

**AGREEMENT
BETWEEN
BARNSTABLE COUNTY AND COUNTY SHERIFF**

and

BARNSTABLE COUNTY CORRECTIONAL OFFICERS UNION

July 1, 2014 - June 30, 2017

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PREAMBLE

This Agreement made and entered into as of this 1ST day of July 2014 by and between the Barnstable County Sheriff's Office (hereinafter referred to as the BCSO) and the Correctional Officers Union (hereinafter referred to as the Union), has as its purpose the establishment of harmonious relations, establishment of rates of pay, hours of work, and other terms and conditions of employment within the authority of law, and providing for peaceful procedures for the resolution of differences and securing the efficient operation of the Barnstable County Correctional Facility.

ARTICLE I

RECOGNITION

The Correctional Officers Union is recognized as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for the following unit:

All full-time and regular part-time correction officers at the Barnstable County Correctional Facility, excluding the Superintendent, Deputy Superintendent, Assistant Deputy Superintendent and Captains as defined in Chapter 150E and all other employees.

ARTICLE II

JURISDICTION

Section 1: The Sheriff shall not enter into any agreement with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Any amendment of the provisions of the Agreement shall be null and void unless executed in writing by the parties hereto pursuant to Article XXX (Stability of Agreement).

Section 2: The Sheriff and Union shall designate a resident of Massachusetts as its agent for purposes of receiving any legal process on notice concerning the provisions of this Agreement. Each party shall provide the other with the name and mailing address of its designee during the term of this Agreement shall immediately be made known to the other party. Any specific notice provisions contained elsewhere in this Agreement (e.g. grievance and arbitration provisions), shall take precedence over the requirements of this section.

ARTICLE III

PAYROLL DEDUCTION OF UNION DUES

Section 1: Pursuant to General Laws, Chapter 180, Section 17A, the BCSO agrees to deduct from employee's wages, dues and initiation fees for the Union, as well as the delinquent dues prior to the end of the month in which deductions are made, as the employee has individually and voluntarily authorized the BCSO to deduct and transmit the amount so authorized to the Secretary-Treasurer of the Union.

Section 2: Each employee who desires to authorize such deductions shall file with the BCSO and the Treasurer of the Commonwealth, through its offices, a signed and dated Union payroll deduction authorization form authorizing the Treasurer of the Commonwealth to deduct from an employee's monthly earnings and to remit to the Secretary-Treasurer of the Union, an amount of money equal to the dues required for membership in the Union a waiver of all rights and claims against the BCSO and the Commonwealth, and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and agreement that such deductions and remittances shall continue from year to year as so authorized, unless such

employee notifies the Treasurer of the Commonwealth, through its offices, in writing, of his/her desire to discontinue or change such authorization. Said notice to be given at least sixty (60) days in advance of the effective date of said discontinuance or change. Dues deductions will be made monthly.

ARTICLE IV

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1: Pursuant to General Laws, Chapter 150E, Section 12 as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted monthly.

Section 2: The Union agrees to indemnify the BCSO for damages or costs in complying with this article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12 or so long as an employee demand for rebate of part of the service payment remains in dispute.

Section 3: Notwithstanding any of the provisions of this Article, bargaining unit employees who were not members of the Union as of the date of ratification of this Agreement shall not be covered by this Article. Said employees shall not be required to pay an agency service fee to the Union as a condition of maintaining their employment. The Union shall present the BCSO with a signed statement by each employee indicating their Union Membership status as of the date of

this Agreement was ratified and said signed statements shall be used in determining those employees excluded from coverage of this Article.

ARTICLE V

UNION MEMBERSHIP

The Sheriff and the Union recognize the right of employees to join or refrain from joining the Union, and neither the Sheriff nor the Union shall discriminate against any employee based upon membership or non-membership in the Union or in any other way interfere with rights of an employee to join or refrain from joining the Union.

ARTICLE VI

REPRESENTATION

Section 1: The Union shall furnish the Employer with a list of the appropriate representatives of the Union, as well as the members of all committees and stewards. The Union shall notify the Employer of any changes in such offices and positions.

Section 2: The Employer will not be required to recognize the Union officials until such notice is given.

Section 3: One (1) employee per shift may be designated by the Union as a steward and may be allowed reasonable time off with pay to investigate and present grievances arising on that shift to the Sheriff in accordance with the provisions of the Agreement so long as there is no unreasonable interference with Sheriff's Office operations. A local Union officer may be present on grievances submitted to the Sheriff or the American Arbitration Association.

Section 4: Union representatives from outside the bargaining unit who wish to speak with

employees concerning a grievance must schedule such a meeting in advance with the Sheriff or his designee. Approval will be granted provided there is no interference with or interruption of work and that any discussions are outside the presence of inmates.

Section 5: An employee may request the opportunity of having a local Union representative present at any conference called by the Sheriff or his designee which might result in disciplinary action. The non-availability of a local Union representative shall not serve to postpone any conference. Further, the provisions of this Section shall not require a conference as a condition precedent to taking any form of disciplinary action.

Section 6: Parties agree that as part of the orientation a representative of the Correctional Officers Union will be granted one (1) hour to discuss the Union with new employees. The employer reserves the right to have a representative present at said Union presentation.

ARTICLE VII

EMPLOYER RIGHTS

Section 1: The Employer reserves and retains solely and exclusively all of its common law, statutory and inherent rights as such rights existed prior to the execution of this Agreement as long as not inconsistent with the specific provisions of this Agreement. The Employer shall have, without interference, control and supervision of the Barnstable County Correctional Facility and any other facility under the control of the Sheriff's Office.

Section 2: Except to the extent specifically abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of the Commonwealth management including, but not necessarily limited to, the right to direct and supervise employees of the Sheriff's Office including the assignment of overtime; to hire, promote, transfer, assign employees to positions within the Sheriff's Office; to discharge or take over disciplinary action against employees, and to relieve employees from

duties because of lack of work or other legitimate reason; to determine the mission of the Sheriff's Office, its budget, its organization, the number and classifications of employees to be utilized by the Sheriff's Office, the technology of the Sheriff's Office and its internal security practices; to determine the types of operations, methods and processes to be employed, to discontinue processes or operations, or to discontinue their performance by employees covered by this Agreement; to establish and change work schedules and assignments and otherwise to take measures as the employer may determine to be necessary for orderly and efficient operations.

Section 3: The Sheriff may adopt reasonable rules and regulations for the operation of the Department and the conduct of its employees, and may amend said rules and regulations from time to time consistent with General Laws, Chapter 150E, provided said rules and regulations are not inconsistent with the provisions of this Agreement.

Section 4: Use of Tobacco. Any new employee hired after July 1, 1997 shall not use tobacco products of any kind during working or non-working hours. Use of any type of tobacco product by such employee may result in disciplinary action including suspension or discharge from employment.

ARTICLE VIII

NO STRIKE CLAUSE

Section 1: No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services (including mandatory overtime service). The Union agrees that neither it nor any of its officers or agents will cause, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services.

Section 2: Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services (including performance of mandatory overtime), the Union shall forthwith disavow any strike, work stoppage, slowdown, or withholding of services. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services, and to return to work forthwith.

Section 3: In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union or on its officers or agents for any damages resulting from unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 4: Employees who violate any provision of this Article shall be subject to discipline and discharge.

ARTICLE IX

GRIEVANCE - ARBITRATION

Section 1: A grievance is defined as any dispute concerning the meaning or application or interpretation of the express provisions of this Agreement. Grievances shall be processed in accordance with the following procedure:

Step 1: The employee and/or the Union official shall notify and or discuss the matter with the ADS of Human Resources no later than ten (10) calendar days of the event giving rise to the grievance.

Step 2: If the grievance is not settled between the employee and/or the Union steward and his supervisor at Step 1, the employee and/or the Union steward and/or a Union officer shall present the grievance in writing (setting forth a concise statement of the facts on which

the grievance is based and the article and section of the Agreement allegedly violated, signed by the employee or Union representative), to the Sheriff within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance or the date the employee knew or should have known of the event. The Sheriff or his designee shall answer the grievance in writing within ten (10) calendar days of its presentation.

