

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.

37. The Detail Hiring Officer position in the Supervisory Union will be transferred to the day shift, shall work an administrative schedule and shall have duties as assigned by the Chief relative to detail hiring, detail supervision, detail administration, detail billing, overtime monitoring and scheduling additional duties as assigned. (99-02 moa)

Article 8 - Reliefs and Seniority.

1. When an opening occurs within a relief, including 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. Officers 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 (5) days. Within fourteen (14) days after the conclusion of the said five (5) day posting period, the senior officer 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.
2. The Chief of Police shall give consideration to seniority and qualifications when exercising his judgment in assigning officers to special details such as the detective division, identification and photography unit, prosecuting officer, special duty officers and meter shop. The right of the Chief of Police to assign members of the Association to the Detective Division shall continue as in the past. For the purposes of this agreement, the following positions shall be considered Special Assignments: "Prosecutor, Detective Supervisors. (99-02 moa).
3. For the purpose of this Agreement, seniority of officers shall begin with their date of appointment to that particular rank, in the event that two (2) or more officers within a rank share the same date of appointment, then their relative seniority shall be determined by their respective dates of appointment as regular members.
4. Whenever an officer feels that his assignment to, or failure to be assigned to a particular position is arbitrary, capricious, unfair or otherwise improper for any reason that is not expressly provided for in this agreement, he may appeal that decision to the Mayor, at any time within the first three (3) months after the decision. The Mayor shall have the right to remedy any such decision that he finds to be arbitrary, capricious, unfair or otherwise improper for any reason that is not otherwise expressly provided for in this agreement by means of a binding executive order. Any such appeal to the Mayor must be filed by the officer directly affected by the decision.
5. In the event that an opening is posted and no officer of that rank submits a written request to fill the available position within the five (5) day posting period, the Chief of Police may fill the position with the Junior Officer of that rank, 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.

6. When a vacancy in a permanent Civil Service position with the rank of Captain or Lieutenant has lasted more than 90 consecutive days, a temporary appointment shall be made to the vacancy. The City shall appoint the applicant with the highest placement on the Civil Service eligible list for that rank. In the absence of any applicants, the City shall appoint the most junior officer qualified for the position. **(From settlement of professional standards grievance)**

Article 9 - Overtime.

1. Any officer who is called, ordered, requested or required by the Chief of Police or the Officer in Charge of a relief to report for duty during a period of time that he would normally be off duty shall be paid for such hours at the hourly rate of one and one-half times (1-1/2) one fortieth (1/40th) of his regular weekly wage. Any officer who reports for such duty shall receive a minimum of four (4) hours pay at the aforementioned rate.
2. Any officer who is detained or required by the Chief of Police to remain on duty beyond his regular tour of duty shall be paid for such time at a rate of one and one-half (1 1/2) times one fortieth (1/40th) of his regular weekly wage. Any officer who so remains on duty for thirty (30) minutes beyond his regular tour of duty shall be paid for a minimum of two (2) hours at the aforementioned rate.
3. A Lieutenant or Sergeant shall serve as the commanding officer of each relief at all times.
4. Insofar as practicable, overtime shall be allocated on an equitable basis. In order to comply with the intent of this section, overtime assignments shall be allocated by the commanding officers of each relief in the following manner:
 - A. Each commanding officer shall maintain or be supplied with a roster of each relief showing the number of overtime assignments credited to each officer on the relief
 - B. Wherever possible, overtime assignments will be filled by looking at the position to be filled created by the vacancy. If the position calls for a Sergeant, then a Sergeant will be called. If the position calls for a Lieutenant, then a Lieutenant will be called. If the position calls for a Captain, a Captain will be called. The person who comes in on the overtime basis, no matter what rank, will perform in the position created by the vacancy.
 - C. The commanding officer will first examine the roster of his own relief and will offer the overtime assignment to those men in the rank involved who are on a day off or are on vacation starting with the man credited with the fewest overtime assignments. If that man is unavailable or unwilling to accept the assignment, the commanding officer will offer it to the man in the rank involved credited with the next fewest overtime assignments. This process will be continued until the vacancy is filled.
 - D. If the commanding officer is unable to fill the vacancy from within his own relief, he shall then refer to the roster of the prior relief and offer the assignment to the men in the rank involved starting with the man credited with the fewest overtime assignments and continuing the process until the position is filled.

