

AGREEMENT BETWEEN
THE TOWN OF NORTH ATTLEBOROUGH
AND
THE NORTH ATTLEBOROUGH
PROFESSIONAL POLICE OFFICERS' ASSOCIATION,
LOCAL 280,
MASSACHUSETTS COALITION OF POLICE, I.U.P.A., AFL-CIO

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

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AGREEMENT

THIS AGREEMENT made effective the first day of July, 2013 by and between the TOWN OF NORTH ATTLEBOROUGH, Bristol County, Massachusetts, (hereinafter called the "TOWN") and the NORTH ATTLEBOROUGH PROFESSIONAL POLICE OFFICERS' ASSOCIATION, LOCAL 280, MASSACHUSETTS COALITION OF POLICE, I.U.P.A., AFL-CIO (hereinafter called the "ASSOCIATION").

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the North Attleborough Professional Patrol Officers' Association, Local 280, Massachusetts Coalition of Police, I.U.P.A., AFL-CIO as the exclusive representative and bargaining agent for all regular full-time Sergeants and Lieutenants of the Town's Police Department, but only to the extent such regular members are required to be included in the bargaining unit by Chapter 150E of the Massachusetts General Laws.

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 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.

(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.

ARTICLE IV

SPECIAL LEAVE

Each supervisor in the bargaining unit shall be granted special leave with pay (i.e. "swap") for any shift or partial shift for which he is able to secure another supervisor 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 supervisor requesting the swap must submit notification to the officer in charge of the shift and the Chief of Department, or his designee, using the Department's "vacation/swap/vacation holiday/personal day" form, anytime prior and up to the swap occurring. Supervisors may secure a replacement for their entire shift or any part thereof. 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 regular members of the force with adequate uniforms and shall include in his budget an appropriation for the following items:

He shall establish an account in the amount of \$600.00 for the maintenance and replacement of uniforms for each employee in the bargaining unit in his name. All purchases shall continue to be made by the Chief as needed. All purchases for a particular officer shall be charged against his account. Each account shall be expended yearly. 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. The hourly rate for extra paid details shall be calculated by adding six dollars (\$6.00) to the overtime rate for a sergeant at the highest step of the salary schedule (computed in accordance with Article IX, Section B of this agreement).

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.

(I) If five (5) or more officers, but less than eight, are assigned to the same detail at the same time, the officer in charge of the detail (if he is a member of the bargaining unit) shall receive two (\$2.00) dollars per hour more than the other officers assigned such detail.

(J) Any organization that hires eight or more detail officers during the same time period will be required to hire a ranking officer whose responsibility will be solely to command the operation. The ranking officer shall receive five (\$5.00) dollars per hour more than the regular detail rate.

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 entitled to 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 the 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) Annual sick leave may be accumulated by employees covered by this Agreement to a total of one hundred fifty (150) working days.

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

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

(1) The police officer must have had the total accumulation maximum leave available at the beginning of the fiscal year period in which an illness or 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 used must not have exceeded five days per fiscal year.

(3) The absence must be for any one illness or injury, which must be verified by a licensed physician.

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

$$18(n - 1) - m$$

Where n = number of years of continuous employment
m = possible maximum accumulated days available
in paragraph (B) hereof.

(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.

A sick leave incentive plan will provide to each officer a payment of \$200 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 returned to modified duty from injury 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 Superior 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.

The Superior Officers assigned to the detective division will work an administrative schedule of five (5) consecutive days of duty followed by two (2) consecutive days off.

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. If the holiday falls on a Saturday, he/she shall be granted the preceding day (Friday) off. If the holiday falls on a Sunday, he/she shall be granted the following day (Monday) off.

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

(B) A regular police 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 to compute a straight time hourly rate.

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

(D) A supervisor 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 supervisor’s requested day off. The vacation day may not be taken until the day of observance of the holiday, except that a supervisor 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. In addition, it is agreed that vacation days may only be taken for a shift or shifts when the employee will not need to be replaced and when the employee’s absence will not result in the Department incurring overtime expense. 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 chose to accept holiday pay (in lieu of vacation time).

ARTICLE XI

TEMPORARY SERVICE OUT OF RANK

A regular 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. Payment shall be retroactive in such instances to the first consecutive tour of duty worked.

ARTICLE XII

DISCIPLINARY ACTION

No permanent 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 interview of the employee be unreasonably delayed for such reason.

