25%						
<b>Sergeant</b>	47,732.87	52,653.72	58,107.73	64,134.15	70,795.28	73,596.15
<b>Lieutenant</b>	56,058.14	61,866.45	69,157.70	75,416.07	83,275.10	86,580.29

Above salaries includes uniform allowance

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 B.

B. 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.

**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 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.

**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. **(A Uniform Allowance of \$1,340.00 will be paid in a separate check in the first year of the new contract, July 1, 2015, in the same fashion that it was paid in July of 2014)**
- C. 1. Jury Duty. While assigned to jury duty an employee will be paid the difference between his 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.
- B. 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 fifteen (15) miles of the furthest border of the 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 fifteen (15) 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, 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. Vacation days will be provided to employees on July 1<sup>st</sup> of each fiscal year in accordance with the attached chart.
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.
5. Employees may carry over up to seven (7) days' vacation earned in the prior fiscal year into the next fiscal year.

<b>Completed Service Earned</b>	<b>Accrual Rate</b>	<b>Vacation</b>
Monthly rate prior to completion of one year of service.	6.666 hours per month	Vacation days earned are 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**

Effective as of July 1, 1986, Employees assigned to early nights and late nights shall receive one (1%) shift differential per tour (early nights and late nights).

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. The parties' side letter of agreement on night shift differential effective between 2000 and 2003 shall be extended until June 30, 2006.

## 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, 2018**

3.00% of the base pay in effect at the completion of 5 years of full-time employment,  
4.00% of the base pay in effect at the completion of 10 years of full-time employment,  
6.25% of the base pay in effect at the completion of 15 years of full-time employment,  
7.75% of the base pay in effect at the completion of 20 years full-time employment,  
9.75% of the base pay in effect at the completion of 25 years of full-time employment.

### **Effective July 1, 2019**

3.0% of the base pay in effect at the completion of 5 years of full-time employment,  
4.75% of the base pay in effect at the completion of 10 years of full-time employment,  
7.0% of the base pay in effect at the completion of 15 years of full-time employment,  
8.50% of the base pay in effect at the completion of 20 years full-time employment,  
10.50% of the base pay in effect at the completion of 25 years of full-time employment.

### **Effective July 1, 2020**

3.0% 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,  
7.75% of the base pay in effect at the completion of 15 years of full-time employment,  
9.25% of the base pay in effect at the completion of 20 years full-time employment,  
11.25% 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 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  
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.

# ARTICLE 33 PERSONAL DAYS

## Section 1.

Each bargaining unit Employee shall be entitled to two (2) 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, 2015 to and including June 30, 2018, 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 does for all Regular, Reserve and Auxiliary Officers of the Department.

## **ARTICLE 36**

### **SPECIALTY RATES**

#### **Section 1.**

The Chief may, in his 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.

## **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, S111F, 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 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.

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 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 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).