E. If the commanding officer is unable to fill the vacancy from the prior relief, he shall repeat the same process with the roster for the next relief.

F. If the vacancy in question is not filled by officer in the rank involved as a result of the foregoing procedure, the procedure shall be repeated for the next lower rank, and if necessary, for the next rank after that.

If the position cannot be filled by an officer in the rank involved, then the following order will be used.

If the position is a Sergeant's position and no Sergeant wants to work, then the position will be offered to Lieutenants, then Captains.

If the position is a Lieutenant's position, and no Lieutenant wants to work, it will then be offered to the Sergeants first, then Captains.

Article 10 - Sick Leave.

1. Each officer covered by this Agreement shall be entitled to one and one quarter (1-1/4) days of sick leave with full pay for each month of service
2. Scheduled days off on which an officer is sick shall not be deducted from his accumulated sick leave days; nor shall any days be deducted from an officer's accumulated sick leave for any days lost due to an illness contracted or injury sustained in the line of duty.
3. Officers shall be entitled to their current sick leave as it becomes earned. Sick leave shall not be taken in advance. There shall be no limit to the number of unused sick days which an officer can accumulate.
4. An officer, upon his retirement or his wife, heirs or estate upon his death- shall receive a lump-sum payment equivalent to seventy five percent (75%) of his regular day's pay at the time of his retirement or death for each unused day of sick leave, with no limit on said amount. For the purpose of computing this payment, an officer's regular day's pay shall be one-fifth (1/5) of his regular weekly wage at the time of his death. Any member who is eligible to receive a sick leave redemption benefit, or who is entitled to receive his accumulated vacation time upon separation from employment, may elect to receive such compensation in any one of the following manners so that the member can mitigate the income tax consequences that may arise:
 - i. One lump sum payment;
 - ii. Two equal payments, one remitted upon retirement, death or separation from employment as the case may be, and one remitted on the following January 1st,

- iii. Three equal payments, one remitted upon retirement, death or separation from employment as the case may be, one remitted on the following January 1st and the final payment remitted on the January 1st after that; or
- iv. An annuity plan of the employee's choice.

(99-02 moa) (05-08 MOA).

5. In the event that a member of the bargaining unit exhausts all of his sick leave days, other members of the bargaining unit shall be permitted to cover his shifts on a voluntary basis so that the sick or injured officer is able to continue receiving his regular week's pay subject to the proviso that no member of the bargaining unit shall be permitted to provide coverage for another member is providing such coverage would bring that member into a mandatory overtime situation under the Fair Labor Standards Act.

Article 11 - Records.

1. The Chief of Police shall maintain a complete record of all overtime and sick leave accumulation and shall make such records available upon the request of any officer or representative of the Association. An up-to-date typewritten record of all overtime and sick leave accumulation shall be sent to the Secretary of the Association before March 1 of each year of this contract for the purpose of posting on the bulletin boards.

2. Upon request to the Chief, the Association shall have access to and may examine and photocopy all departmental records that may have an impact upon the working conditions or job requirements of its' members. Examples of the kind of departmental records that are intended to be covered by this clause are arrest and sector coverage calls.

Article 12 - Court Time.

1. Upon request to the Chief, as used herein, court time shall mean and include any time, attendance or related service by an officer at or in any matter of a criminal or civil nature before any state or federal court, administrative agency or other instrumentality of government such as the Municipal Council or a sub-committee thereof. Any officer who is required to or attends court on his own time in the prosecution of or other performance of police duty in the course of a case or controversy shall be paid at one and one-half times his regular hourly rate of pay with a minimum guarantee of four (4) hours pay, computed on the aforesaid basis.

2. Any payments red by an officer pursuant to General Laws, Chapter 262, Section 53 shall be deducted from the amount which the City would otherwise be obligated to pay under the above paragraphs.