Step 3: If the grievance is still unsettled, the Union and only the Union, shall submit the grievance to arbitration within thirty (30) calendar days of the date on which the Sheriff's answer is due.

Grievances involving discipline, discharge, promotion and other areas within the administrative control of the Sheriff may be submitted to arbitration bypassing Step 2. In such case, the grievance shall be submitted to arbitration by the Union within thirty (30) days of the date on which the Sheriff's answer is due.

Section 2: Submission to arbitration shall be accomplished by a letter to the American Arbitration Association, and a copy to the Sheriff within the thirty (30) calendar days specified in Step 3.

Section 3: If a grievance is not timely raised initially or presented within any of the time limits specified in Section 1, it shall be deemed abandoned and not entitled to consideration thereafter. Time limits may be extended by the mutual agreement of the parties, and the parties may mutually agree to bypass any of the Steps contained herein. The Union shall have the right to have any union official or union attorney at any level of the grievance procedure and employees shall be allowed reasonable time off for the processing of grievances.

Section 4: Arbitration shall be conducted pursuant to the rules of the American Arbitration Association. No decision may include or deal with any issue or matter which is not expressly made subject to arbitration under the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties except that the arbitrator shall

have no power to add to, subtract from, or modify any of the terms of this Agreement and shall confine his decision to the issues submitted.

Section 5: Each party shall be responsible for one-half of the expenses and fees of an arbitrator designated under this Article and any administrative costs of the American Arbitration Association except for the initial filing fee which shall be paid by the Union.

Section 6: Any incident which occurred or failed to occur prior to the execution of this Agreement shall not be subject to the grievance-arbitration provisions of this Agreement.

Section 7: The arbitration provisions of this Agreement shall not apply to a grievance unless the employee elects arbitration as final and binding and as the exclusive remedy.

(a) A signed grievance on a mutually agreed upon form filed by the employee in Step 2 of the grievance procedure shall constitute an election hereunder.

(b) In matters involving the discharge of an employee with five (5) or more years of service, said employee, after a hearing before the Sheriff in accordance with Mass. General Laws, Chapter 35, Section 51, may elect to have the matter finally determined and resolved by an arbitrator under Article IX, Section 1, Step 3 of this Agreement. Such grievance shall commence at Step 2 of the grievance-arbitration procedure. Submission of the grievance to arbitration within the time specified in Step 3 shall constitute an election of the arbitration procedure.

ARTICLE X

DISCHARGE AND DISCIPLINE

Section 1: The Sheriff shall have the right to discipline or discharge an employee covered by this Agreement for just cause.

Section 2: Employees covered by this Agreement who have completed their probationary

period may appeal such discharge or discipline beginning with Step 2 of the grievance-arbitration provisions provided herein, except that, as provided in this Agreement, the parties recognize that in the case of discharge, any employee who has rights under Mass. General Laws, Chapter 35, Section 51, may not utilize the grievance-arbitration procedures of this Agreement unless, as provided, the employee elects in writing to have the grievance-arbitration procedures as the exclusive remedy.

Section 3: The provisions of this Article shall not apply to employees who have not completed their probationary period. In the case of discharge or discipline of such employees, they shall not be able to utilize the grievance-arbitration provisions of this Agreement.

Section 4: Probationary Employees.

(A) The provisional period is a period to allow the Sheriff or his designee to determine if an employee is capable and suited to working in a correctional environment. During this provisional or probationary period the individual serves at the sole discretion of the Sheriff and may be terminated by the Sheriff or his designee and such termination shall not be subject to the grievance-arbitration provisions of this Agreement. Therefore, the probationary period shall be for one year of actual work, not a calendar year or necessarily terminate on the first year anniversary of the date of hire. The probationary period shall not include absences or leaves from work unless a federal or state law mandates otherwise. If an employee is absent from work or on any manner of leave for over a thirty day period, such leave shall not count toward completion of the probationary period. Any period of time not actually working on the job, whether on Workmen's Compensation, any form of personal or sick leave, or any other form of absence or leave shall not count toward the completion of the probationary period. Any leave or absence of thirty days or under, however, that is completed before the one year anniversary of the employee's date of hire, shall count toward the full one year probationary period.

Section 5: Employees who have completed their probationary period, as defined in this Article, shall not be disciplined or discharged except for just cause.

Section 6: Employees shall not accumulate seniority until they have continued in employment, at the sole discretion of the Sheriff, beyond said twelve (12) month probationary period, at which time an employee's seniority will revert back to the date of hire.

ARTICLE XI

SENIORITY

Section 1: (a) An employee's seniority shall be based upon the length of continuous service with the BCSO commencing with the date of hire as covered by this Agreement. In the event two or more employees were appointed the same date, seniority shall be based on class ranking of academy graduates.

Section 2: Layoffs. In the event a layoff becomes necessary in the exclusive judgment of the Employer, regular part-time employees will be laid off prior to permanent full-time employees. Inverse seniority (last hired first fired) shall determine the order of layoff within each category of part-time and full-time employees. The employer further agrees that any employee laid off will be recalled in their order of seniority, prior to any new hires. Any employee subject to layoff will retain their seniority based on date of hire, unless when recalled the employee chooses not to return to work. The employer agrees to notify the Union seven (7) days prior to any layoff or recall notices. Recall list shall be in effect for one year. The **BCSO** will not utilize temporary or intermittent employees for the purposes of reducing the number of regular part-time or permanent full-time employees covered by this Agreement as of its date of execution. Nothing in this Agreement shall preclude the use of temporary or intermittent employees where insufficient funds are appropriated to maintain full-time and regular part-time positions.

Section 3: Seniority rights accrued to an employee under this Article shall be lost in the event of a break in continuous service with the Employer caused by any of the following:
a) voluntary quit;

- b) discharge for cause;
 - c) absence from work on three (3) consecutive working days without notice to the Employer;
 - d) layoff for lack of work for more than 24 months;
 - e) failure to return to work after the expiration of any leave of absence;
 - f) failure to return to work within ten(10) days after receipt of a registered or certified letter mailed to the employee at his last known address requesting employees to return to work.
- Employees must notify the Employer of intent to work upon receipt of said notice of recall.

Section 4: On July 1st of each year, the Sheriff or his designee shall post the seniority list on the Department bulletin board. A copy of said list shall be sent to the Union. Employees and the Union shall be barred from grieving or questioning placement on the seniority list after thirty (30) days from the date of posting. The list shall be kept up to date quarterly.

Section 5: If an officer takes a position within the Sheriff's Office that is out of the Union, and then at a later date returns to the Union, they will be given credit for the time they previously spent in the Union; and will be placed on the seniority list wherever that time allows. They will not be placed in their previous spot.

Section 6: If an employee is promoted to a position outside the bargaining unit, his/her seniority date of appointment shall remain unchanged if he/she returns to the bargaining unit at a later date and his/her service outside the unit shall be included in his/her total seniority upon his/her return in accordance with Section 1 (a) of this Article.

Section 7: Provisional officers will be promoted to G-1 Correctional Officer after completing their 12 month probation. Thereafter, said officers will be paid under the G-1 Correctional Officer Salary Schedule.

ARTICLE XII

PROMOTIONS

Section 1: A promotion is the advancement of an employee from one bargaining unit position to a higher-paying classification within the bargaining unit. This procedure shall apply only to permanent vacancies and not to temporary assignments which the Sheriff deems necessary for efficient operation. The eligibility date for promotional testing shall be February 15th of each year.

Section 2:

(i) The exam for the rank of Sergeant (G-2) will be open to all permanent full-time employees in the bargaining unit who have at least four (4) years as a permanent employee.

(ii) The exam for the rank of Lieutenant will be open to all permanent full-time employees in the bargaining unit who have at least five (5) years as permanent employee with at least two (2) of those years as a Sergeant.

(a) Those on the eligibility list will be ranked in accordance with the following factors used to establish a final grade:

1. Written exam - 50% of final grade.
2. Oral interview - 20% of final grade.
3. Staff evaluations - 10% of final grade and shall be scored by grading (10)

categories on the evaluation form adhering to the following criteria:

Excellent = 1 point per category

Good = .75 points per category

Needs Improvement/Marginal = .5 points per category

In rating evaluations in the promotional process, an employee who did not receive a performance evaluation during the fiscal year that would be used for scoring, said employee's previous fiscal years performance evaluation would be used. Specific reasons for not having an evaluation

performed would be due to lengthy time away from the workplace due to Workman's Compensation, military leave, FMLA or leave of absence.

