

**AGREEMENT BETWEEN
THE TOWN OF NORTH ATTLEBOROUGH
AND
THE NORTH ATTLEBOROUGH
PATROL OFFICERS' ASSOCIATION,
MASSACHUSETTS COALITION OF POLICE,
LOCAL 550**

(Effective July 1, 2016 – June 30, 2019)

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AGREEMENT

THIS AGREEMENT made effective the first day of July, 2016 by and between the TOWN OF NORTH ATTLEBOROUGH, Bristol County, Massachusetts, (hereinafter called the "TOWN") and the NORTH ATTLEBOROUGH PATROL OFFICERS' ASSOCIATION, MASSACHUSETTS COALITION OF POLICE, LOCAL 550 (hereinafter called the "ASSOCIATION").

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the North Attleborough Patrol Officers' Association, Massachusetts Coalition of Police, Local 550 as the exclusive representative of all full-time patrolmen in the Town's employ for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment subject to negotiations under Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

ARTICLE II

MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the Board of Selectmen or the Chief of the Police Department, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the decisions of the Supreme Judicial Court of Massachusetts, the laws of the United States, the By-Laws of the Town, or any law or order pertinent thereto, except that in the event of any conflict between this Agreement and the By-Laws of the Town, the terms of this Agreement shall take precedence.

ARTICLE III

SENIORITY

(A) Seniority within the North Attleborough Police Department shall commence from the date of appointment as permanent regular full-time members thereof. In the event two or more officers are appointed on the same day, seniority shall be based on Civil Service Examination marks or, if such officers have the same Civil Service Examination marks (or if the officers' Civil Service Examination marks are not available to the Town), upon Police Academy class rank.

(B) Seniority shall not be broken by vacation time, sick leave, injury leave, lay-off of less than six months, suspension, or authorized leave of absence, or any call to Military Service for the duration of such service.

(C) If an employee resigns voluntarily or is discharged for cause, he shall lose all seniority.

(D) In the event of reduction in force, lay-off shall be in inverse order of hiring and any recall to work shall be by seniority.

(E) The Chief will post a shift preference sheet in January of each year. Each officer shall indicate on that sheet his/her first and second shift preferences. The Chief will make shift assignments within thirty (30) days of the posting of the shift preference sheet. The Chief will consider the officers' preferences when making assignments for that year. If an officer with five (5) or more years of employment with the North Attleborough Police Department is not assigned to his/her preferred shift the Chief will, upon the officer's request, provide the officer with a written explanation of why he/she was not assigned to his/her preferred shift. The Chief will also review the officers' preference sheets when filling any long-term shift vacancies that occur during the course of a year.

(F) Each patrol officer shall serve a twelve (12) month probationary period during which her/his employment may be terminated without recourse to the grievance and arbitration procedure of this Agreement. A newly hired officer's probationary period shall commence upon her/his successful completion of a Municipal Police Training Committee certified Academy to which s/he has been sent by the Department. The probationary period for a lateral transfer or reinstated officer shall commence upon her/his date of hire (or re-hire) by the Department.

ARTICLE IV

SPECIAL LEAVE

Subject to the approval of the Chief, each employee in the bargaining unit shall be granted special leave with pay for any shift for which he is able to secure another officer to work in his place. This leave shall be allowed provided the substitution does not impose an additional cost on the Town with regard to the payment of salaries and wages. The Officer in Charge of the shift in which the substitution shall take place shall be notified twenty-four (24) hours prior to its becoming effective, except in the case of an emergency; then notification may be made on a shorter term. Neither the Town nor the Chief of Police is to be held responsible for enforcing any agreement between employees.

ARTICLE V

UNIFORMS

(A) The Chief of Police shall supply the permanent full time members of the force with adequate uniforms and shall include in his budget an appropriation for the following items:

The Chief will establish an account in the amount of \$400.00 for uniforms for each newly-appointed patrolman in his name and an account in the amount of \$450.00 for the maintenance and replacement of uniforms for each other employee in the bargaining unit in his name. All purchases for a particular officer shall be charged against his account. Each account shall be expended yearly. It is understood that upon the request of an officer the Chief shall purchase in his behalf a "bullet proof vest" of the Officer's choosing, from that officer's account for the maintenance and replacement of uniforms. The Town agrees that the replacement of vests is the financial responsibility of the Town and the associated cost may not be taken from the employee's annual uniform account.

(B) The decision as to whether a coat and collar shall be worn by all officers on a particular day's shift and the particular hat to be worn by all officers on that shift shall be decided by the majority vote of all officers (including superior officers) working that shift on that day. Should the vote result in a tie the shift commander shall decide whether a coat and/or collar and which hat shall be worn by all officers.

(C) All police officers shall wear vests, commonly referred to as bullet proof vests, provided by the Town when in uniform and on duty, including while performing detail work, with the sole exception of traffic details, and with the exception of detectives and plain clothes officers where the officer may use his/her discretion as to whether or not to wear the vest. Vests will be worn under the officers' shirts or externally in carriers that replicate their uniform shirt.

ARTICLE VI

EXTRA PAID DETAILS

There shall be a requirement for a police officer in all instances where there is a street opening or any work to be done on a public way or at any public function at the discretion of the Chief of Police. It is agreed that those officers who are working such paid details do so on their off-duty time or on any time when they are not specifically scheduled to work in the Police Department.

(A) All extra paid details shall be assigned by the Chief of Police or his designee, regardless of who the employer might be. The Chief or his designee shall maintain a record of all such assignments, including the amounts of money received therefrom by the employees. All such paid details shall be so far as

possible distributed evenly among permanent full-time officers, if physically fit, according to the procedures contained in this article.

