

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF TAUNTON

AND

THE TAUNTON POLICE PATROLMEN'S ASSOCIATION

July 1, 2005 through June 30, 2008

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Collective Bargaining Agreement

Between

The City of Taunton

and

The Taunton Police Patrolmen's Association

This contract, effective as of July 1, 2005 except as otherwise provided by its terms, by and between the City of Taunton, hereinafter referred to as "the City" and the Taunton Police Patrolmen's Association, hereinafter referred to as "the Association" is designed to maintain and promote a harmonious relationship between the City of Taunton and such of its employees who are covered by this contract in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Association as the exclusive representative and bargaining agent for all patrolmen and patrolwomen, whether uniformed or not, who are employed in the City's Police Department, but excluding all reserve patrolmen, sergeants, lieutenants, captains, custodians, civilian clerks and the Chief.

ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES AND AGENCY SERVICE FEES

1. The City shall monthly deduct Association dues from the earned 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 day following the beginning of such employees 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 17G of the General Laws, as amended.

ARTICLE III

BULLETIN BOARDS

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

ARTICLE IV

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 event shall the death leave be of less than five (5) days duration in the case of the death of an employee's spouse, child or step-child, or parent or step-parent. Nor shall it be of less than three (3) days duration in the case of the death of an employee's brother or step-brother, sister or step-sister, 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/her spouse; in the event that one of these family members lived out of state, the death leave shall not be of less than four (4) days duration.

2. In addition, one day of funeral leave shall be granted to those employees who attend the funeral services for their 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 days funeral leave.

4. In the event of a death in a patrolman's most immediate family – namely, parent, spouse or child – the Chief may, at the member's request, place him/her on paid administrative leave for as long as the needs of the particular situation require. If the Chief denies any such request to be placed on paid administrative leave, the patrolman whose request was denied may appeal to the Mayor for reconsideration of the Chief's denial of his/her request. However, a denial of any such request by either the Chief or the Mayor shall not be subject to the contractual grievance and arbitration procedure.

ARTICLE V

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 patrolmen on the same shift shall take their personal leave on the same day.

2. Each employee shall have the option of converting up to three (3) vacation days per year to personal leave days as defined in Section 1. The conversion of vacation time to personal time will reduce the employee's vacation for that year by the amount of vacation time so converted.

Employees will make every effort to provide a minimum of twenty-four (24) hour notice of their intent to use a vacation day as a personal leave day. Notwithstanding the limitations in Section 1 for personal leave days, vacation days that are converted to personal leave days shall be granted subject only to the limitation that no permanent sector assignments, as the number of permanent sector manning levels are determined by the City, are left uncovered.

3. Each employee shall be allowed the right to exchange a day or night off with another employee if he is able to secure another employee to work in his place provided that:

- a. Such substitution does not impose any additional costs on the City.
- b. The officer(s) in charge of the relief(s) in which the substitution(s) shall take place is (are) notified not less than one day prior to its (their) becoming effective, except in case of an emergency, in which event notification may be made by telephone.
- c. Said exchange must be approved by the officer(s) in charge of said relief(s) and said approval shall not be withheld without 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.

4. Each employee shall also be allowed the right to exchange days or nights off with himself within his relief subject to the same procedure and guidelines that are set forth in sub-sections a. through c. of Section 3 except as modified in the administrative regulations that are set forth below. The following administrative regulations shall be applicable to this clause.

a. **Definitions**

1. A **self-swap** is a scheduled relief that is taken off by an employee.
 2. A **pay-back** is a relief worked by an employee in exchange for a self-swap.
 3. A **weekday relief** is any relief that falls between 12:45 AM Sunday and 12:44 AM Friday.
 4. A **weekend relief** is any relief that falls between 12:45 AM Friday and 12:44 AM Sunday.
- b. Weekday reliefs taken by an employee on a self-swap must be paid back on a weekday.
 - c. Weekend reliefs taken by an employee on a self-swap must be paid back on a weekend.
 - d. A relief taken on a self-swap must be paid back on the same relief - e.g., if an employee self-swaps on the first relief, he must pay it back on the first relief.

e. A self-swap and a pay-back can occur in either order - i.e., either the self-swap may be taken first and be followed by the pay-back or the pay-back may be worked first and be followed by the self-swap.

f. Any self-swap and the pay-back for that self-swap must occur within nine (9) duty cycles of each other; each duty cycle consists of eight (8) days, five (5) days on and three (3) days off.

g. Self-swaps will be allowed down to the following number of sector assignments per relief at the time that the requests for the self-swaps are made without regard to subsection 3a above:

<i>First relief</i>	5
<i>Second relief</i>	5
<i>Third relief</i>	5

The above number of sector assignments reflects the current minimum sector manning levels that have been established by the City. In the event that the City changes the minimum sector manning levels (either by increasing them or decreasing them) during the term of this Contract, the above number of sector assignments shall be adjusted to reflect that change. However, in the event that the City elects to assign additional Patrol Officers to a particular relief (or portion thereof) or series of reliefs (or portions thereof) on an "impact" or "directed patrol" basis, such assignment shall not change the minimum sector manning levels that are listed above and shall therefore have no impact of any kind on a Patrol Officer's ability to self-swap.

h. Self-swaps shall not be allowed if they would reduce the number of sector assignments per relief below the number set forth in the preceding paragraph at the time that the requests for the self-swap are made even if they would not impose any additional costs on the City.