4. Sick Time and Attendance - 10% of final grade and shall be scored as follows provided the individual has also been credited with 170 shifts in the fiscal year. If the individual has not worked the required 170 shifts the most recent fiscal year where 170 shifts were worked would be used for calculation.

0 – 3 sick days used = 10 points

4 sick days used = 6 points

5 sick days used = 5 points

6 sick days used = 4 points

7 sick days used = 3 points

8 sick days used = 2 points

9 sick days used = 1 point

5. Work Experience – 10% of final grade and shall be scored as follows:

For Sergeants:	4 years	=	1 point
	5 years	=	2 points
	6 years	=	3 points
	7 years	=	4 points
	8 years	=	5 points
	9 years	=	6 points
	10 years	=	7 points
	11 years	=	8 points
	12 years	=	9 points
	13 yrs. or more	=	10 points

For Lieutenants:	6 years	=	1 point
	7 years	=	2 points
	8 years	=	3 points
	9 years	=	4 points

10 years	=	5 points
11 years	=	6 points
12 years	=	7 points
13 years	=	8 points
14 years	=	9 points
15 yrs. or more	=	10 points

Section 3: The Oral Interview Board shall consist of three members, one member designated by the Union and two members designated by the Employer.

Section 4: For each promotional vacancy being filled, the Sheriff shall select from among the names on the eligibility list as follows:

One Vacancy	Select from Top 3
Two Vacancies	Select from Top 6
Three Vacancies	Select from Top 9

The Sheriff shall have sole discretion in making selections off the list in accordance with this Article. However, where more than one (1) vacancy is being filled and the highest ranked candidates(s) on the list is (are) not chosen for any of the vacancies, the Sheriff shall be required to provide his reasons in support of just cause for not selecting the highest ranked candidate on the eligibility list.

Section 5: An employee who is promoted shall be placed in that Step for the new classification which provides at least one full increment above the rate of pay the employee was receiving in the previous position.

Section 6: The first ninety five (95) shifts in the new position following promotion shall be deemed a trial period. If the Sheriff finds performance unsatisfactory during the trial period, the employee will be reassigned to his previous position.

Section 7: Notwithstanding any contrary provision of this Article, the Sheriff may, on an annual basis, promote one employee on the basis of meritorious service to the Sheriff's Office without following the promotion procedure set forth herein, provided at least one position in the same promotional rank has been filled under the promotion procedure and provided further, that the employee selected meets all of the length of service requirements for promotion.

Section 8: The Sheriff's Office will provide a list of all study guides and related materials at least three (3) months prior to administering any promotional examination.

Section 9: Any member of the bargaining unit who is promoted in an acting capacity will not accrue seniority in that rank.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

Section 1: The regular work week for employees assigned to the kitchen and shift work shall be posted prior to each shift bid, and shall consist of four (4) consecutive days on duty immediately followed by two (2) consecutive days off duty in a recurring six (6) week cycle, generally known as a four on; two off schedule.

All employees working a four on, two off schedule shall receive fourteen (14) days off in each six (6) week cycle. An employee's days off shall drop back one (1) calendar day per week thus completing the cycle in each six week period.

All other employees shall work five (5) consecutive days followed by two (2) consecutive days off weekly. All Community Service positions may be scheduled to work four ten hour work days.

All assigned, authorized or approved hours worked in excess of eight (8) hours in one (1) day as well as any work performed in excess of an employee's regularly scheduled work week shall be compensated at one and one half (1.5) times the employee's hourly rate. The employee's hourly rate shall be calculated by taking one fortieth (1/40) of the employee's weekly base salary.

All pre-scheduled paid leave shall be considered hours worked for the purpose of calculating overtime compensation. Any employee who utilizes sick leave in direct conjunction with an overtime assignment may be required by the Sheriff to provide medical documentation of the illness.

All 5x2 employees exempt from the regular four on, two off schedule, shall be scheduled for training during their regular tour of duty. Any training sessions not scheduled during their regular tour of duty shall be compensated at one and one half (1.5) times the employee's hourly rate of pay.

Section 2: The regular work shifts shall consist of eight (8) consecutive hours with starting and quitting times as follows:

7:30 am to 3:30 pm	Day shift
8:00 am to 4:00 pm	Outside employees
3:30 pm to 11:30 pm	Evening shift
11:30 pm to 7:30 am	Midnight shift

(a) Employees working outside the Correctional Facility will be assigned to the 8:00 am to 4:00 pm shift and shall return to the House of Correction in advance of 4:00 pm so that they can complete their assignment by 4:00 pm.

(b) Notwithstanding the foregoing, those officers who have worked varying schedules from those specified in paragraph (a), including cooks, and other special assignments, shall continue said schedule.

Section 3: Employees shall report for work fifteen (15) minutes before the start of their shift.

Section 4: Employees who work more than 15 minutes beyond the end of their shift shall be paid at one and one-half (1.5) times their regular hourly wage provided said overtime has been authorized by the shift supervisor. Employees who work beyond 15 minutes at the end of their shift, but less than 30 minutes shall receive one half hour of overtime pay. Employees who work 30 minutes or more at the end of their shift shall be compensated at time and one-half for the time so worked. Employees who are mandated to stay for overtime that does not immediately start at the conclusion of the employees scheduled shift, he/she will be paid overtime immediately concluding the end of their scheduled shift.

Section 5: Employees called back to work outside their regularly scheduled hours shall be paid at the rate of time and one-half their regular hourly rate of pay with a minimum of three (3) hours of such pay, provided that said three (3) hours minimum will not apply if an employee is called in within three (3) hours of his regular shift starting time.

Section 6: (a) Overtime will be distributed on a fair and equitable basis to all employees within the bargaining unit, by rotating the seniority list as per the provisions of this paragraph. Overtime will be assigned by rotating the seniority lists for regular part-time and permanent full-time employees.

(b) No member of the bargaining unit shall be allowed to work more than sixteen (16) consecutive hours, unless due to special circumstances that are unavoidable. Any member of the bargaining unit completing sixteen (16) consecutive hours must have eight (8) hours off prior to the beginning of their next shift.

(c) Forced overtime will be based on seniority. The junior officer will be the first officer forced to stay for shift coverage, or as needed. Once an officer is forced, or voluntarily accepts a shift, that officer will not be forced again during their 4x2 work week until all other eligible officers have been forced or taken a shift during their 4x2 work week. DPW, details, overtimes and any other shifts worked on an officer's day off will not be considered when

determining who is next to be forced for overtime coverage. An officer working any of the above shifts could not be forced to stay for an additional overtime shift. All bargaining unit members regardless of rank shall be eligible to be forced to work overtime. The exception to this shall be officers assigned to the Street Crimes Unit, Electronic Monitoring, Youth Ranch, Community Service, 10-6 Transportation, 1-9 Classification, and K-9.

Section 7: Shift Bidding by Seniority. The following agreement is entered into between the Employer and the Union for purposes of effectuating seniority shift bidding and assignment of hours of work.

There shall be a shift bidding provision twice per year in July and January under the following terms and conditions:

- (A) There shall be a posting of shift bid by hours of duty on a bi-annual basis. The first posting to be on the first (1st) of June, and the second posting to be on the first of December. Shifts by hours of duty shall be posted for a period of ten (10) days. All eligible members of the Bargaining Unit shall have an opportunity to bid for the shifts.
- (B) Bidding will be closed after ten (10) days, and employees will be assigned positions by hours of work according to their choice by seniority. The Employer agrees to make every effort to inform eligible bidders of any and all postings pursuant to this Agreement and shall allow eligible bidders who were not available during the posting period the opportunity to bid, if there is a legitimate reason (i.e. on vacation, etc.).
- (C) Seniority for Corrections Officers is established pursuant to Article XI of the Collective Bargaining Agreement. Seniority as defined in this article shall be used solely for the purpose of shift bidding. Seniority for shift bidding purposes shall be determined by rank. Seniority in rank shall mean the date of appointment to the particular rank. In the case of a tie, priority shall be determined by the date of appointment in the next lower rank.