- (B) Barring a demonstrable personal incapacity or a family emergency, any officer who cannot fulfill his work assignment shall notify the Chief or his designee at least twenty-four (24) hours prior to the starting time of the detail so that another officer can be assigned. Failure of an officer to provide timely notice of his/her inability to work the detail will result in the scheduled hours for that detail being charged to the officer as “hours worked” for purposes of Section D, below. In any event, no person shall accept an assignment unless the same is made by the Chief or his designee.
- (C) The Chief or his designee shall compile and maintain an active list of all permanent full-time and reserve officers who desire to work extra paid details. All permanent full-time officers shall receive preference over reserve officers in filling extra paid details and only upon exhausting the list of available full-time officers will reserve officers be utilized for such details. All officers requesting to be placed on the paid detail list shall provide the department with a primary contact number which shall be the only contact number utilized to fill available paid details.
- (D) Extra paid details shall be filled using an hours-worked basis, regardless of rank or seniority. The detail officer shall maintain a list of full-time officers, ranked by hours of paid details worked, to be utilized in filling all available paid details. In the case of officers with equal hours worked, seniority shall be the next determining factor. It is understood that the accumulated hours list is not exact, but must be regularly updated and may require estimations to be made. As such, any perceived errors are to be brought to the attention of the detail officer. The accumulated work hours shall be returned to zero semi-annually on January 1 and July 1.
- (E) The detail officer shall provide daily “interest” sheets. Full-time officers interested in working paid details shall indicate when they desire to work by signing the appropriate daily sheet. These daily sheets will then be the call list when filling that day’s paid details. Officers interested in working must sign-up for the appropriate day to receive consideration. Full-time officers may also submit to the detail officer a weekly request list for recurring details prior to the filling of expected details. The detail book, daily sheets and hours worked/phone number list shall be maintained in an area readily accessible to all full-time employees.
- (F) “Bumping” of full-time officers off any paid detail will not be allowed, regardless of rank or seniority. In the event of an assignment error (i.e. hours error, listed officer overlooked), the detail officer is to be notified immediately to remedy the situation. Reserve officers are not afforded this protection.

- (G) In the event of a public safety emergency, as determined by the Chief or his/her designee, the parties acknowledge that an officer may be re-assigned from detail responsibilities to regular police duties.

The Chief (or his designee) reserves the right to transfer officers among details when a sufficient number of officers is not available for all details and when in his judgement public safety concerns require that the details be prioritized and detail officers assigned to the higher priority details.

- (H) No assignment of an extra paid detail shall be made until the entity requesting the detail has agreed to pay the rate set forth herein for a minimum of four (4) hours pay each day. Effective July 1, 2017, the hourly rate for extra paid details will be the same detail rate as the supervisors: Top Step Sergeant time and ½, plus \$6. .

Subject to the exceptions listed in the following sentences, an officer who works on a detail for longer than four (4) hours but for less than eight (8) hours shall be paid an amount equal to eight (8) hours' pay at the above hourly rate for details (provided that the officer works on the detail until he/she is released from the detail). The previous sentence shall not apply (1) to details worked for any Town department (including NAED) (2) to details worked on a project for another entity when that other entity is under contract to the Town to perform that project, (e.g. when a private contractor performs road work under contract to the Town) or (3) to regularly scheduled details worked at the Showcase Cinema or the Emerald Square Mall (i.e. details regularly scheduled for Friday, Saturday and Sunday at the Showcase Cinema and details regularly scheduled for Friday nights at the Mall, as well as Christmas details at the Mall). Moreover, the eight (8) hours payment shall not apply if an officer does not work for the duration of the detail. If an officer leaves prior to the completion of the detail, he/she will be paid only for the number of hours that he/she has actually worked. In addition, an officer who reports to complete the detail will be paid only for the number of hours that he/she has actually worked and will not be eligible to receive either the four (4) hour minimum or the eight (8) hour minimum.

ARTICLE VII

SICK LEAVE, TEMPORARY MODIFIED DUTY

Section 1.

The payment of compensation to employees who are absent from work because of non-occupational sickness or injury or exposure to contagious disease shall be subject to the following provisions:

- (A) Employees having six months to one year of continuous full-time employment shall be entitled to paid sick leave of six working days in the fiscal year; those having one to two years of continuous employment shall be entitled to twelve such days; and those having two years or more of continuous employment shall be allowed

eighteen such days. A doctor's certificate may be required if an employee claims paid sick leave for three or more consecutive days or evidences a potential pattern of sick leave abuse, generally defined as claiming paid sick leave for more than five incidences of absence due to illness in any twelve month period. For purposes of this section, "incidence of absence due to illness" shall mean any continuous absence due to illness of one day or more (i.e. any one period of absence will be only one "incidence" whether one day, three days or several months.)

(B) No extension of accumulated sick leave shall be granted by any person, agency, or board, except as provided at sub-section (D), below.

(C) Annual sick leave may be accumulated by employees covered by this Agreement to a total of 150 days.

(D) For a police officer to be eligible for an additional amount of sick leave beyond the total accumulated maximum, the following conditions must be satisfied:

- (1) The police officer must have had the total accumulated maximum leave available at the beginning of the fiscal year period in which the continuous disability begins.
- (2) In the three fiscal years immediately preceding the fiscal year in which the disability commences, the average number of sick leave days did not exceed five days per fiscal year.
- (3) The absence must be continuous for any one illness or injury, which must be verified by a licensed physician.

The number of days which may be used for such illness or injury are:

$$18(n - 1) - m = \text{number of additional sick days}$$

Where n = number of years of continuous employment

m = maximum accumulated days allowed under the contract.