ARTICLE VI

EQUIPMENT

1. The Chief of the Police Department shall supply the members of the force with buttons, hat, shield and coat badge, at least eight shoulder patches and additional patches as needed, revolvers and cartridges and signal box key. Each new member of the Police Department shall be provided with three (3) badges, one each for his coat, shirt and hat. At least thirty riot helmets and eighty-two 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. All members of the bargaining unit shall be provided with Mace.

2. Plainclothes officers shall be supplied with snub-nosed revolvers and holsters. All current members of the Detective Division shall be provided with gold badges. All future members of the Detective Division shall be provided with their gold badges simultaneously with their appointment to the position. All detectives will be assigned an unmarked unit which they may keep at their homes when they are not on duty. Each such unit will be equipped with a dusting kit, a 35-mm camera, a laptop with appropriate crime scene software, measuring tape and a ruler.
3. The City shall reimburse the members of the bargaining unit for their pistol permits and for any other license or permit fees that they must pay in order to perform their duties as Patrolmen in the Taunton Police Department.
4. The City shall provide all necessary equipment for the Police Dive Team and shall replace such equipment as necessary.
5. An annual uniform allowance in the amount of three percent (3%) of each individual patrolman's total annual compensation for that year, including any and all contractual salary augmentations that each individual patrolman actually receives, but excluding compensation each patrolman receives from working extra paid detail and/or overtime assignments, shall be paid to all patrolmen, including plainclothes officers, during each year covered by this Agreement. The said uniform allowance shall be payable on the first Thursday in November of each year of this contract to each patrolman then on the force. Any patrolman who is appointed to the force after the first Thursday in November shall become eligible for the uniform allowance for that year upon his appointment and shall receive the allowance within thirty days thereafter; however, no patrolman shall receive more than one uniform allowance in the foregoing amounts in any fiscal year.
6. Each patrolman shall receive an annual uniform cleaning allowance in an amount that is equal to one percent (1%) of each individual patrolman's total annual compensation for that year, including any and all contractual salary augmentations that each individual patrolman actually receives, but excluding compensation each patrolman receives from working extra paid detail and/or overtime assignments. The uniform cleaning allowance shall be payable on the second payday in July of each year. Any patrolman who is appointed after the July payment date shall receive a prorated cleaning allowance for his/her first fiscal year on the police force. For example, a patrolman whose employment begins on January 1 would receive half of the annual uniform cleaning allowance for that fiscal year; he/she would then receive his/her full cleaning allowance for the following fiscal year in July along with the rest of the bargaining unit.
7. 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.
8. All police cruisers shall be supplied with a first-aid kit, a shotgun, a life ring, air conditioning and intermittent wipers.

9. In the event that the City should require the Patrolmen to wear pins with identification numbers in addition to their badges, the City shall provide the necessary pins with identification numbers to the members of the bargaining unit. However, the members of the bargaining unit will not be required to wear any plate, tag or similar device with their names on it.

10. Members of the bargaining unit shall be permitted to wear black "BDUs" with eight (8) point BDU covers while on duty.

11. The City shall replace all defective bulletproof vests as soon as possible after the 2005 – 2008 Memorandum of Agreement has been ratified by the parties. In addition, the City shall aggressively seek grant funding to insure that all bulletproof vests are up to date and provide maximum protection to the members of the bargaining unit who wear them. The present practice of reimbursing members of the bargaining unit for the purchase of new bulletproof vests shall continue.

12. Members of the bargaining unit shall be required to purchase a Blouse Coat by no later than June 30, 2008. The Chief of Police shall meet with the TPPA's Negotiating Committee or a representative thereof in order to determine the specific style and color of the said Blouse Coat and, once the style and color are determined, shall then contact the appropriate uniform vendor(s) to arrange for its purchase.

ARTICLE VII

GROOMING

Patrolmen shall have the right to wear a beard or a mustache. If a beard or mustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance. Full and partial beards are authorized, but patchy, spotty clumps of facial hair are not considered beards and as such are not permitted. The bulk of the beard, (distance that the mass of facial hair protrudes from the skin of the face) shall not exceed one-half an inch (1/2"). The length of the individual facial hair shall be limited to three-quarters of an inch (3/4"). No portion of any mustache will extend below the lipline of the upper lip. The Chief of Police shall have the responsibility of resolving any questions that may arise pursuant to this Article.