- (D) Newly hired employees shall be exempt from the shift bid during their probationary period, that is, for one (1) year. During that one (1) year period, probationary employees shall be assigned to such shifts and locations as is determined by the Sheriff or his designee.
- (E) Any employee, at the discretion of the Sheriff or his designee, may be scheduled and reassigned to work other shifts or days off for a short term reassignment. It is for a maximum of 30 days and is at the Sheriff's discretion and cannot be grieved. Said reassignment shall occur only once per employee, per year. Reassignment(s) for training purposes shall be excluded when determining reassignment per employee per year.
- (F) The Canine Officers and the Assistant Kitchen Steward shall be assigned their hours of work prior to the posting of bids. These persons may submit a "preference request", and within reason, accommodations will be made to comply with said request.
- (G) In addition there shall be posted as part of the Seniority Shift Bid, one half or fifty percent (50%) of the positions in the Transportation Department per year. For all transportation positions, officers must have a valid driver's license and pistol permit prior to being assigned.
- (H) The following 5x2 positions shall be exempt from the shift bidding process and shall be deemed as Sheriff's picks: Maintenance, Farm, K9, Electronic Monitoring, Classification, Training, Records, Youth Ranch, Special Operations, Transportation (50% of positions) and Unit Managers. All Community Service positions may be scheduled to work four ten hour work days and shall be Sheriff's picks. All Sheriff's picks must have at least three (3) years as a permanent employee within the bargaining unit. All 5x2 Sheriff's picks shall have annual review conducted. Removal from a 5x2 position shall be for just cause. The following 5x2 positions: Booking, Laundry, Inmate Property and Transportation (50% of positions) will be bid for by seniority. When one of the positions in any of these

departments becomes available the position will be posted for ten (10) days and filled by the senior officer applying for the position.

- (I) It is agreed that once assignments are made in accordance with seniority, shifts that are not filled by the bid process shall be assigned to the least junior employee(s). Employees so assigned will be required to stay in their bid assignment for one (1) year unless a vacancy occurs as described hereafter.
- (J) When, during the bid year, a bid shift position by hours of work becomes vacant and the Employer makes the determination that it is going to fill the position, then the position shall be posted in accordance with this Agreement and filled in accordance therewith. A subsequent vacancy caused by a successful bid shall similarly be filled by the procedures herein.
- (K) A vacancy is defined as that set of facts created by retirement, death, resignation, discharge, promotion, transfer or the operational needs of the Barnstable County Sheriff's Office as defined by the Sheriff.
- (L) A temporary vacancy is defined as that set of facts created from an absence in excess of thirty (30) days to one year resulting from, but not limited to, sickness, injury or leave of absence. If the Employer decides to fill such temporary absence, the person who bids and is awarded said temporary opening, does so with the understanding that he/she must return to his/her original assignment if the person that created the temporary opening returns to duty.
- (M) After the initial shift bidding process is completed, the Employer shall have the right to review the final placement by hours of duty of all employees to determine if the allocation of employees to each bid assignment by hours of work is sufficient to meet the operating needs of the Barnstable County Sheriff's Office. In the event the Employer wishes to alter the allocation of jobs by hours of duty after the bidding process is completed, the Employer shall meet with the Union to discuss the

proposed changes. After discussion with the Union, the Employer shall be permitted to make such changes, which, in the Sheriff's judgment, are necessary for the operation of the Barnstable County Sheriff's Office. Changes to the bid proves may include but are not limited to, staff on long term leave and or long term light duty status. The Sheriff agrees that in exercising his authority to reposition employees after the initial bidding process, said exercise shall not be unreasonable nor based on facts unrelated to the Sheriff's good faith judgment about what is necessary for the operation of the Barnstable County Sheriff's Office.

- (N) Employee's hours of work may be reassigned if the Employer finds there is just cause for such a change to maintain the proper operation of the Barnstable County Sheriff's Office. This "Long Term Reassignment" for the purposes of lack of work, internal investigations and other matters that threaten the orderly operation of the facility and the Sheriff's Office. The Employer's decision to reassign shall not be punitive, arbitrary, or capricious in nature. Reassignment shall be subject to the grievance procedure as set forth in the current Collective Bargaining Agreement.
- (O) When it is necessary to back fill Transportation shifts, officers' hours of work may be altered without it being considered a reassignment.

Section 10: Time Clocks: The Sheriff shall have the authority to install "Punch In" time clocks for purposes of maintaining a record of employee attendance and hours worked.

Section 11: K-9 Hours of Work.

- (1) **Hours of Work:** As of the above date the hours of work for the K-9 officers will be changed from eight (8) hour days to seven (7) hour days with one (1) hour each day for care and maintenance of the animal. We will give you the opportunity to set your schedule. The hour

you set for maintaining your animal will not change unless authorized in advance by the Director of K-9 or the Personnel Director.

- (2) **Day Off:** On your scheduled day off we will reimburse you one (1) hour of overtime pay each day for maintenance for a total of two (2) hours per week of overtime.
- (3) **Vacation Time:** When a handler is to go on vacation or has an extended leave for any reason, the officer will be required to make other arrangements for maintenance of the animal such as kenneling the animal or having another officer look after the dog while he or she is away. There will be no overtime pay received during vacations or extended leaves.
- (4) **Training:** Two (2) days a month will be set aside for training, this will be determined by the Director of K-9 and in conjunction with the Training Department.

**ARTICLE XIV
HOLIDAYS**

Section 1: The following holidays shall apply to all employees covered by this agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriots Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	

Employees may roll over four (4) of the holidays earned in the fiscal year (floating holidays).

Section 2: Regular full-time employees covered by this Agreement who work on any of the holidays set forth in Section 1, shall receive another day's pay in addition to their regular weekly

pay. Any holiday worked by a member of this bargaining unit shall be paid an additional days pay.

Section 3: All employees covered by this Agreement scheduled to be on a day off on any of the holidays set forth in Section 1 shall be entitled to another day off with pay in addition to their regular weekly pay.

Section 4: In order to be compensated under Sections 2 or 3 of this Article, the employee must work his/her last scheduled workday before the holiday, the holiday itself where scheduled to work, and the first scheduled day after the holiday.

ARTICLE XV

SICK LEAVE

Section 1: Sick leave of one and one-quarter (1.25) days per month shall accrue for each month of full-time service. Part-time employees under Article XI, Section 1 (c) shall accrue sick leave on a pro-rata basis. Sick leave may be accumulated up to a maximum of 200 days (1600 hours). Employees exceeding the maximum accumulation on date of execution of this Agreement shall be allowed to maintain said accumulation, but not to accumulate additional days.

Section 2: Extended Illness: Employees absent for an extended period of time may be required by the Sheriff to submit periodic medical evaluations by a Sheriff's Office designated physician. An employee absent on an extended illness who has exhausted all his accumulated sick leave may utilize any vacation time, compensatory time or floating holidays due him before being dropped from the payroll.

Section 3: (a) Sick leave may be used in cases of legitimate personal illness or when caring for an immediate family member who is legitimately ill. Immediate family shall be defined as

the employees' spouse or child. Notice of intended absence due to illness shall be provided three (3) hours in advance of the shift starting time whenever possible or as soon thereafter as practicable. Notice will be given to the Personnel Office via the sick line (508) 563-4350, after notification has been given to the proper supervisor.

(b) Any employee absent for three (3) or more consecutive work days shall be required by the Employer to submit satisfactory proof of illness prior to receiving sick leave pay. Any employee who uses sick leave on dates he or she previously requested off and was denied that day off shall also be required to submit satisfactory proof of illness prior to receiving sick leave pay. Any sick usage in excess of seven days without acceptable documentation shall constitute sick abuse and shall be a basis for discipline or discharge.

(c) Further, after an employee has been warned in writing that he or she has abused sick leave, any subsequent sick leave within twelve (12) months of the warning date shall result in removal from the overtime assignment list for a period of thirty (30) days following his or her return to work.