(E) An officer will, during each contract year (July 1 – June 30), be allowed to use up to five (5) days of his/her accrued sick leave in attending to the illness of a member of his immediate family. For purposes of this sub-section, "immediate family" shall include the officer's mother, father, sister, brother, wife, husband, child, parent-in-law, grandparent, grandparent-in-law, grandchild, or other family member who resides in the officer's household. When taking a sick leave day to attend to the illness of an immediate family member, the officer will be required, when notifying the Department that he/she is taking a sick day, to specify the person whose illness he/she is attending to.

Section 2.

Effective July 1, 2006, a sick leave incentive plan will provide to each officer a payment of \$150 for any quarter of the year (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) without use of any sick leave. Payments shall be made on the second pay day in the months of April, July, October and January for the preceding quarter. An employee who takes a leave of absence at any time during the quarter, or who is on paid injured leave for more than four of his/her regularly scheduled work shifts during the quarter, shall not be eligible for the above payment for that quarter.

Section 3: Temporary Modified Duty

At the Chief's discretion an employee who is incapacitated for full duty because of illness or injury (work related and non-work related) may be provided with a temporary modified duty assignment which may include a reduced or different schedule consistent with such employee's restrictions as determined by the employee's treating physician and/or the Town's medical professional. The Chief has the sole discretion to provide, continue and discontinue a temporary modified duty assignment and such discretion shall not be subject to grievance or arbitration. An officer will only be required to return to modified duty from injured on duty leave if the officer so requests.

ARTICLE VIII

BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to five (5) days' leave without loss of pay, the last day of any such leave to be the day of the funeral or memorial service. Immediate family shall include mother, father, sister, brother, wife, husband, child, parent-in-law, grandparent, grandparent-in-law, grandchild, sister-in-law or brother-in-law. This leave will not be counted against sick leave.

ARTICLE IX

HOURS OF WORK, OVERTIME, AND COURT TIME

(A) The normal schedule of a full-time patrol officer working in the patrol division shall be a recurring schedule consisting of four (4) consecutive days of duty followed by two (2) consecutive days off. Officers assigned to the following divisions will work an administrative schedule of five (5) consecutive days of duty followed by two (2) consecutive days off: Detectives, Court Officer or DARE Officer.

An officer assigned to an administrative schedule will be granted the day off if a holiday falls on a day that the employee is scheduled to work.

A normal tour of duty will be eight (8) hours in duration including, where practicable, a 30 minute meal break.

(B) The permanent full-time officer shall receive compensation for hours worked in excess of his established cycle (excluding court time) at time and one-half determined by dividing the weekly rate by forty (40) to compute a straight time hourly rate. Permanent full-time officers shall have preference with respect to all patrolman's overtime opportunities. Such opportunities shall be distributed, as far as practicable, fairly and equitably among all permanent full-time officers. It is understood that the above language shall not prevent the Town from employing civil service permanent intermittent officers and, up until 30 days after the Civil Service Commission has certified a list from which permanent intermittent officers may be selected, reserve officers, so-called, so long as they are employed on a full-time basis. "Overtime opportunities" shall not include hours or shifts worked by such reserve officers and permanent intermittent officers as part of their normal 40 hour work week.

An officer will be allowed to accrue compensatory time, rather than being compensated for overtime as described in the above paragraph, but in only the following limited circumstances:

- (A) When an officer is ordered by the Chief or his designee to work certain hours (such as when an officer is involuntarily held over at the end of his/her scheduled shift or is ordered by the Chief to work certain hours and cannot decline that work), the officer may elect compensatory time, rather than overtime compensation, for the hours that the officer works.
- (B) When the Chief offers a non-mandatory training opportunity to an officer, the Chief may offer that opportunity conditioned upon the officer's agreement to take compensatory time, rather than overtime compensation, for the time spent in that training. (While the Chief may choose to allow compensatory time for a non-mandatory training opportunity, he shall be under no obligation to provide compensatory time or overtime compensation when attendance at the training opportunity is truly voluntary.)

In those circumstances, above, where compensatory time is allowed, an officer will earn compensatory time on the basis of one and one-half (1½) hours of compensatory time for each hour worked. Compensatory time must be taken in increments of four (4) hours or more and may only be taken at a time when the employee's absence will not result in the Department incurring overtime expense.

(C) Any officer on duty at night or on vacation, military furlough or a day off who attends as a witness or in another capacity in the performance of his duty in a civil or criminal matter in any cases pending in any district court, juvenile court or any Superior Court, or before any Grand Jury proceedings, or in conferences with the District Attorney or Assistant District Attorney, or at any pre-trial conference or any other related hearing or proceedings, or who is required or requested by the Town, County, State or Federal government, or any of the subdivisions or agencies of any of the foregoing, or who attends as a witness or in another capacity in the performance of his duty for the Government of the United States, Commonwealth or the Town in a criminal or other case

pending in a Federal District Court, or before a Grand Jury proceeding or a United States Commission, or in conference with the United States Attorney or Assistant United States Attorney, or at any pre-trial conference or any other related hearings or proceedings, shall be entitled to overtime compensation at the rate of three hours minimum at time and one-half and time and one-half thereafter.

An officer shall be notified of the cancellation of a scheduled court appearance at least sixteen (16) hours prior to the scheduled start of that appearance so long as the Department has been notified of the cancellation at least eighteen (18) hours prior to the scheduled start of the appearance. If the Department is unable to reach an officer personally (by telephone or other personal communication), notification shall be effected by leaving a note at the officer's last known place of abode.

(D) All officers shall be entitled to a lunch break of one-half (1/2) hour duration during each full tour of duty. Such lunch break shall be taken as close as possible to the middle of the officer's tour, at a time chosen by the officer. All lunch breaks shall be a full one-half (1/2) hour in duration, unless the unavoidable needs of the Department make it necessary for the shift commander to call the officer away from his lunch. In such instance, the officer shall be entitled to complete his lunch break later in his tour. The number of officers allowed to take their lunch breaks at the same time shall be determined by the shift commander, based on operational needs at the time.

