

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF TAUNTON

AND

THE TAUNTON POLICE SUPERVISORY
PERSONNEL ASSOCIATION, MASSACHUSETTS
COALITION OF POLICE, AFL-CIO, LOCAL 338

2005-2008

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The City of Taunton and the Taunton Police Supervisory Personnel Association, Massachusetts Coalition of Police, AFL-CIO, Local 338 (T.P.S.P.A.) hereby agree to the following terms of settlement of a new collective bargaining agreement to be effective for the three (3) year period from July 1, 2005 through June 30, 2008, or until a successor is executed and funded. This contract shall remain effective and in full force, except as subsequently modified pursuant to the re-opener provisions on economic issues that are hereinafter provided for. (05-08 MOA).

The City agrees that the Association shall have the right to reopen this contract for the purpose of negotiating improvements in salary and other economic benefits at any time during the duration of this agreement. Any such negotiations shall be conducted in accordance with the provisions of Chapter 150E of the M.G.L. including the right to submit any unresolved bargaining disputes to the Joint Labor Management Committee and to any contract resolution procedures that may be directed by that committee. The City agrees that it will not submit any proposal to reduce the salary schedule for members of the Association below the existing levels.

Article 1 - Recognition and Bargaining Unit.

The City hereby recognizes the Association as the exclusive representative and bargaining agent for the following bargaining unit: All employees of the City's Police Department who hold the rank of Sergeant, Lieutenant and Captain, whether uniformed or not, but excluding the Chief.

Article 2 - Payroll Deduction of Association Dues and Agency Service Fees.

1. The City shall monthly deduct Association dues from the wages of each employee in such amount as determined by the association, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the City.
2. For any employee who is not a dues-paying member in good standing of the Association, it shall be a condition of employment during the life of this collective bargaining agreement that, on or after the thirtieth (30th) day following the beginning of such employee's employment or the effective date of this agreement, whichever is later, he shall pay an agency service fee to the Association which shall be in an amount equal to the amount required to become and remain a member in good standing of the Association and its' affiliates to which membership dues or per capita fees are paid, all as provided in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts. Any such agency service fee may be deducted from the salary of any such employee and transmitted to the treasurer of the Association in accordance with the procedure set forth in Chapter 180, Section 176 of the General Laws as amended.

Article 3 - Bulletin Boards.

The City shall permit the use of all bulletin boards located in the police stations by the Association for the posting of notices concerning Association business and activities.

Article 4 - Death Leave.

1. Each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall commence with the day of death and continue up to and include the day of burial. But, in no case shall such death leave be of less than five days duration in the case of the death of an employee's spouse, child or stepchild, parent or stepparent. Nor shall it be less than three days duration in the case of the death of an employee's brother or stepbrother, sister or stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law or the grandparents of an employee or his or her spouse; however, in the event that one of these family members lived out of state the death leave shall not be less than four days in duration. (99-02 moa)
2. In addition, one day of funeral leave shall be granted to those employee's who attend funeral services for their brother-in-law, sister-in-law, aunt, uncle, niece, nephew and cousin.
3. In the event any of the relatives mentioned in Section 2. reside within the employee's household, said employee shall be granted three (3) days funeral leave.
4. In the event of the death of an employee's most immediate family, namely parents, spouse or child, the Chief may, at the members request, place him/her on paid administrative leave for as long as the needs of the particular situation requires. If the Chief denies any such request to be placed on paid administrative leave, the officer whose request was denied may appeal to the Mayor for reconsideration of the Chiefs denial. However, denial of such request, by either the Chief or the Mayor, shall not be subject to conventional grievance or arbitration procedure. (99-02 moa)

Article 5 - Personal Leave Days and Exchanging of Days or Nights Off.