(d) Sick leave usage under this Section shall be recorded by the fiscal calendar, i.e. July 1 through June 30. The employee shall be responsible for documenting all sick leave days in excess of seven (7) sick leave days within five (5) business days upon returning to work. In order for documentation to be accepted it must specifically state the employee was unable to work due to illness or injury to themselves or an eligible family member. The documentation must address the exact days missed. Where medical documentation fails to state the employee could not work or when the documentation is inconsistent with the sick days used, the documentation shall not be accepted. The employer must notify the employee or the union within seven (7) days of receipt of the documentation if it will not be accepted. It is agreed by both parties that more than seven (7) sick days used without acceptable documentation meets the definition of sick abuse and shall be subject to the disciplinary process. Furthermore any employee who attempts to use sick time above their accrual allotment will be deemed a sick time abuser and subject to discipline. Sick leave shall be reviewed on an annual basis on or about the start of the new fiscal year. During the year the employer may notify employees in writing if they have met the definition of sick abuse.

Section 4: (a) Buy Back on Death or Retirement. Employees shall be paid for twenty percent (20%) of their accumulated sick leave upon death or retirement.

(b) Annual Buy Back. Employees who have at least thirty (30) sick leave days accumulated, can elect to be paid for up to fifty percent (50%) of the maximum fifteen (15) day sick leave benefit or can add these unused sick leave days to their sick leave accumulation. The maximum number of days which would be bought back is seven and one-half (7.5) days.

Examples: (1) 50 days on the books. Where no days are used between 50 and 65, an employee can buy back 7.5 days and his/her total accumulation becomes 57.5; (2) Twenty-five (25) days on the books. No buy back possible and maximum total accumulation becomes 40 days; (3) 40 days on the books. Where 5 sick days are used between 40 and 55, an employee can buy back 5 days and his/her total accumulation becomes 45 days.

(c) Sick Leave Bank. A sick leave bank shall be established on July 1, 1998 and shall be administered by a Sick Leave Bank Committee consisting of two (2) members of the bargaining unit and one (1) management representative.

An employee who has exhausted all of his/her accumulated sick leave can make application to the Committee for use of sick leave bank days in cases of serious long term illness, however, employees who have not had any personal sick leave days to contribute to the bank by July 1 shall not be eligible to draw from the bank in that fiscal year.

A majority vote of the Committee shall be necessary for the granting to sick leave bank days, and in making its decision, the Committee shall review the employee's length of service, prior sick leave record and the facts surrounding the instant request.

The decision of the Committee shall be final and binding and not subject to review under the Grievance and Arbitration procedure or any other procedure.

The number of sick leave bank days shall be posted in July of each year, or as soon thereafter as possible for fiscal year, each employee who has accumulated sick leave shall contribute one and one-quarter (1.25) days to the bank until the bank has a maximum of eight hundred (800) days, each employee shall contribute 1.25 days from his/her personal sick leave accumulation.

ARTICLE XVI
BEREAVEMENT LEAVE

Employees shall be entitled to a maximum of four (4) days with pay, preceding and including the day of the funeral, in the event of a death in the immediate family. The term “immediate family” as used in this Article shall include the employee’s spouse, parent, grandparent, spouse’s parent, spouse’s sibling, child, sister, brother or grandchild.

ARTICLE XVII
VACATIONS

Section 1: Vacations shall be granted to permanent full-time employees and regular part-time employees working a 40-hour work week (who have completed one (1) year of continuous service) in accordance with the following schedules:

Permanent Full-Time Employees

Length of Service as of June 30

Vacation Credit Accrued

Less than one (1) year service.

One (1) day for each month not to exceed ten (10) days.

One (1) year, but less than four and one-half (4.5) years.

Ten (10) days.

Four and one-half (4.5) years but less than nine and one-half (9.5) years.

Fifteen (15) days.

Nine and one-half (9.5) years but less than fourteen and one-half (19.5) years.

Twenty (20) days.

Fourteen and one-half (14.5) years or more.

Twenty-five (25) days.

Section 2: Vacation will be chosen by seniority and by shift. Requests will be approved by the Sheriff or his designee only when operations are not affected. Employees who are not replaced will be granted the time off unless granted said time off poses an operational hardship. All time off including vacations will be allowed for 15% on any shift. When counting staff for a given day the BCSO shall not count individuals on Workers Compensation or FMLA of 30 days or more.

Section 3: Vacation will be chosen by seniority and by shift. Requests will be approved by the Sheriff or his designee only when operations are not affected. Vacations will be capped at 15% of any given shift. Supervisory vacation time shall be counted against the 15% and granted provided the required seven (7) days notice is given and the Sheriff's Office is able to fill the shift.

(a) The vacation eligibility year shall be July 1 through June 30 based upon the employee's length of service as of the prior June 30. No more than two weeks vacation will be carried over from one fiscal year to the next, with no employee having more than seven (7) weeks vacation on the books at any one time.

(b) In addition to vacation time awarded on July 1st of each year employees who reach the following anniversary dates will be awarded an additional week of vacation on that date; four and one-half years (4.5), nine and one-half years (9.5), fourteen and one-half years (14.5).

(c) Definitions: "Week", as used in this Article, shall mean seven (7) calendar days. "Year" shall mean twelve (12) months, continuous full-time service completed on June 30.

The following reserve schedule shall be followed:

June - reserve time will be accepted for **July, August, and September**

September – reserve time will be accepted for **October, November, and December**

December – reserve time will be accepted for **January, February, and March**

March – reserve time will be accepted for **April, May, and June**

The weeks of Thanksgiving, Christmas, New Years and all school vacation weeks shall be included in the request for reserve time process.

All other time off requests during the fiscal year will be approved on a seniority basis.

Employees can request time off outside the quarterly reserve time process during the fiscal year and will be approved by seniority. These requests shall be submitted seven (7) days in advance of the requested day off.

When more than fifteen percent of the shift has requested the same vacation period, and it is not possible to approve all requests, the more senior employee will be given priority. Once an employee has a day(s) vacation approved he/she can not be “bumped” off of these vacation day(s) even if a senior employee puts in for the same time off later in the year. Vacation time shall not “roll” from one fiscal year into another unless the Sheriff or his/her designee specifies in writing to the contrary.

Section 4: Requests for compensatory time off when the employee gives at least seven (7) days notice will be approved for 15% of each shift off. The 15% calculation will be for the combined vacation, compensatory and floating holiday requests for the given day. It is agreed that compensatory requests may not be used on Holidays as defined in Article XIV. All requests must be in writing on a designated Sheriff’s Office form. The Sheriff has the authority to deny request should operations be unduly affected.

Section 5: Time off requests for vacation, compensatory time or floating holiday, with less than seven (7) days notice may be approved if staffing permits. Monday through Friday officers of assigned to A, B and C groups shall be designated to call in at a given time to the Human Resources Department, and at the discretion of the Human Resources Department, may be allowed the day off. Time off will be allocated if staffing permits as determined by the Human Resource Department. This section shall not be subject to grievance or arbitration.

All time off requests will be approved on a seniority basis. Officers can request single days or the entire week, but seniority will be the deciding factor in granting time off. Once an officer has

a week long period of vacation approved he/she can not be “bumped” off of these vacation days if a senior officer puts in for the same time off later in the year.

Section 6: As of June 30, 2014, all employees covered by this agreement shall be prohibited from carrying over compensatory time from one fiscal year to the next and shall have any balances as of June 30th and December 31st cashed out, with the exception of reserve time off that is approved by Human Resources. Members will not be permitted to convert overtime to compensatory time in the months of June and December.

Section 7: Upon resignation, retirement or death of an employee after completing one (1) year of service, the employee shall receive payment for any vacation thus far accrued pro-rated on the basis of the number of full months worked from the previous July 1 to the date of resignation, retirement or death. In the event, such payment shall be made to the employee’s estate.

Section 8: Members of the bargaining unit who were employed full time by the Commonwealth, any county or Municipality prior to their present entry into service with the Barnstable County Sheriff’s Office, shall regardless of length of break in service or position held, be credited with the aggregate length of service attained at the termination of his or her prior service, for the purpose of vacation status. In order to credit such service toward the establishment of his or her vacation status, a person must, (1) be employed by the Sheriff’s Office a full year, and; (2) submit to his or her department head a sworn statement of such service executed by the appropriate official of the Commonwealth, county or municipality where such employment occurred.