ARTICLE X

HOLIDAYS

(A) Each permanent full-time police officer shall be eligible to receive, as holiday pay, one day's pay at his/her regular straight time daily rate for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Holiday pay shall be in addition to the officer's regular weekly compensation.

(B) No compensatory time off shall be granted for persons who are on duty on a holiday.

(C) For each of the above holidays each member of the bargaining unit shall have the option of accepting pay for said holiday as described at Section 1, above, or the option of receiving one additional day of vacation leave in lieu of such payment.

(D) An officer who wishes to receive a vacation day in lieu of payment for a holiday will be required to provide the Chief of Police with written notice to that effect, on the modified “vacation/swap/holiday vacation/personal day” form at least forty-eight (48) hours prior to the officer’s requested day off. The vacation day may not be taken until the day of observance of the holiday, except that an officer will be permitted to take the vacation day for the Memorial Day holiday before or after the day that the holiday is observed. All such vacation days must be taken within the fiscal year during which they were earned. The procedure for usage of such vacation days (including the limits on the number of officers on any shift who may take vacation) shall be in accordance with Article XIV and current practice. If an officer does not provide timely notice that he/she is electing a vacation day, he/she will be considered to have elected payment for the holiday.

(E) On the second regular payday following July 1 of each year, each officer shall receive payment in a lump sum for each of the holidays during the preceding fiscal year for which he/she chose to accept holiday pay (in lieu of vacation time).

ARTICLE XA

PERSONAL LEAVE

Each employee shall be permitted three (3) days of leave with pay each fiscal year to attend to personal matters. Such leave must be scheduled with the approval of the Chief at least twelve (12) hours in advance and be taken for a shift when the employee will not need to be replaced and when the employee’s absence will not result in the Department incurring overtime expense. Requests for vacation leave shall take precedence over requests for personal leave. A request for personal leave will not be granted if the maximum allowable number of patrol officers (from Article XIV, (F)(1) or (2)) have selected vacation leave for that shift. Thus, no request for personal leave may be approved by the Chief until forty-eight (48) hours prior to commencement of the shift for which leave is requested.

ARTICLE XI

TEMPORARY SERVICE OUT OF RANK

A permanent full-time police officer who is assigned to temporary service in a higher rank shall, commencing with the fourth consecutive tour of duty in such higher rank, be paid for such service as if promoted to such higher rank.

ARTICLE XII

DISCIPLINARY ACTION

No permanent full-time employee shall be removed, dismissed, discharged, suspended or disciplined in any manner except for just cause. At any hearing on charges issued or in any investigation in which the employee's job is in jeopardy, the police

officer will have an opportunity to be represented by legal counsel of his choice, provided, in no event shall an interrogation of the employee be unreasonably delayed for such reason.

ARTICLE XIII

INSURANCE

(A) As of the effective date of this 2016-2019 Agreement, the Town was offering the health plans listed below, and was contributing toward the premium cost of Individual and Family coverage for those plans at the percentage rates listed below:

<u>Health Plan</u>	<u>Town Contribution Toward Premium Cost for Individual Coverage</u>	<u>Town Contribution Toward Premium Cost for Family Coverage</u>
Network Blue New England Value (HMO)	88.08%	75%
Blue Care Elect Enhanced Value (PPO)	75%	75%

It is understood that should the Town decide to discontinue offering the above plans and replace them with such other plans as the Board of Selectmen deems appropriate, or should the Town decide to change its percentage contribution toward such plans or implement contribution rates for any new health plans, the Town will observe all applicable collective bargaining obligations with respect to such changes.

(B) The Town will provide life insurance for each employee in the amount of five thousand dollars (\$5,000), with the premiums to be paid for 75% by the Town and 25% by the employee.

(C) Health Insurance Opt-Out Incentive:

Effective July 1, 2017, an employee who has been obtaining group health insurance through a plan offered by the Town as of July 1, 2016 and who elects to opt-out of such plan starting with Fiscal Year 2018 shall receive an opt-out incentive in accordance with the payment schedule below provided that such employee:

- provides proof of health insurance coverage not sponsored/provided by the Town of North Attleborough (“Town” or the North Attleborough Public Schools (“School”), and

- remains off of all plans offered by the Town/School throughout the year (An employee whose spouse is employed by or retired from the Town or the North Attleborough Public Schools and who has health insurance through the Town/ Public Schools shall not receive the incentive if such employee is covered as a dependent on his/her spouse's plan.)

Payment Schedule: An employee who has satisfied the requirements above and who remains off of a Town sponsored health insurance plan for the entire fiscal year shall receive an annual payment in July for the prior fiscal year in which the employee remained off of the plan in accordance with the following schedule:

<u>Opt-out Incentive</u>	<u>Annual Payment</u>
For Individual Plan	\$ 750.00
For Family Plan	\$1,500.00

An employee who has opted out of the Town's plan and who has a COBRA qualifying event during the year s/he has opted out of the plan may return to the Town plan as provided by COBRA but shall not be eligible for the Annual Opt-Out incentive payment the following July.