ARTICLE VIII

EXTRA PAID DETAILS

1. The assignment of police 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 it is 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 assignments 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. Police officers shall be assigned to extra paid details upon the request of any private or governmental body or person or where required by ordinance or statute. In addition, the Chief of Police or his designee shall require that one or more police officers be assigned on an extra paid detail whenever there is work being performed on or near a public street or sidewalk which may obstruct either the flow of traffic or the view of either motorists or pedestrians, block the path of pedestrians or create a hazard to motorists and/or pedestrians, only if said work creates more than a short term interference. Furthermore, whenever there are persistent reports of problems at cafes, clubs, pubs, taverns or similar establishments or at restaurants or eating establishments, including so-called "fast food" establishments operating without police officers on extra paid details, either the Chief or the Association may submit written notification of such persistent problems to the Licensing Commission. The Licensing Commission shall then hold a hearing within thirty (30) days of its receipt of any such notification on the question of whether and under what circumstances one or more police officers shall be required to be present on an extra paid detail at any such establishment as a condition of maintaining its license.
3. All patrolmen who are assigned to extra paid details shall be paid for each hour or portion thereof with a minimum guarantee of four hours at the rate of one and one half times the hourly rate of a third year patrolman adjusted by the following contractual salary augmentations: hazardous duty pay (5%), annual uniform allowance (3%), annual uniform cleaning allowance (1%) and Master's Degree (30%). For all extra paid details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day the patrolmen working such details shall be paid at the rate of one and one half times (1 1/2) the aforesaid detail rate of pay with a minimum guarantee of four (4) hours. Patrolmen shall be compensated for extra paid details at the same rate of pay irrespective of whether they are worked for the City, for the Schools or for private parties, except that the extra paid detail rate for such school functions shall be thirty-six dollars (\$36) per hour.
4. Notwithstanding the above-referenced minimum guarantee of four (4) hours, the minimum guarantee for any extra paid detail that is called in on the day of the detail shall, except in the case of a bona fide emergency that could not have been scheduled in advance or otherwise anticipated, be eight (8) hours. This eight (8) hour minimum shall also be applicable to instances in which a work crew or any other party that was required to hire an Extra Paid Detail Officer pursuant to Section 2 of this Article has failed to do so.
5. If no regular officers are available for extra paid details, they shall first be offered to retired police officers from the Taunton Police Department who have submitted a written statement of their willingness to work such details. No such assignment shall be made to reserve officers unless no regular or retired officer is available. No such assignments shall be made to auxiliary policemen, special policemen or other persons unless no regular, retired or reserve officers are available.
6. All such hours or portion thereof worked between midnight and 8:00 AM shall receive, in addition to the amounts set forth in Section 3, an additional \$1.00.
7. In addition to the amounts set forth in Section 3, a premium payment of \$2.00 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 a strike, lockout, picketing or other form of labor dispute.

8. 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 3.

9. 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.

10. The bills for all extra paid details will be sent out within seven (7) days of the date on which the work is performed. If any such bill has not been paid within seven (7) days thereafter, a second bill will be immediately sent out with a warning that legal action will be instituted if the second bill is not paid within seven (7) days. If that second bill is still not paid within seven (7) days after it has been sent out – i.e., within a maximum of twenty-one (21) days from the date on which the work was performed – appropriate legal proceedings seeking both payment in full and the statutory criminal penalties shall be instituted by the Chief or his designee. In order to implement and/or supplement the foregoing, the following procedures and/or commitments shall be in effect:

a. The specifications for all jobs contracted by the City shall provide for the payment of all bills for extra paid detail work within seven (7) days after the date of the bill for such work. The specifications for all such work shall further require that any prospective contractor shall, as a condition of being awarded a contract by the City, make an advance payment to the City that is equivalent to twenty five percent (25%) of the estimated cost of the extra paid details; such advance payments shall be reimbursed to the contractors by the City upon satisfaction of all their extra paid detail obligations.

b. All such money that is received by the City in payment for actual or anticipated extra paid details shall be kept in a fund that is separate from all other City funds in accordance with Chapter 44, Section 53C of the General Laws. The City shall appropriate the sum of \$20,000.00 and shall deposit that amount in the extra paid detail fund as an initial deposit. Patrolmen who work extra paid details shall be paid out of the extra paid detail fund within ten working days after receipt by the City of payment for their services or, if such payment is not received by the City, the City guarantees that each patrolman shall be paid in full for all of his work on extra paid details within a maximum of five (5) weeks after the work has been performed.