ARTICLE XVIII

LEAVE OF ABSENCE

Leave of absence without pay may be granted by the Sheriff. In no event shall a leave of absence be granted for the purpose of seeking or trying out another job.

Leave of absence for over twelve (12) months duration shall be considered a break in employment, and on return to work, the employee shall have the status of a new employee (without seniority) unless an extension of leave beyond twelve (12) months has been granted by the Sheriff. Any request for a leave of absence or an extension shall be in writing and shall state the reason for the request. The Sheriff shall respond in writing to the request.

Upon completion of any approved leave of absence, the employee shall be returned to his former position provided an opening exists at the time of return. Where no opening exists in the same position from which the employee took leave, he/she shall be given the next available opening in that position or in another position which he/she is qualified to fill.

ARTICLE XIX

MILITARY LEAVE

Employees who are members of a military reserve unit shall, in accordance with MGL, Ch 33, S59, be allowed up to seventeen (17) days off for annual training without loss of pay.

Any employee deployed overseas while on military leave, who applies vacation time toward the payment of benefits; the employer agrees to reimburse the employee for those hours.

ARTICLE XX
PERSONAL LEAVE

Section 1: On each January 1, those members of the bargaining unit hired before July 1, 2012 will receive five (5) personal leave days. Employees hired after July 1, 2012 will only be entitled to three (3) personal leave days. Whenever possible two hours' notice shall be given prior to taking a personal day. Where such advance notice is not possible, it shall be given as soon thereafter as is possible. Personal leave shall not accumulate from year to year.

ARTICLE XXI
MATERNITY LEAVE

Section 1: An employee who has completed the probationary period will be granted maternity leave without pay for a period not to exceed four (4) months and will be reinstated to her former position at the expiration of said leave. Said leave shall be granted provided the employee gives two (2) weeks notice of her expected departure date and intention to return. The employee shall furnish the Sheriff with a physician's certification confirming the expected delivery date, and the employee will be permitted to continue work so long as her physician certifies she is able to do so.

The employee will have the option to accept or decline assignment to a direct supervision post. Such leave shall be unpaid except that the employee may use accrued sick leave for any disability relating to her pregnancy or arising from childbirth under the same conditions that apply to other temporary medical disabilities. Any accrued vacation time may be used to compensate for any portion of said leave if the employee so requests.

ARTICLE XXII

SUBSTITUTION

Each employee covered by this Agreement may trade or swap shifts, without loss of compensation, for a tour of duty for which he/she is able to secure another employee to work in his/her place. Said shift swaps will be permitted, subject to the following conditions:

- (1) Such shift trades will be permitted only after receiving prior written approval from Human Resources.
- (2) The officer in charge of the shift on which such swap takes place shall be notified twenty-four (24) hours prior to such swap, except in the case of an emergency when notification may be made on a shorter term.
- (3) Such shift swaps will not impose an additional cost to the Commonwealth or Sheriff's Office with regard to the payment of salaries or wages.
- (4) Such shift swaps shall be voluntary between employees and the Sheriff's Office shall not be responsible for enforcing any such agreement between employees.
- (5) Such shift swaps shall not be allowed for extra work, and no overtime shall be paid because of any shift trade or swap.
- (6) Any employee who has entered into an approved shift trade and fails to appear to cover the agreed shift, shall not be permitted to trade or swap shifts for a period of sixty (60) days effective immediately.

- (7) Shift swaps will in no way circumvent the Shift Bid process; therefore 2 and 4 shift swaps shall not be permitted, unless the employees involved have a denial for a time off. Final approvals are still at the discretion of Human Resources.
- (9) The request for shift swaps must include both dates of the shift trades.

ARTICLE XXIII

COMPENSATION

Section 1: Permanent employees shall advance from step to step on the salary schedule on their anniversary date of permanent appointment.

Provisional employees shall advance to Step 1 of the Permanent Correctional Officers Salary Schedule upon completion of their one (1) year probationary period and shall thereafter receive steps pursuant to paragraph 1 above.

Section 2: The salary schedule shall be as follows:

YEAR 1:

1.5% salary pool in the first pay period, after July 1, 2014.

1.5% salary pool in the first pay period after January 1, 2015.

YEAR 2:

1.5% salary pool in the first pay period after July 1, 2015.

1.5% salary pool in the first pay period after January 1, 2016.

YEAR 3:

1.5% salary pool in the first pay period after July 1, 2016.

1.5% salary pool in the first pay period after January 1, 2017.

Section 3: Shift Differential: Night shift and evening shift differential shall not exceed \$.75 per hour for the extent of this contract. Said differential shall not be included in the base for the purpose of calculating overtime but shall be considered as regular compensation for pension and retirement purposes to the fullest allowable under M.G.L. Chapter 32.

Section 4: Roll Call: Persons employed under this contract shall attend Roll Call. G-1's shall be compensated 3.77% of their base salary (base salary being calculated at an officer's current hourly wage at the time Roll Call is being paid out), then divided by two. G-2's and G-4's shall be compensated 3.68% of their base salary (base salary being calculated at their current hourly wage at the time Roll Call is being paid out), then divided by two. Payments shall be made in lump sum payments in the first payroll of December and last payroll in June. Employees who are out for more than thirty (30) days in the fiscal year shall have this section prorated. Roll Call payments shall be considered as regular compensation for pension and retirement purposes to the fullest extent allowable under M.G.L. Chapter 32.

Section 5: The 7:30 AM to 3:30 PM, 3:30 PM to 11:30 PM and 11:30 PM to 7:30 AM shifts shall be supervised by no less than one sergeant inside the inner confines of the facility, provided this is not a regularly scheduled occurrence.

Section 6: Career Awards Program: For the purpose of this Article, years of service shall be defined as service within the Commonwealth of Massachusetts, county, city or town in a public safety and or law enforcement capacity, and up to four (4) years of military time bought back from county retirement.

Employees with the following requisite years of service achieved at anytime during the fiscal year shall receive a .25% increase based on the base salary of each bargaining unit member, in addition to the following schedule:

Completed Years of Service Compensation (Weekly)

5 years	\$7
10 years	\$10
15 years	\$14
20 years	\$17
25 years	\$20

Such payment will be paid in the first payroll in December and will be considered as regular compensation for pension and retirement purposes to the fullest extent allowable under M.G.L. Chapter 32.

ARTICLE XXIV

COURT TIME

Any employee, who as a result of his employment with the BCSO, attends any court hearing or proceeding in a criminal case pursuant to a subpoena or as required by the Sheriff, at a time when said employee is not required to be on duty, shall be paid time and one-half his regular straight time hourly rate of pay for all hours in attendance with a minimum of four (4) hours time and one-half pay. Any witness fees received by the employee shall be returned to the County.

ARTICLE XXV

CLOTHING & CLEANING

Section 1: All such employees shall receive payment which shall be used for the purposes of clothing and cleaning. The clothing allowance will be \$425.00 to be dispersed in the first payroll in July each year of the contract. The cleaning allowance will be \$750.00 to be

dispersed in the first payroll in December each year of the contract. Provisional employees are not entitled until they become permanent employees.

Section 2: Provisional employees shall receive a voucher to cover the cost of a complete uniform as set out below. The following items shall be considered a complete uniform issue:

2 Pants #8650	1 Nameplate
2 L/S Shirts #6686	1 Collar Seal Mass. State
2 S/S Shirts #6686	2 Black Ties
4 Patches	1 Tie Bar
4 Flags	1 Jacket Badge
1 Garrison Belt	1 Lightweight Jacket #6010TZ
1 Boots #1944	w/Patch and Flag
1 5-Star Hat	1 Winter Coat #9010TZ
	w/Patch and Flag

Section 3: The employer agrees to reimburse any employee who suffers a loss or damages to his/her personal property as a result of his/her performance of duty with an inmate. In the event that the personal property involved is a wristwatch, eyeglasses, or jewelry (some items of jewelry deemed inappropriate for wearing in a correctional setting and not needed during normal correctional activities shall not be covered by this Article), the maximum reimbursement shall not exceed \$350.00 per item. The employee shall submit a written report signed by his/her immediate supervisor indicating that the property was damaged while in the course of his/her duties along with an estimate of the value of the damaged property. Further, to be reimbursed under this Article, the employee must report the damage to the property prior to the end of the shift during which the employee claims to have suffered the damage or loss.