ARTICLE XIV

VACATION LEAVE

(A.1) Subject to Section (B), below, employees who commenced employment as Police Officers for the Town of North Attleborough on or before June 30, 2017 and who are in continuous service shall be granted annually, as of July 1, shifts of paid vacation in accordance with the following schedule and allowed to take those shifts of vacation in units of whole shifts or multiple whole shifts:

<u>Years Completed Prior to July 1</u>	<u>Shifts of Vacation</u>
1 year but less than 5 years	10
5 years but less than 10 years	15
10 years but less than 15 years	20
15 years but less than 22 years	25
22 years and over	30

(A.2) Subject to Section (B), below, employees who commenced employment as Police Officers for the Town of North Attleborough on or after July 1, 2017 and who are in continuous service shall be granted annually, as of July 1, shifts of paid vacation in accordance with the following schedule and allowed to take those shifts of vacation in units of whole shifts or multiple who shifts:

<u>Years Completed Prior to July 1</u>	<u>Shifts of Vacation</u>
1 year but less than 5 years	10
5 years but less than 10 years	15

10 years but less than 20 years	20
20 years and over	25

(B) Notwithstanding the provisions of Section (A), an employee shall accrue ten (10) shifts of vacation leave on his/her first (1st) anniversary of employment. That vacation leave must be used prior to the succeeding July 1. Thereafter, he/she will accrue vacation on July 1 of each year in accordance with Section (A), above. After an employee has completed six (6) months of employment, he/she will be permitted to use up to five (5) shifts of the vacation that he/she will accrue on his/her first (1st) anniversary of employment.

(C) Vacation leave may be taken at any time after the commencement of the fiscal year, subject to advance approval and scheduling by the Chief of Police. Vacation selection shall be determined on a seniority basis.

(D) Vacation leave time may not be accumulated from year to year, and no compensation will be paid in lieu of vacation.

(E) An officer will be permitted to carry over up to five (5) days of vacation leave into the following fiscal year, provided that it is used within the first thirty (30) days of that following fiscal year.

(F) The following standards will govern the use of vacation leave:

- 1.) On any regular shift (i.e. 12-8 shift, 8-4 shift or 4-12 shift) up to a maximum of two (2) patrol officers assigned to that shift will be allowed to take vacation leave on any particular day.
- 2.) On any swing shift or overlap shift (e.g. the 10-6 shift or the 6-2 shift) up to a maximum of one (1) patrol officer assigned to that shift will be allowed to take vacation leave on any particular day.
- 3.) In determining the maximum number of patrol officers for purposes of Sections 1 and 2, above, superior officers, as well as any patrol officer who is assigned to work as a detective, court officer or DARE officer on the day or days for which vacation is requested, shall not be counted. Also, swaps will not be counted.
- 4.) Requests for vacation leave must be submitted in writing to the officer's Shift Commander (or the Shift Commander's designee) at least forty-eight (48) hours prior to the start of the shift for which vacation is requested. Vacation selection is generally governed by seniority. Except for vacation taken in blocks of four (4) or more consecutive vacation days in accordance with the following paragraph, a senior officer may at any time (up to forty-eight (48) hours prior to the

commencement of the subject shift) “bump” a junior officer who has previously requested vacation leave for a particular shift or shifts.

Notwithstanding the fact that vacation selection is generally governed by seniority, it is agreed that an officer who has requested a block of four (4) or more consecutive vacation days and has submitted written application therefor to the Chief at least thirty (30) days prior to the first shift of vacation requested, will not have his request pre-empted by the request of a senior officer unless the senior officer has, at least thirty (30) days prior to the commencement of the vacation period requested by the junior officer, requested vacation for one or more of the shifts requested by the junior officer. If a senior officer timely requests vacation for one or more of the shifts in the block of shifts requested by the junior officer, the junior officer will retain preference for the remainder of the shifts in the block of shifts not selected by a senior officer at least thirty (30) days prior to the commencement of the requested vacation period. (For purposes of this paragraph, in determining whether vacation days are “consecutive” an officer’s scheduled days off shall be disregarded.)

- 5.) An officer who had requested vacation leave may cancel his vacation request provided that he submits the cancellation request in writing to his/her Shift Commander (or the Shift Commander’s designee) at least forty-eight (48) hours prior to the start of the shift for which vacation had been requested. (It is understood that if a second officer had been scheduled to work an overtime shift to replace the officer who cancelled his vacation request, and if the cancellation of the first officer’s vacation request would result in the cancellation of the second officer’s overtime shift, the second officer shall be notified of the cancellation of his overtime shift at least sixteen (16) hours prior to the starting time of that shift.)
- 6.) The Chief reserves the right to limit or revoke the approval of vacation leave in cases of emergency or unforeseen circumstances. The Association agrees that the Chief’s determination of an “emergency” or “unforeseen circumstances” shall not be reviewable under the Agreement’s Grievance Procedure (Article XX) or at arbitration.
- 7.) It is understood that in exceptional cases the Chief may, in his unreviewable discretion, grant a patrol officer’s request for a vacation day despite the fact that (1) by granting the request the number of patrol officers on that shift on vacation on that day would exceed the maximum for that shift specified at Section 1 or 2, or (2) the officer had not provided the forty-eight (48) hours’ notice required by Section 4. The Association

agrees that the Chief's granting of a vacation request in either circumstance shall not establish a precedent and shall not be admissible in any grievance or arbitration proceeding between the parties.

- 8.) Should the Town add any additional shifts to those shifts currently offered (12 – 8, 8 – 4, 4 – 12, 10 – 6, 6 – 2) or should it eliminate any of those shifts, the Town will be required to bargain with the Union regarding the impact of the change upon the number of officers permitted to take vacation on any day.

(G) An officer may take vacation leave in half-day increments subject to the following limitations:

- 1.) Half-day increments may be taken for only the first four (4) hours or the final four (4) hours of a scheduled shift.
- 2.) If an officer takes vacation leave for the first four (4) hours of a shift, he/she will be responsible for obtaining his/her assignment and being in his/her assigned cruiser prior to the beginning of the fifth (5th) hour of that shift.
- 3.) If an officer takes vacation leave for the final four (4) hours of a scheduled shift, he/she shall not leave his/her assigned area until the first four (4) hours of that shift have ended. Moreover, an officer who is involved with an on-going police incident at the time that his/her half-day of vacation is scheduled to begin will not be allowed to leave that incident until it has been resolved or until he/she has been relieved at the site of that incident.
- 4.) Half-day vacations shall be controlled by the standards governing the use of vacation provided at Section (F), above. An officer on a half-day vacation shall count the same as an officer on a full day of vacation for determining the maximum number of patrol officers for purposes of Section F (1) and (2). Until forty-eight (48) hours prior to the start of the eight (8) hour shift during which a half-day vacation is scheduled, an officer who requests a full day of vacation for that shift may “bump” another officer’s scheduled half-day of vacation.