ARTICLE XIII

INSURANCE

(A) As of the effective date of this 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) The Town will provide a Police Professional Liability Insurance Policy, with a limit of liability of \$1,000,000., covering the Town’s police officers, the Police Department and the Town.

(D) 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 employees 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 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 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) The vacation leave to which an employee is entitled shall be taken during the fiscal year. It may not be carried over from one fiscal year to the next fiscal year, except as is provided in Section (E) below. If an employee's employment is terminated during the fiscal year before he has taken his vacation leave, he shall be paid for such vacation leave in a lump-sum payment at the time of his termination.

(E) In the event that a scheduled vacation cannot be taken due to the needs of the Department as determined by the Chief, compensatory time off may be granted in the succeeding fiscal year.

(F) 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 a supervisor takes vacation leave for the first four (4) hours of a shift, he/she will be responsible, prior to the beginning of the fifth (5th) hour of that shift, for following the same procedures that he/she would follow at the beginning of a full shift.
3. If a supervisor 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 the supervisor has been relieved from duty by another supervisor.
4. A supervisor who wishes to take a half-day vacation must notify the officer in charge of the shift and the Chief of Police or his designee, using the "vacation/swap/holiday vacation/personal day" form, by submitting said form at least forty-eight (48) hours before the requested half-day off.
5. A supervisor will not be allowed to take a half-day vacation for a particular shift if, under current staffing practices, a supervisor

would not be allowed to take a full vacation day for that shift. However, a supervisor will not be denied the opportunity to take a half-day vacation because the other supervisor who is scheduled to work that shift calls in sick.

6. A supervisor who is requesting a half-day vacation may not “bump” a supervisor who is already scheduled for a full vacation day for that shift, regardless of seniority. However, a senior supervisor who wishes to take a full vacation day may, up until forty-eight (48) hours prior to the start of the eight (8) hour shift, “bump” a junior supervisor who has requested only a half-day 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) :

The following weekly salary schedule shall be effective July 1, 2016:

COMPENSATION/GRADE	STEP A	STEP B
P2 – Sergeant	\$1,242.24	\$1,304.25
P3 – Lieutenant	\$1,499.90	\$1,574.88

The following weekly salary schedule shall be effective July 1, 2017:

COMPENSATION/GRADE	STEP A	STEP B
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P2 – Sergeant	\$1,267.08	\$1,330.34
P3 – Lieutenant	\$1,529.90	\$1606.38

The following weekly salary schedule shall be effective July 1, 2018:

COMPENSATION/GRADE	STEP A	STEP B
P2 – Sergeant	\$1,292.42	\$1,356.95
P3 – Lieutenant	\$1,560.50	\$1,638.51

The following weekly salary schedule shall be effective June 30, 2019:

COMPENSATION/GRADE	STEP A	STEP B	STEP C
P2 – Sergeant	\$1,292.42	\$1,356.95	\$1,397.66
P3 – Lieutenant	\$1,560.50	\$1,638.51	\$1,687.67

(B) Employees at Compensation Grades P2 and P3 shall be eligible for movement from Step A to Step B twelve months after first payment in Step A. Employees at Compensation Grades P2 and P3 shall be eligible for movement from Step B to Step C twelve months after first payment in Step B. [If on June 30, 2019, the effective date of Step C, an employee has already been at Step B for twelve or more months, the employee shall move to Step C on June 30, 2019.]

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

(D) Officers assigned to night duty shall receive in addition to their base pay a night shift differential of seven percent (7%). Effective July 1, 2017, the night shift differential shall increase to eight percent (8%). 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 receive it.

Any officer who has been assigned to night duty for in excess of ten (10) years and who has been involuntarily assigned to the day shift shall receive the above described differential. It is understood that this paragraph will be null and void and of no effect if the Department implements a system whereby officers are permitted to select shifts by seniority.

(E) Officers designated as detectives will receive an annual detective differential of \$500.00.

(F) 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 (2) Juris Doctor degree <u>plus</u> Massachusetts bar examination passage	25%

"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 rank (by step) on June 30 of the preceding contract year. Qualifying degrees must be in criminal justice or law enforcement:

The following payments are effective until June 30, 2018:

	Sgt. P2-A	Sgt. P2-B	Lt. P3-A	Lt. P3-B
Associate's Degree	\$1,500	\$1,575	\$1,825	\$1,925
Bachelor's Degree	\$ 3,000	\$3,150	\$3,625	\$3,825
Master's Degree	\$3,750	\$4,000	\$4,550	\$4,775

Effective July 1, 2018,

officers shall be entitled to the following payments:

Degree	Stipend
Associate's	\$2,800.00
Bachelor's	\$5,400.00
Master's	\$6,700.00

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.