1. Each member of the Bargaining Unit shall be granted five (5) days of personal leave per year without loss of pay provided that no more than two (2) officers on the same shift shall take their personal leave on the same day. ~~One (1) personal day shall be restricted. (96-99 cba provided for 1 restricted personal day and 2 unrestricted; 99-02 moa provided one additional personal day and did not indicate that it would be restricted; February 2003 impact bargaining agreement provided one more and did not indicate that it would be restricted.)~~
2. Each employee shall be allowed the right to exchange a day or night off with another employee is he is able to secure another employee to work in his place provided that:
 - a. Such substitution does not impose any additional cost on the City.
 - b. The officer(s) in charge of the relief(s) in which the substitution shall take place is(are) notified of the substitution(s). In the case of an emergency, said notification may be made by telephone.
 - c. Said exchange must be approved by the officers) in charge of said relief(s) and said approval shall not be withheld with a valid reason. If the exchange is not

approved, the officer withholding his approval shall, upon request of the employee involved, state the reason.

- d. Neither the Department nor the City is held responsible for enforcing any agreements made between employees.
 - e. Officers, when exchanging work dates with themselves, can either take a scheduled day/night off that they are scheduled to work, then repay the Department for the day/night off, or he can work a day/night that he is not scheduled to work then take a scheduled day/night off.
3. Each employee shall also be allowed the right to exchange days and nights off with himself within his relief subject to the procedures and guidelines that are set forth in subsection A, B, C, D and E.
 4. The parties agree that bargaining unit members will be permitted to self-swap as long as the swap results in no less than the minimum supervisory manning provided in the contract. A decision to assign more than the minimum supervisory manning to a particular shift does not constitute an "additional cost to on the City" referred to in Article 5(2)(A) of the contract, and thus would not prevent approval of the self-swap as long as the swap does not result in less than the minimum supervisory manning provided in the contract.
 5. The desk officer job shall be designated as a patrolman's job so long as the city determines to fill that position. Members of the Taunton Police Supervisory Personnel Association will not be assigned to the desk officer position. (From settlement of swap arbitration, AAA No. 2743-1)
 6. The FMLA year will be defined as the fiscal year. (05-08 MOA).

Article 6 - Equipment.

1. The Chief of the Police Department shall supply the members of the force with buttons, hat shield, coat badge and shirt badge, at least eight shoulder patches and additional patches as needed, revolvers and cartridges and signal box keys. Plainclothes officers shall be supplied with snub-nosed revolvers and holsters. At least seventeen (17) riot helmets and seventeen (17) riot sticks shall be made available. All of this equipment shall remain the property of the police Department and shall be stored so as to be accessible to the commanding officer of each relief. Employees who own handguns other than those supplied by the Chief shall, subject to applicable state law and/or regulations be permitted to carry and use them while on duty.
2. An annual uniform allowance in the amount of 3% of the member's salary shall be paid to all officers, including plain clothes officers, for each year covered by the agreement. The said uniform allowance shall be payable on the fast Thursday in November of each year of this contract to each officer then on the force, however, no officer shall receive more than the specified amount uniform allowance in any fiscal year. (99-02 moa)

3. A complete up-to-date set of the Massachusetts General Laws Annotated and a subscription to the Advance Legislative Service to the same shall be furnished by the City and shall be stored so as to be readily accessible to the members of the Department at all times.

4. All members of the bargaining unit shall receive an annual uniform cleaning allowance equal to 1% of the member's salary. Said allowance shall be paid on or before the first Thursday in June. (99-02 MOA)

5. The City shall reimburse the members of the bargaining unit for their pistol permits and for any other license or permit that they must pay in order to perform their duty as Police Officers. (99-02 moa)

6. Members of the bargaining unit shall be permitted to wear "BDU's" while on duty. By the end of FY 2008, all members shall be required to purchase a Blouse Coat. (05-08 MOA).

Article 7 - Extra Paid Details.

In order to distribute the extra paid details as evenly as possible, The City of Taunton and the Taunton Police Supervisory Personnel Association hereby agree to the following guidelines for administering the distribution of such details. Whenever the words "officer" or "police officer" are used in this document, it is understood that the reference is to all Patrolmen and Superior Officers in the Taunton Police Department up through and including the rank of Captain.