ARTICLE XIVA

MILITARY LEAVE

(A) An employee in full-time employment serving in the military reserve shall be paid his/her regular rate of compensation while on active duty for annual reserve training not to exceed two (2) weeks.

(B) An employee of the Town who is a member of the National Guard or a Military Reserve Component of the United States Armed Forces and who is called-up to

active duty during a national emergency shall for the duration of the period that he/she is activated be paid the difference between his/her regular weekly straight-time compensation and the total weekly compensation that he/she received for such military services. Such individual shall also be eligible to continue his/her participation in the Town's group insurance programs and the Town shall continue to pay its contribution toward the premium cost of such coverage during the period that he/she is on active duty.

ARTICLE XV

WAGES AND COMPENSATION

(A) Salary Schedules

The following weekly salary schedule shall be effective 7/1/16:					
Entrance	Step A	Step B	Step C	Step D	Step E
870.91	909.24	949.24	991.00	1,034.62	1,080.13

The following weekly salary schedule shall be effective 7/1/17:					
Entrance	Step A	Step B	Step C	Step D	Step E
888.33	927.42	968.22	1,010.82	1,055.31	1,101.73

The following weekly salary schedule shall be effective 7/1/18:					
Entrance	Step A	Step B	Step C	Step D	Step E
906.10	945.97	987.58	1,031.04	1076.42	1123.76

The following weekly salary schedule shall be effective 6/30/19:					
Step A	Step B	Step C	Step D	Step E	Step F
945.97	987.58	1,031.04	1,076.42	1,123.76	1,157.47

(B) The compensation rate for an officer who has not completed the course of study at the police academy will be set at ninety-three percent (93%) of the Entrance rate set forth at Section (A). Notwithstanding the above sentence, an officer shall be compensated at the Entrance rate while actually attending the police academy.

Effective July 30, 2019, the compensation rate for an officer who has not completed the course of study at the police academy will be set at ninety-three percent (93%) of the Step A rate set forth at Section (A). Notwithstanding the above sentence, an officer shall be compensated at the Step A rate while actually attending the police academy.

(C) Employees will become eligible for step increases as follows:

Step A: 6 months from date of hire

- Step B: 12 months after first payment in Step A or 18 months from date of hiring, whichever comes first
- Step C: 12 months after first payment in Step B or 30 months from date of hiring, whichever comes first
- Step D: 12 months after first payment in Step C or 42 months from date of hiring, whichever comes first
- Step E: 12 months after first payment in Step D or 54 months from the date of hiring, whichever comes first.

Effective June 30, 2019, employees will become eligible for step increases as follows:

- Step A: Upon hire
- Step B: 6 months from date of hire
- Step C: 12 months after first payment in Step B or 18 months from date of hiring, whichever comes first
- Step D: 12 months after first payment in Step C or 30 months from date of hiring, whichever comes first
- Step E : 12 months after first payment in Step D or 42 months from date of hiring, whichever comes first
- Step F: 12 months after first payment in Step E or 54 months from the date of hiring, whichever comes first.

(D) Persons may be hired at Step A only if the Chief of police has determined that they are qualified, subject to the approval of the Human Resources Administrator. Persons may be hired at Step B and C under the same conditions, with the additional approval of the Board of Selectmen.

(E) Fees for law enforcement seminars, as approved by the Chief of Police, shall also be paid for by the Town. Payment hereunder shall be made to the extent such costs are not paid by the state or federal government.

(F) Permanent full-time officers regularly assigned to a night shift (i.e. a shift that begins at or after 4:00 p.m. and ends at or before 8:00 a.m.) shall receive in addition to their base pay a night shift differential of seven percent (7%) of their base pay. Such differential shall be paid only when an officer is assigned to a night shift for one week or more. Said differential shall be included in the computation of the overtime rate for

officers who are regularly assigned to night shifts. Effective July 1, 2017, the night shift differential shall increase from seven percent (7%) to eight percent (8%).

(G) Officers designated as detectives will receive an annual detective differential of \$500. A detective who is assigned to standby duty for a week shall be paid a weekly standby allowance of \$150. It is understood that during the week a detective is on standby duty he/she shall at all times (unless he/she has arranged with another detective to “cover” for him/her) carry a beeper or similar device and be available to respond within one (1) hour to any call that he/she might receive.

(H) A. Officers Appointed Prior to January 1, 2013

Members of the bargaining unit who were appointed to positions as full-time police officers with the North Attleborough Police Department prior to January 1, 2013 shall be entitled to educational incentive payments based upon the attainment of the following degrees in criminal justice or law enforcement (or the Juris Doctor degree). Such educational incentive payments shall reflect the following percentages of the officer's base salary:

DEGREE	Percentage of Officer's Base Salary
Associate Degree	10%
Bachelor's Degree	20%
(1) Master's Degree or	25%
(2) Juris Doctor degree <u>plus</u> Massachusetts bar examination passage	

"Base salary" shall include only the officer's base pay derived from the annual salary schedule contained at Article XV, Section (A).