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.

(G) A detective who is assigned to standby duty for a week shall be paid a weekly standby allowance of \$150.00. It is understood that during the week a detective is on standby duty he shall at all times (unless he has arranged with another detective to "cover" for him) carry a beeper or similar device and be available to respond within one (1) hour to any call that he might receive.

(H) The officer designated by the Chief as the Detail Officer shall receive an annual stipend of \$3,000 payable in installments of \$1,500 in the first week of December and the first week of June.

(I) Effective July 1, 2018, officers shall receive a stipend of \$1,525 per fiscal year as hazardous duty pay.

(J) Direct Deposit, Electronic Pay Advisories, and Bi-Weekly Pay Direct Deposit:

Effective with the first pay period 90 days after June 5, 2017 all employees shall receive their pay through direct deposit.

Electronic Pay Advisories: Effective with the first pay period 90 days after June 5, 2017, 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

LONGEVITY PAY

The annual compensation of each full-time police officer shall be increased by one hundred dollars (\$100) payable each year after completion of five years' continuous employment, or two hundred dollars (\$200) payable each year after completion of ten years' continuous employment, or two hundred fifty dollars (\$250) payable each year after completion of fifteen years continuous employment, or three hundred dollars (\$300) payable each year after completion of twenty years continuous employment, or four hundred dollars (\$400) payable each year after completion of twenty-five years' continuous employment. Such longevity pay is to be paid in a lump sum on the first pay day in December of each year. Longevity shall not apply to permanent full-time officers hired on or after January 1, 1992.

ARTICLE XVII

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 XVIII

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 XIX

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 XX

ANNUAL PHYSICAL EXAMINATION

All regular 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 XXA

DRUG SCREENING

Members of the bargaining unit covered by this Agreement will be subject to drug screening as herein provided.

All police officers shall be subject to random drug screening at such times as the Chief may designate. It is understood, however, that no officer shall be subject to "random" drug testing on more than four (4) occasions during a fiscal year. In addition, where circumstances provide reasonable suspicion that a particular officer is illegally using controlled substances, that officer will be subject to immediate testing.

The employee to be tested (the "subject") will be notified of the test requirements just prior to his/her transport to the medical facility or laboratory designated by the Department to obtain the urine sample. At the time of the test the subject will be notified of the specific drugs which will be screened by the test and will be advised of the specimen collection procedures. The subject will be accompanied by a Testing Officer from the Department.

The subject will be assigned an identification number by the Department for purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. Prior to collection of the urine sample the subject will be directed to disclose on an information form all prescription and over-the-counter drugs which he/she has taken within the preceding ninety (90) days. At the sampling site the subject will be required to deposit a sample of urine into an approved container in the minimum quantity necessary for laboratory testing purposes. The subject will be required to thoroughly wash hands and fingernails prior to urination and shall be required to deliver the urine specimen under the direction of the medical or laboratory technician. The container holding the urine sample shall be sealed in the presence of the subject. After the container is sealed, the subject shall initial the seal and shall write his/her identification number on it. From the point of embarkation and at all stages of the urine-sampling procedure the subject will be under the direct supervision of the Testing Officer and is expected to follow strictly each instruction of the Testing Officer. Following the completion of the urine sampling procedure, the

Testing Officer will sign a form attesting to the integrity of the sampling procedure. The subject will then be transported back to his/her original point of departure.

Upon the delivery of each specimen to the laboratory the Department will designate certain specific drugs for which the specimen is to be analyzed. The testing laboratory will report findings only as to those specific substances designated in the Department request.

To ensure optimum accuracy the tests shall be drug specific. The initial tests of each urine sample shall employ a methodology different from the confirmation tests.

The initial test for drugs other than cannabinoids shall use a thin-layer chromatography process, unless the Department determines that a newer test process is superior. The initial analysis will be completed by the laboratory in 24-48 hours. The confirmation test shall be accomplished by enzyme immunoassay or gas liquid chromatography-mass spectrometry unless the Department determines that a newer test process is superior.