1. The assignment of officers to extra paid details shall be made by the Chief or his representative on a voluntary basis and shall be distributed among the regular officers as evenly as possible; provided that if no volunteer shall be available for a particular assignment, the Chief or his representative may make such assignment. The Chief shall maintain a record of all such assignment which may be examined at any time by a representative of the Association. No officer or other person shall accept any such assignment unless the same is made by the Chief or his representative.

2. No such assignment shall be made until the person or organization requesting the service has agreed to pay the officer so assigned at a rate equal to time and one half for the highest paid patrolman. Each detail shall be for minimum of four (4) hours. In computing the highest paid patrolman it is intended that the parties use longevity pay, educational increment, hazardous duty pay and differentials. For the officer in charge of any detail function, an additional one (1) hours detail pay will be paid.

3. No such assignment shall be made to reserve officers unless no regular officer is available. No such assignments shall be made to auxiliary policemen, special policemen, or other persons unless no regular or reserve officers are available.

4. For all such hours or portions thereof; worked between midnight and 8:00 AM the officer shall receive, in addition to the amounts set forth in Section 2., an additional one dollar (\$1.00) per hour.

5. In addition to the amounts set forth in Section 2., a premium payment of one dollar (\$1.00) per hour, or portion thereof; shall be made when the paid detail either involves an assignment to duty at a location where liquor is to be consumed or results from or is connected with as strike, lockout, picketing or other form of labor disputes.
6. All hours in excess of eight (8) on any assigned paid detail shall be paid at the rate of one and one-half (1-1/2) times the amount set forth in Section 2.
7. Whenever three (3) or more officers are requested for a detail covered by this Article, a ranking officer shall be assigned to duty to supervise the detail and shall be paid in accordance with Section 2. Whenever eight (8) or more officers are requested, a minimum of one(1) Superior Officer and one (1) Sergeant shall be assigned to the detail and paid in accordance with Section 2.
8. No officer shall be assigned to nor shall any officer accept any special paid detail unless the pay scale set forth herein is complied with.
9. For all extra paid details on Thanksgiving Day, Christmas Eve (any time after 12:00 noon on December 24), Christmas Day, New Years' Eve (any time after 12:00 noon on December 31), and New Years' Day, the officer shall be paid the rate of one and one half (1-1/2) times their aforesaid overtime rate with a minimum guarantee of four (4) hours.
10. The City agrees to pay bargaining unit members within ten (10) days of the receipt of the money for the paid detail but in no event shall the City not pay a bargaining unit member within five (5) weeks of the performance of the detail.
11. Detail rate shall be in accordance with the rates specified in the contract with the Patrolmen's Union for both the school and non-school details. It is the intention of this Amendment to pay the same detail rate to Superior Officers as Patrolmen. (99-02 moa).
12. Details will be offered first to the officer with the least number of hours, similar to the way shift overtime is distributed.
13. Every job will be worth eight (8) hours. Officers either working or refusing a detail will be charged with eight (8) hours regardless of the number of hours worked or not worked.
14. Officers working in court or on duty working overtime or on a charitable assignment including Honor Guards will not be charged with hours.
15. Officers not home/not answering the phone during regular detail hiring hours will be charged with eight (8) hours.
16. However, if a detail is requested outside of the regular detail hiring hours of 6:00 AM through 10:00 AM and 6:00 PM through 10:00 PM, no officer will be charged with refusal hours.