Section 4: Any changes made to the uniform will be paid for initially by the Employer with any subsequent replacement from the clothing voucher amount. Employees must be in proper uniform at the start of their shift or they will not be allowed to commence work and will not be paid for time lost from work as a result.

ARTICLE XXVI

GROUP LIFE AND HEALTH INSURANCE

The BCSO and the Commonwealth shall continue to provide the life, health and dental insurance benefits existing at the time of the execution of this Agreement. Premiums for said benefits will be paid 80% by the Sheriff's Office and 20% by the employee for all employees hired prior to June 30, 2003. For employees hired after June 30, 2003, premiums for said benefits will be paid 75% by the Sheriff's Office and 25% by the employee. It is understood that while maintaining the same level of benefits in effect on date of execution, the Commonwealth reserves the right to change insurance carriers during the term of this Agreement.

ARTICLE XXVII

CONSULTATION COMMITTEE

A joint committee consisting of three (3) representatives and three (3) Employer representatives shall meet on a quarterly basis for the purpose of discussing matters of mutual concern including training of personnel. Said meetings shall be held on the second Tuesday in January, April, July and October.

Either side shall submit a written agenda to the other, listing the items to be discussed. Where neither side submits an agenda at least one week in advance of the scheduled meeting, the meeting will be canceled.

The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

ARTICLE XXVIII

MISCELLANEOUS

Section 1: Employees shall have all of their wages, benefits and/or working conditions established by the terms of this Agreement and the collective bargaining process.

Any wages, benefits, and/or working conditions established by State legislation or County Personnel Board rules and regulations which improve upon the negotiated terms of this Agreement shall not be applicable to bargaining unit employees covered by this Agreement (unless otherwise agreed herein).

Section 2: Travel Allowance: Employees shall be compensated at the prevailing state rate for the authorized use of a personal motor vehicle.

Section 3: Personnel Files: The Employer will note in an employee's personnel file all schools attended, training received and any service performed in a higher classification which continues for more than three (3) consecutive days.

Section 4: For the purpose of promoting this Agreement, the Employer agrees to provide the Correctional Officers Union with a signed copy of this Agreement within sixty (60) days of approval from Administration and Finances (Human Resources).

Section 5: Bulletin Boards: The Employer agrees to provide for a bulletin board at the Barnstable House of Correction to be used by the Union for the following notices:

- (a) Union meeting;
- (b) Union election;
- (c) Reports of Union Committee;
- (d) Recreational and Social Affairs of the Union;
- (e) Other matters of public informational nature.

The material posted shall not contain anything of a political nature, controversial nature and it is further agreed that denunciatory or inflammatory material shall not be posted.

Section 6: Drug Testing: The parties shall adhere to the Drug Testing Policy attached to this Agreement as Article XXXIII.

Section 7: Tactical Team: All members of the Tactical Team must annually pass a physical standards test administered by an officer certified to instruct on physical training standards. The Union agrees to the standards established by the Employer upon the execution of this Agreement.

Section 8: SRT, K-9, Special Operations: Employees injured in the performance of SRT, K-9, and/or special operations functions will be covered 100% when injured on duty for up to six (6) months if the injury occurred during an interaction with a criminal suspect. This section is not subject to any grievance or arbitration provisions.

Section 9: The Union agrees to address to clarify those language areas of the Agreement which have caused issues of interpretation in the past.

Section 10: Both parties agree that they have had ample opportunity to bargain on all points and written agreement is the entire agreement.

ARTICLE XXVIII

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1: The Employer shall not discharge or discriminate in any way against employees covered by this Agreement with respect to promotion, assignment of duty or any other matter because of race, religion, creed, color, national origin, sex, age, sexual orientation, mental or physical handicap (of otherwise qualified with reasonable accommodation afforded by the employer), Union membership, Union office or to his/her Union activity, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder. Neither the Employer, its agents nor any supervisory personnel shall discriminate against or discharge any employee because he/she has filed or processed any grievance under this Agreement or instituted any proceeding under any state or federal statute relating to wages, hours or conditions of employment.

Section 2: The Employer and the Union shall form a joint committee consisting of two (2) members of the bargaining unit and two (2) members of management, they will meet on a quarterly basis for the purpose of discussing Anti-Discrimination and Affirmative Action Policy and Procedures, to eliminate discrimination. The Employer and the Union both acknowledge the need for positive and aggressive affirmative action.

Section 3: The employees of the bargaining unit assigned to this Committee shall be permitted time off without loss of pay for attending quarterly meetings and investigating any allegations or complaints.

ARTICLE XXVIII B

PAID DETAILS

Section 1: The following shall apply to paid details which are defined as paid compensation from an outside law enforcement agency for services rendered as Deputy Sheriff of Barnstable County. Paid Security Details shall be supervised by a Detail Officer assigned by the Sheriff to facilitate the planning, organizing and direction of assigned Paid Security Details.

Section 2: In order for a member of the bargaining unit to be assigned or accept any Paid Security Detail by an outside law enforcement agency, he/she must first meet the following qualifications:

- (a) Must be a permanent full-time employee and a sworn Deputy Sheriff of Barnstable County.
- (b) Must successfully complete the Intermittent Police Academy as certified by the Massachusetts Criminal Justice Training Counsel which must be done on their unpaid off-duty time.
- (c) Must be certified in CPR and First Responder Training.
- (d) Must meet all stipulations of the Barnstable County Sheriff's Department Firearms policy.
- (e) Each employee is required to seek, obtain, keep current and provide documentation of all the above qualifications.

Section 3: (a) Persons who wish to participate in the performance of Paid Security Detail(s) will submit the above qualifications to the Detail Officer to be placed on the selection list.

(b) Employees who are qualified who do or do not want to work details, will sign a form on an annual basis indicating in writing their desire and their completion of their qualifications. Employees will be called by the Detail Officer for detail opportunities. Employees will be paid at the detail rate established by the outside law enforcement agency.

(c) All outside law enforcement agencies requiring detail services shall submit the request directly to the Detail Officer. There will be no direct assignment of details to the

Barnstable County Sheriff's employees qualified or otherwise from an outside law enforcement agency.

(d) Details for members of the bargaining unit who are qualified as described aforesaid, will be selected fairly and equitably on a rotating basis from a single detail list.

(e) Details will be assigned to only those employees who are not scheduled to work their regular assignment in the Barnstable County Sheriff's Office.

ARTICLE XXIX

SAVINGS CLAUSE

Section 1: This Agreement is conditioned upon funding and appropriation for each individual fiscal year by the Executive Office of Administration and Finance. Where insufficient appropriation is made for any particular year, the parties shall renegotiate as to the year in question.

Section 2: Should any of the terms and conditions of this Agreement be found to be in violation of any Federal or State Law, by a court of competent jurisdiction such other provisions of this Agreement, as may not be affected thereby, shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXX

STABILITY OF AGREEMENT

Section 1: No amendment of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 2: The failure of the Employer or the Union to insist in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of

any such term or provision, and the rights and obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE XXXI

EDUCATION INCENTIVE

Section 1: Employees shall be paid for degrees in criminal justice or other degree programs approved in advance by the Sheriff, as follows:

Associates Degree	\$1,000.00
Bachelors Degree	\$2,000.00
Masters Degree	\$2,500.00

Degrees must be earned at accredited institutions for higher education and amounts due shall be payable as a lump sum, in a separate check, on the first payroll in December. Said payments shall be considered regular compensation solely for pension and retirement purposes to the fullest extent allowable under M.G.L. Chapter 32.

Section 2: Incumbents on July 1, 1989 who hold degrees will be paid the education incentive, even where no prior approval was obtained from the Sheriff.