B. Officers Hired After January 1, 2013

Members of the bargaining unit hired into full-time police officer positions with the North Attleborough Police Department after January 1, 2013 shall not be entitled to payments under the preceding paragraphs but shall, instead, be eligible for annual educational incentive payments in accordance with the following schedule pursuant to which an officer's annual incentive payment is based upon his/her degree status and step on June 30 of the preceding contract year. Qualifying degrees must be in criminal justice or law enforcement:

	Patrolman Ent.	Patrolman A	Patrolman B	Patrolman C	Patrolman D	Patrolman E
Assoc	2,102	2,195	2,291	2,392	2,497	2,607
BS	4,204	4,389	4,583	4,784	4,995	5,215
Masters	5,256	5,487	5,728	5,980	6,243	6,518

Effective July 1, 2017, the educational stipends shall be as follows:

	Patrolman Ent.	Patrolman A	Patrolman B	Patrolman C	Patrolman D	Patrolman E
Assoc	2,202	2,295	2,391	2,492	2,597	2,707

BS	4,304	4,489	4,683	4,884	5,095	5,315
Masters	5,356	5,587	5,828	6,080	6,343	6,618

Effective July 1, 2018, the educational stipends shall be as follows:

	Patrolman Ent.	Patrolman A	Patrolman B	Patrolman C	Patrolman D	Patrolman E
Assoc	2,302	2,395	2,491	2,592	2,697	2,807
BS	4,404	4,589	4,783	4,984	5,195	5,415
Masters	5,456	5,687	5,928	6,180	6,443	6,718

Effective June 30, 2019, the educational stipends shall be as follows:

	Patrolman A	Patrolman B	Patrolman C	Patrolman D	Patrolman E
Assoc	2,395	2,491	2,592	2,697	2,807
BS	4,589	4,783	4,984	5,195	5,415
Masters	5,687	5,928	6,180	6,443	6,718

C. Provisions Applicable to Officers Hired Before and After January 1, 2013

Payment will be based upon the degree status of the officer on June 30 of the preceding contract year. Payments will be made on a weekly basis. For years that have fifty-two pay periods, weekly payments will be 1/52nd of the annual total. For years that have fifty-three pay periods, weekly payments will be 1/53rd of the annual total.

Eligible officers will begin to receive weekly payment of the incentive upon approval of this Agreement by Town Meeting. Such officers will thereafter be paid retroactive payments to July 1, 2012 but such retroactive payments will be reduced by the amount of career incentive payment paid to the officer in or around the first week of December under the parties' prior collective bargaining agreement.

The parties agree that career incentive payments shall not be included in the calculation of a member's overtime rate, or in the calculation of holiday pay, extra paid detail rate, night differential or any other benefits or differentials under this agreement.

To be eligible for such payments, the degree must be granted by an educational institution whose criminal justice or law enforcement program has been approved by the Massachusetts Board of Higher Education pursuant to M.G.L. c. 41, Section 108L, except that a juris doctor degree must be granted by a law school accredited by the New England Association of Schools and Colleges.

(I) Permanent full-time officers regularly assigned to the 10:00 a.m. to 6:00 p.m. "swing shift" shall receive in addition to their base pay a shift differential of three and one-half percent (3½%) of their base pay. Such differential shall be paid only when an officer is assigned to that shift for one week or more. The differential shall be

included in the computation of the overtime rate for officers who are regularly assigned to that shift.

(J) It is agreed that any officer who leaves the Department’s employ within thirty-six (36) months of the date that he/she completes the Police Academy shall be responsible for reimbursing the Town for the following percentage of the costs of his/her Academy Training:

Period Completed between Completion of Academy Training and End of Town Employment	Percentage of Academy Training Costs to be Reimbursed
Less than twelve (12) months	80%
At least twelve (12) months but less than twenty-four (24) months	60%
At least twenty-four (24) months but less than thirty-six (36) months	40%

The officer’s “Academy Training Costs” shall include all Academy tuition charges incurred by the Town and all paper and electronic books and study aides, uniform items, equipment, tools, and materials paid for or supplied by the Town.

(K) Effective July 1, 2018, officers shall receive a stipend of \$1,250 per fiscal year as hazardous duty pay.

(L) Direct Deposit, Electronic Pay Advisories, Bi-Weekly Pay, and Friday pay day

Direct Deposit: Effective with the first pay period 90 days after June 6, 2016, all employees shall receive their pay through direct deposit.

Electronic Pay Advisories: Effective with the first pay period 90 days after June 6, 2016, the Town may provide employees with electronic pay advisories in lieu of paper paystubs.

Bi-weekly pay: The Union agrees that the Town has satisfied its bargaining obligations with respect to paying employees on a bi-weekly basis and the Town agrees to provide the union and employees with ninety (90) calendar days’ notice prior to implementation of bi-weekly pay.

Friday pay day: Effective on or after July 1, 2017, the Town may pay employees on Fridays instead of Thursdays.

The parties understand and agree that employees shall provide direct deposit information to the payroll office four weeks in advance of the implementation date to enable the Town to set up direct deposit for their paychecks in accordance with this provision.

ARTICLE XVI

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for a limited period not to exceed three (3) months shall be granted for good and sufficient reason, and such leaves shall be extended or renewed for an additional nine (9) months at thirty (30) day intervals. Approval of all leaves shall be by the Town's Human Resources Administrator.

ARTICLE XVII

HEALTH AND SAFETY

Upon request by the Association, the Chief of Police will meet with Association representatives within 14 days to discuss matters related to the general health and safety of employees. The Town shall endeavor to provide efficient and safe equipment and material to protect the health and safety of the employees.

ARTICLE XVIII

NONDISCRIMINATION

Neither the Town nor the Association will discriminate against any employee on account of participation or non-participation in Association activities. Neither the Town nor the Association will discriminate against any employee on the basis of any of the classifications protected by Chapter 151B of the Massachusetts General Laws.

ARTICLE XIX

ANNUAL PHYSICAL EXAMINATION

All permanent full-time members of the Police Department shall have an annual physical examination to be determined by the Town, by a physician designated by the Town, and at Town expense. An officer whose physical examination occurs during his/her off-duty time shall be paid four (4) hours' pay at time and one-half his/her straight time hourly rate.