The test procedure for determining the presence of cannabinoids will be immunoassay. Secondary confirmation testing of a positive finding for the presence of cannabinoids will be gas liquid chromatography-mass spectrometry.

The foregoing drug-testing procedures are not meant to be an exhaustive compilation of the tests that will be or could be used to implement the drug-screening process.

The actual testing of urine samples shall be performed by a medical laboratory selected by the Department. The testing laboratory will preserve, store, and secure one portion of the original urine specimen for independent confirmation testing by experts chosen and authorized by the subject employee. This independent confirmation test will be performed at the test site or laboratory by a joint panel consisting of the employee's designated expert(s) and chemist(s) employed by the medical laboratory. The testing laboratory will make available to the employee or his representative all records of primary and confirmation testing done by the testing laboratory on the urine specimen provided by the employee.

Any officer whose confirmatory test results in a positive finding for controlled substances will be subject to discharge from the Department pursuant to M.G.L. Chapter 31.

ARTICLE XXB

MISCELLANEOUS

(A) The Town will annually allow one (1) designated officer of the Association to take off up to a total of three (3) shifts without loss of pay for the attendance at Union meetings or other Union business. Alternatively, the Association may decide to split those three (3) shifts between two (2) or three (3) officers. It shall be the responsibility of the President of the Association to determine which officer or officers will be allowed to take such leave with pay. In each case the Association President shall be required to provide the

Chief with at least seven days' notice in writing of which officer will be taking one of the three (3) shifts and the date that the shift will be taken. In any event the total of all shifts taken off by all members of the bargaining unit for the above-referenced purposes shall not exceed three (3) shifts in any fiscal year.

ARTICLE XXI

PERSONAL LEAVE

Subject to the following sentence each supervisor shall be granted three (3) days of leave without loss of pay in each fiscal year to attend to personal matters. A supervisor shall not be allowed to take as personal leave a tour of duty for which the Department would have to hire another supervisor on overtime to replace him/her. Personal leave must be scheduled with the approval of the Chief at least twelve (12) hours in advance.

ARTICLE XXII

GRIEVANCE PROCEDURE

(A) The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement.

(B) Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his grievance informally under the Grievance procedure and from having his grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present for such adjustment and to state its views.

(C) A grievance is defined as a question, complaint or dispute involving the meaning, application, or interpretation of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Town by the terms of this Agreement or which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission or any Retirement Board, shall not be a grievance hereunder.

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

- (1) Level 1. The aggrieved employee shall first present his grievance in writing to the Chief of Police within ten (10) calendar days of the occurrence or failure of the 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 shall advise the aggrieved employee within ten (10) calendar days after the grievance is presented.

- (2) Level 2. If the Chief denies the grievance or does not respond within ten (10) calendar 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 submission shall include a copy of the actual grievance document submitted at Level 1 as well as a copy of the response, if any, of the Chief of Police at Level 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 the effort to settle 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) Level 3. If the Town Administrator denies the grievance or does not respond within twenty (20) calendar days of receipt of the grievance at Level 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) Level 4. If the Association is not satisfied with the disposition of the grievance at Level 3 or if no decision has been tendered within fifteen (15) calendar days after said meeting between the Board of Selectmen or its designated representatives, 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 Level 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 such case, the following procedure shall be followed:

(E) In the event either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator through the American Arbitration Association and the

arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

(F) The decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings; but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties and the expense of the arbitration shall be shared equally. The arbitrator shall have no right to add to, detract from or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law and the regulations and policies of the Commonwealth of Massachusetts, applicable to the Town, the employees and the Association.

(G) A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town or its agents to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

ARTICLE XXIII

CONTRACT DURATION

(A) This Agreement will commence 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 desire to amend the terms of this Agreement is sent by one party to the other at least six months 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
PROFESSIONAL POLICE OFFICERS’
ASSOCIATION, LOCAL 280,
MASSACHUSETTS COALITION
OF POLICE, I.U.P.A., AFL-CIO

TOWN OF NORTH ATTLEBOROUGH

CHRIS ROY

DATE

MIKE LENNOX

Selectman

KEITH LAPOINTE

Selectman

PAUL BELHAM

Selectman

PATRICK REYNOLDS

Selectman

JOHN RHYNO

Selectman

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 acknowledges that the North Attleborough Police Patrol Officers' Association has filed a prohibited practice charge with the Massachusetts Labor Relations Commission that is pending before the Commission as Case No. MUP-04-4289. 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.