17. The detail hiring officer who is conducting hiring for extra paid details via telephone, will allow the phone to ring a minimum of eight (8) times before discontinuing the call.
18. Officers who will be late for duty because of an extra paid detail shall notify their commanding Officer or Patrol Supervisor.
19. Any officer who accepts an extra paid detail and then cancels out shall receive his eight (8) hour refusal and an additional eight (8) hour penalty.
20. The president of the T.P.S.P.A. shall be notified of any changes or adjustments to any officer's card.
21. The detail hiring system will be done by computer to prevent any from tempering with the rules and guidelines.
22. Any changes, deletions or additions to these guidelines must be mutually agreed upon by the T.P.S.P.A and The City of Taunton.
23. Newly appointed officers to the Taunton Police Supervisory Personnel Association shall not be eligible to work any extra paid details until they have paid their \$100.00 fee to the T.P.S.P.A.
24. The City shall designate a police officer to serve as a full-time detail hiring officer and shall also designate another police officer to serve as a substitute when the full-time detail hiring officer is not available for any reason. The full-time detail hiring officer shall receive 15% of his regular base salary as extra compensation for all paid time during which he serves in the capacity including vacation pay, holiday pay, sick leave pay, injury disability leave pay and any other type of paid leave. The designated substitute shall receive 15% of his regular day's pay for any day or portion thereof on which he is assigned this responsibility.
25. If both the full-time detail hiring officer and designated substitute are unavailable for any reason, the on-duty shift commander will be responsible for the extra paid detail hiring. He will also receive a 15% differential of his regular day's pay for any such day.
26. When calling to hire for details, the detail hiring officer will read the entire list of details that are still available so that the officer being called has the first choice of all such details that are still available.
27. The detail hiring officer shall use the manning sheets to determine who is eligible for hiring, as well as the list of those who are working such details at the time. Every effort shall be made to contact the next officer in line to be called including those who are on duty or on details at the time. If a busy signal is received, the detail hiring officer shall go on the next name on the list and then place a second call to the busy member. This process shall be repeated one more time before that officer is passed by.
28. When the detail hiring officer calls a police officer for a detail assignment and that officer is not at home, the detail hiring officer shall leave a message with whomever answers the telephone

to the effect that is the Police Department calling to see if the police officer wishes to work an extra paid detail. If the call is being recorded by an answering machine, the detail hiring officer shall leave a message on the recorder to the effect that is the Police Department calling to see if the police officer wishes to work an extra paid detail and indicating the day, date and time of the call. The detail hiring officer will also call an officer's beeper number and any other numbers on the officer's detail card.

29. If an officer who is not at home when call and for whom a message is left calls back while the hiring for the next day's details is still going on, he shall be permitted to choose from among all of the remaining jobs that are still available at that time.

30. Police officers who are required to be in court may not accept an extra paid detail that would interfere with the hours of their required court appearance.

31. Once an officer has accepted a detail assignment, he will not be permitted to swap his detail with another officer working a detail.

32. No officer has accepted a detail will be called to work an overtime shift during that detail.

33. Police officers on extra paid details may use the Police Department's two way radios while on such details subject to their availability.

34. Two separate daily logs shall be maintained by the detail hiring officer and/or the substitutes or the relief commander, copies of which shall be supplied to the Association by 8:00 AM each day in order to enable it to monitor the implementation of these guidelines. The daily logs shall contain the following information:

Log Number 1. shall record a) the name of each officer called; b) the time that each officer is called; c) the response to each completed call, such as the acceptance of a detail, the refusal of a detail, ineligible for a detail and the reason for such ineligibility (for example, not at home, no answer or busy signal); d) whether a message was left, and if so, to whom or to an answering machine recorder, and e) the name of the detail hiring officer who placed the call.

Log Number 2. shall record a) the name of the contractor, company, school or the governmental unit, group, individual or other entity seeking to hire a police officer (or officers) for a paid detail; b) the number of officers needed; c) the number of hours of the detail (for example, four hours, eight hours, etc.), d) the number of days involved for the detail; e) the location of the detail; f) the date and time the detail first became available; and g) the name of the police officer(s) who accepted the detail.

35. The Police Department's copies of the daily logs and all other records pertaining to the administration of the extra paid detail hiring system shall be available for inspection at all times by any member, officer or other representative of the Association.

36. If a detail cannot be filled by a regular police officer, a retired officer will be called.