ARTICLE XX

GRIEVANCE PROCEDURE

(A) The purpose of this procedure is to grant recognition to the mutual obligation of the Town and the Association to achieve amicable expeditious solutions to the problems

which may arise regarding the interpretation or application of the provisions of this Agreement. The purpose of the procedure is also to provide prompt adjustment of grievances by the Town and the Association.

(B) A grievance is defined as any dispute or controversy between the parties as to the application of the specific provisions of this Agreement.

(C) Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

(1) Step 1. The aggrieved employee shall first present his/her grievance in writing to the Chief of Police within ten (10) calendar days of the occurrence or failure of occurrence giving rise to the grievance. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The Chief of Police or Captain shall advise the aggrieved employee of his decision concerning the grievance within ten (10) calendar days after the grievance is presented.

(2) Step 2. If the Chief or Captain denies the grievance or does not respond within ten (10) days of receipt of the grievance, the aggrieved employee or the Association may, within ten (10) calendar days thereafter, submit the grievance in writing to the Town Administrator. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The grievance submission shall also include a copy of the actual grievance document submitted at Step 1 as well as a copy of the response, if any, of the Chief of Police or Captain at Step 1. Within ten (10) calendar days after receipt of the written grievance, the Town Administrator shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to resolve the grievance. Within ten (10) calendar days after the conclusion of said meeting, the Town Administrator shall advise the aggrieved employee and the Association in writing of his decision concerning the grievance.

(3) Step 3. If the Town Administrator denies the grievance or does not respond within twenty (20) days from receipt of the grievance at Step 2, the aggrieved employee or the Association may, within fifteen (15) calendar days thereafter, submit the grievance in writing to the Board of Selectmen. Within twenty-five (25) calendar days after receipt of the written grievance, the Board of Selectmen or its designated representative shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Board of Selectmen or its designated representative shall, within fifteen (15) calendar days after the conclusion of said meeting, advise the

aggrieved employee and the Association in writing of its decision, as the case may be, with respect to the grievance.

- (4) Step 4. If the Association is not satisfied with the disposition of the grievance at Step 3 or if no decision has been rendered within fifteen (15) calendar days after said meeting between the Board of Selectmen or its designated representative, the Association or the Association and the aggrieved employee may, by giving notice to the Board of Selectmen within twenty (20) calendar days after the date of the decision of the Board of Selectmen or its designated representative in Step 3, or within twenty (20) calendar days after said meeting with the Board of Selectmen or its designated representative if no decision has been rendered, present the grievance for arbitration in the manner indicated, below:
- (a) If the parties are unable to select an arbitrator, they shall request the American Arbitration Association to submit a list of arbitrators from which one arbitrator shall be selected.
 - (b) The arbitration shall be in accordance with the rules of the American Arbitration Association.
 - (c) Expenses of arbitration shall be borne equally by both parties.
 - (d) Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.
 - (e) Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. A grievance not initiated within the time limit specified at Step 1 shall be deemed waived.
 - (f) The failure of the Town (acting through its Police Chief or otherwise) to respond to any grievance, at any step, within the time required herein, shall be deemed to be a denial thereof.

ARTICLE XXI

DUES CHECKOFF AND UNION SECURITY

(A) The Town agrees to deduct union dues upon receipt of authorization cards from employees who desire to have the employer deduct such dues. The Treasurer of the Town of North Attleborough, after such deductions are made, will remit on a weekly basis the monies deducted to the Treasurer of the North Attleborough Police Patrol Officers' Association along with a list of current Union members. The Treasurer of the Patrol Officers' Association will comply with all applicable bonding statutes.

(B) The Association President and Vice-President shall each be allowed to take up to three (3) days' leave without loss of pay each fiscal year for the attendance at union meetings or other union business. In order to be granted such leave, the officer must notify the Chief in writing at least seven (7) days prior to the meeting or seminar which he/she wishes to attend (unless the meeting itself is scheduled on less than seven (7) days' notice, in which case notice shall immediately be extended to the Chief). It is understood that while the identity of the President and Vice-President may change during a year, no more than a total of six (6) days of leave may be used for this purpose.

ARTICLE XXII

CONTRACT DURATION

(A) This Agreement will commence on July 1, 2016.

(B) This Agreement shall continue in force until June 30, 2019, and shall thereafter be renewed automatically from year to year unless written notice of a desire to amend the terms of this Agreement is sent by one party to the other prior to any renewal hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate copies by their duly authorized officers and representatives as of the day and year so indicated.

NORTH ATTLEBOROUGH PATROL
OFFICERS' ASSOCIATION,
MASSACHUSETTS COALITION OF
POLICE, LOCAL 550

TOWN OF NORTH ATTLEBOROUGH

CRAIG CHAPMAN

MICHAEL LENNOX

Chairman

KEITH LAPOINTE

Selectman

PAUL BELHAM

Selectman

PATRICK REYNOLDS

Selectman

JOHN RHYNO

Selectman

6-1-2017

6-1-2017

DATE

DATE

APPENDIX

Defibrillator

The Union acknowledges that the operation of the defibrillator (in which officers have been trained) is a normal function and agreed-upon duty of a North Attleborough police officer. Training in the operation of the defibrillator is provided to all officers by the Department.

Prohibited Practice Charge

The Union agrees that upon the funding of this Agreement by Town Meeting it will withdraw its prohibited practice charge currently pending before the Massachusetts Labor Relations Commission in Case No. MUP-04-4289 with prejudice to re-filing.

The Union agrees that during the term of this Agreement it will not file, nor will it support the filing of, any charge of prohibited practice relating to the subject matter of the above-referenced charge, including the wearing of union pins or any other form of uniform adornment or union insignia.