ARTICLE XXXII

COLLECTIVE BARGAINING AGREEMENT REOPENER

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature and in the event such Agreement contains provisions for across the board salary increases in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

ARTICLE XXXIII

DURATION

This Agreement shall be effective as of July 1, 2014 and shall continue in full force and effect until and including June 30, 2017 or until such time as the terms of a new Agreement are reached and executed, whichever date last occurs but in no event thereafter.

ARTICLE XXXIV DRUG TESTING RULE

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Part 1:	Purpose
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Part 6:	Testing Facility and Procedures Continued
Part 7:	Positive Test Results
Part 8:	Severability

PART 1: Purpose

There shall be established a drug testing/screening program for all employees of the bargaining unit. The program shall be for the purpose of discovering and preventing the use of so called "illegal drugs" as well as for the discovery and prevention of the abuse of legal drugs

such as prescription drugs or other intoxicants. The parties to this article recognize the severe impact the use of illegal drugs or abuse of legal drugs or intoxicants has on correctional and public safety operations. They also recognize that a drug free work environment is healthier and safer for all staff.

PART 2: Testing and Screening

The Employer and Union agree that such drug testing/screening can occur on three separate bases. The first basis is the “reasonable suspicion” that an employee is taking illegal drugs or abusing otherwise legal drugs or intoxicants in an illegal manner. The Employer may also set up a random drug test/screening process for all bargaining unit members. Lastly, all new hires at some point during their probationary year shall be drug tested at least once.

PART 3: Reasonable Suspicion Drug Testing/Screening

Reasonable suspicion testing may be based upon but is not limited to the following:

1. Observable phenomena, such as direct observation of drug use or possession and/or physical symptoms of being under the influence of a drug;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated; or
5. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere “hunches” are not sufficient to meet this standard. Upon a determination of reasonable suspicion the employer shall have the right to require that the employee to submit, without delay, to a drug test/screening. An employee covered by the agreement who refuses to take a drug test/screening pursuant to this article shall face disciplinary action including termination. The refusal to submit to such testing/screening can be used against an employee for matters of internal Sheriff’s Office discipline. An employee who refuses such test/screening will be suspended immediately without pay.

PART 4: Random Drug Testing/Screening

As noted above, the Employer reserves the right to implement a random drug testing/screening process and procedure. Employer shall consult with the Union prior to implementing the process. When the Employer decides to implement such program it will do so in writing setting forth a structure and procedure for said process giving the Union notice of its decision to implement the program.

PART 5: Initial Hiring Testing/Screening

Employer may drug test/screen all new hires either during the hiring process, during the correction officer academy or during that employee's probationary period. Such individuals may be tested more than once during this period. Such testing is at the sole discretion of the Sheriff and/or his designee.

PART 6 Testing Facility and Procedures

Urine samples will be taken by a qualified medical professional at Beth Israel Deaconess/Plymouth 45 Resnik Road, Suite 201, Plymouth, MA 02360 or another medical facility designated by the employer. With the delivery of each specimen, the Employer will designate to the testing laboratory only certain specific drugs for which the specimen is to be analyzed. The testing laboratory will report findings only as to those specific substances contained in the Employer request.

The testing laboratory will not be allowed to know the identity of the subject tested. Strict confidentiality must be maintained throughout the entire testing and reporting process. Results of the test will be sealed and forwarded only to the Sheriff or that person authorized by the Sheriff to receive test results and results will be made known to the employee as soon as possible.

To ensure optimum accuracy, the tests shall be drug specific. The drug abuse test/screening will consist of two (2) tests:

(a) The initial test of each urine sample shall employ a methodology different from the secondary confirmation test.

(b) There will be a secondary confirmation test of any positive findings of specific drugs selected to be screened. That a second test will be of an appropriately higher level to more accurately and definitively verify the results of the first test. The confirmatory test will be conducted within three (3) business days after results of a positive initial test is made known and these results will be made known to the employee within a reasonable time after testing.

(c) When possible and practicable the testing laboratory will make provisions to properly preserve, store and secure enough of the original urine specimen to be reserved and made available for purposes of independent confirmation testing by experts chosen and authorized by the subject-employee.

PART 7: Positive Test Result

Final scientific confirmation of the presence of illegal drugs or the illegal use and abuse of legal drugs and intoxicants shall set in motion the disciplinary process as set out in Sheriff's Office Policy and Procedure 206.01, Employee Discipline & Disciplinary Sanctions, as well as may be covered or included in any other applicable Sheriff's Office policy and procedure and any applicable federal, state, or county, law, regulation, policy or procedure. The range of discipline may include a requirement of appropriate health intervention, discipline and retention or termination. A finding for the employee shall constitute an exoneration of the employee.

PART 8: Severability

The provisions of this regulation are severable and if any of its provision shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

ARTICLE XXXV

PREA

PREA standards the Sheriff's Office and Union are to comply with:

§ 115.17 Hiring and promotion decisions.

(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who—

(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.

(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.

(c) Before hiring new employees who may have contact with inmates, the agency shall:

(1) Perform a criminal background records check; and (2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on

substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.

(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.

(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.

(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.

(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.

(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.

§ 115.76 Disciplinary sanctions for staff.

(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.

(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.

(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.

(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.

This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its terms.

BARNSTABLE COUNTY SHERIFF'S OFFICE UNION:

James M. Cummings, Sheriff

Paul Anacki, President

DATE

DATE

BARNSTABLE COUNTY CORRECTIONAL OFFICERS UNION AGREEMENT
ROLL CALL PROCEDURES

Any Correctional Officers Union member late for Roll Call will not be entitled to Roll Call pay. This will be monitored by the Kronos Time and Attendance System.

This Agreement will not be part of the contract and will be implemented as part of policy and procedure. Employees who are on leaves of 30 days or more shall have their roll call pay pro-rated.

This Agreement will take effect at the commencement of the contract.

**CORRECTIONAL OFFICERS UNION AGREEMENT
MISSION STATEMENT VOLUNTEER AWARDS PROGRAM**

This is to recognize those officers that adhere to our ideals of integrity, compassion, professionalism and teamwork. Specifically, this award will recognize officers that have volunteered to serve in our specialized programs and will maintain the training that is required by their involvement. These programs will be awarded \$500. per year in the last day of June each year. These specialized programs are as follows: detail officer, electronic monitoring officers, water specialist, mounted unit and honor guard. This award will be made in a separate check.

**CORRECTIONAL OFFICERS UNION CONTRACT
BARNSTABLE COUNTY SHERIFF'S OFFICE
SICK, ROLL CALL AND DISCIPLINARY
PERFORMANCE AWARD**

The Employer recognizes all employees of this Bargaining Unit have a responsibility to maintain a high standard of job performance. Annual (fiscal year) eligibility for this incentive shall depend upon the employees (probationary employees are excluded from this award) meeting the minimum standard and the criteria set forth in the paragraph below:

Discipline:

Employee must maintain a disciplinary-free record annually (fiscal year) free of any written form of discipline.

Roll Call:

Employee must attend all scheduled Roll Calls annually (fiscal year). Management will only allow six (6) Roll Calls to be missed annually. All pre-approved scheduled day-offs will not be calculated in this section

Shifts Worked:

Employees must have been compensated for a minimum of 170 shifts worked to be eligible for this award. All pre-approved scheduled day-offs will not be calculated in this section.

Sick:

Employees that maintain six (6) or less sick days annually (fiscal year) will be eligible for this performance award. Excused absences (medical note) will count the same as an unexcused sick day.

Employees that have applied and been approved for the Family Medical Leave Act (FMLA), and employees who are out on Workmens' Compensation shall be exempt from this review for this award.

Annual (fiscal year) eligibility for this incentive shall depend upon the employee having met the criteria set forth in all sections.

The qualification period will run from July 1 to June 30th and shall be reflected in the first pay in August in a lump sum payment of \$1,000 dollars and shall be calculated for retirement purposes only.

This award will be reviewed by the Human Resources Office to determine employees' eligibility to receive this award and a list will be submitted to the Sheriff or his designee for payment annually. It is understood the decision to grant this award to an employee is not grievable or subject to arbitration.

CORRECTIONS OFFICERS CONTRACT
ARTICLE XV
SICK LEAVE

SIDE AGREEMENT

Employees shall be paid for thirty (30%) of their accumulated sick leave upon death or retirement.