11. The Guidelines for the Extra Paid Details Hiring System that are attached to this Agreement as Appendix A shall be incorporated by reference herein. If it is determined that a Patrolman has been improperly bypassed or otherwise deprived of an opportunity to work an extra paid detail because the detail was not distributed in compliance with the provisions of this Article and/or the Guidelines (Appendix A) that are attached hereto, that patrolman shall have his or her name moved to the top of the detail list. This movement to the top of the detail list shall eliminate any right to a monetary remedy.

12. a. Whenever the City is informed by a state agency or otherwise becomes aware of a repair, reconstruction or construction project that will be performed on a bridge in the City of Taunton by any state agency or by any subcontractor thereof, the Chief of Police shall assign the Department's Extra Paid Detail Hiring Supervisor and the TPPA President (or the President's designee) to review the proposed project for purposes of determining whether or not an Extra Paid Detail Officer must be hired because the project meets the standard for detail hiring that is set forth in Article VIII, Section 2 of the parties' collective bargaining agreement. Such review may consist of, but not be limited to, an actual physical visit to the proposed worksite, interviewing the appropriate officials of the state agency or subcontractor thereof charged with performing the project in question and/or reviewing proposed plans of the project in question.

b. The Extra Paid Detail Supervisor and the TPPA President (or the President's designee) shall then submit a written report of their findings to the Chief of Police which shall include their recommendation as to whether or not an Extra Paid Detail Officer must be hired by the state agency or subcontractor thereof because the project meets the standard for detail hiring that is set forth in Article VIII, Section 2 of the parties' collective bargaining agreement.

c. If, in the above-described written report or at any other time while the project in question is ongoing, the Extra Paid Detail Supervisor and the TPPA President (or the President's designee) determine that the project meets the standard for detail hiring that is set forth in Article VIII, Section 2 of the parties' collective bargaining agreement, the Chief shall immediately initiate a written communication to the appropriate individual employed by the state agency or subcontractor thereof who is charged with the supervision of the project requesting that an Extra Paid Detail Officer be hired by the state agency or subcontractor thereof pursuant to the recommendation of the Extra Paid Detail Supervisor and the TPPA President (or the President's designee). The Chief's written communication shall be prepared in a form that is acceptable to and approved by the TPPA's Executive Board and shall request that the state agency or subcontractor thereof respond to the Chief's communication in writing within five (5) days.

d. In the event that the state agency or subcontractor thereof fails to hire an Extra Paid Detail Officer as recommended by the Extra Paid Detail Supervisor and/or the TPPA's President (or his designee), the City and the TPPA agree to collaborate by jointly petitioning the Superior Court for injunctive relief in order to compel the state agency or subcontractor thereof to hire an Extra Paid Detail Officer as per the recommendation(s) that is (are) described in Sections B and C above.

e. In the event that the Court refuses to issue the petitioned for injunctive relief, the TPPA agrees that it will be estopped from filing a grievance or any other legal action to force the City to hire an Extra Paid Detail Officer or to collect monetary damages for failure to hire an Extra Paid Detail Officer for the duration of the project in question.

ARTICLE IX

RELIEFS AND SENIORITY

1. When an opening occurs within a relief, including an opening for a special assignment, the vacancy shall be posted in a conspicuous place in each station by the Chief or his representative within four (4) days after the opening occurs. Patrolmen who are on vacation or otherwise absent during the posting period, except those on leave of absence, shall be notified by mail of any such opening within the same four (4) day period. Thereafter, the notice shall remain posted for five days. Within fourteen days after the conclusion of the said five (5) day posting period, the senior patrolman who requests in writing within the five (5) day posting period to be placed in the opening shall be given the opportunity to fill it.

In the event that an opening within a relief is posted and no patrolman submits a written request to fill the available position within the five day posting period, the Chief of Police may fill the position by involuntarily transferring the least senior member of the bargaining unit on the other two reliefs provided that the City deems that it is necessary to fill such opening. If the Association disagrees with the City's determination of necessity to fill any such opening by an involuntary transfer, the disagreement shall be subject to the contractual grievance and arbitration procedure solely on the basis of whether such determination was based upon public safety needs.

2. The following special assignments shall be filled by patrolmen at all times so long as the City determines that said positions are to be filled:

Community Police Officers
Computer Systems Administrator
DARE Officer
Second DARE Officer
Domestic Violence Officer
Assistant Domestic Violence Officer
K-9 Officers
Parking and Meter Maintenance Officer
Plainclothesman
Public Safety Officers
School Resource Officer
Traffic Officers
Validation Officers
Vehicle Maintenance Officer

All special assignments that exist as of the date of ratification of this Agreement shall continue to exist throughout the term of this Agreement.

3. Whenever a vacancy occurs in any position that is considered to be a special assignment pursuant to this Article, the vacancy shall be posted as provided in Section 1 above. Officers interested in applying for the vacant post shall submit a letter of application by 5:00 p.m. on the