Article 13 - Holidays.

1. The following days shall be considered as holidays:

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

2. Each officer covered by this agreement shall receive for each of the said holidays, holiday pay in the amount of one-fourth (1/4) of his regular weekly wage. The holiday pay shall be in addition to his regular weekly wage. The holiday pay shall be in addition to his regular weekly wage for that week and shall be paid to each employee regardless of whether or not he performs any duties on such holidays.

Article 14 - Temporary Service Out of Rank.

1. Any officers temporarily assuming the duties and responsibilities of a higher rank shall receive the pay of that rank for all times spent performing those duties and responsibilities from the time he assumes them until he is relieved of them. The said pay, which for the purpose of this Article shall not include vacation pay, shall be computed on the basis of a five(5) day work week.

2. Any member of the Taunton Police Department who is injured or becomes ill in the line of duty while working in a higher rank shall be compensated at the rate established for such rank for the duration of his absence from the job because of such injury or illness.

Article 15 - No Hiring Other Than Police Personnel.

1. Neither The City of Taunton nor the Chief of Police shall under any circumstances hire or engage any person or persons, whether paid or not, for police duty other than a regular or reserve member of the Police Department, unless no regular or reserve officer is available.

2. This Article is not intended to affect the hiring of civilians for school crossings. The Civil Defense Act and its' operation by the City shall in no way be affected by this Article.

3. The City agrees that it will bargain with the Union before formulating a proposal to the City Council for a Deputy Chief position. (05-08 MOA)

Article 16 - Association Business Leave.

1. Up to three (3) members of the four (4) member Association Negotiating Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Association held for the purpose of negotiating the terms of a contract. Wherever practicable, the Chief or his representative shall be notified at least twenty-four (24) hours in advance of the identity of the three (3) members.
2. The members of the Association Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Association and for the time required to prepare and process grievances, when such activity takes place at a time during which such employee is scheduled to be on duty. Wherever practicable, the Chief or his representative shall be notified at least twenty-four (24) hours in advance of the identity of the said member.
3. Members of the Association who attend the annual convention of the Massachusetts Police Association held within the Commonwealth as official delegates shall be excused from duty and from attendance at a police station or any other place without loss of pay for two (2) days. Official delegates shall not exceed two (2) for every twenty-five (25) members, or major fraction thereof of the Association.
4. Other reasonable requests for leave with pay for Association conventions and conferences shall be granted wherever practicable by the Chief.

Article 17 - Association Activity Protected.

1. No employee of the Taunton Police Department shall be prohibited from or discriminated against in any way for participating in any lawful activity on behalf of the Association or its' members.
2. The City agrees that the Association shall have the right to use the police headquarters building, except the Chief's office and records room or any public building for its' meetings.

Article 18 - Disciplinary Action.

It is the intent of the parties to this Agreement that no employee covered by this contract shall be removed, discharged, suspended or disciplined in any other manner except for just cause within the meaning of Chapter 31 of the Massachusetts General Laws as the same may be amended from time to time hereafter.

Article 19 - Health Insurance.

- a. The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following provides under the following plans:

HMO Policy (HMO Blue New England)

Existing employees (as of June 1, 2004 and currently enrolled in a city health plan as of June 1, 2004):

City 77%

Employee 23%

New Hires:

City 75%

Employee 23%

Indemnity Plan (Blue Care Elect PPO)

All employees:

City 75%

Employee 25%

b. The City shall continue to provide its employees life insurance coverage on the same terms as present at the contribution rate of 75% for the City and 25% for the employees.

c. The City Treasurer shall deduct the employees' share for health and life insurance premiums on a weekly basis. The employees' share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

d. The Mayor shall submit Section 8A of Chapter 32B to the Municipal Council for its consideration and will sign such legislation should the Municipal Council vote its acceptance.

e. In the event that MIA or the third party administrator acting pursuant to this Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the TPSPA and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with the TPSPA over the impact of the change(s). (02-05 MOA)

Article 20 - Itemized Deductions (Payroll).

Each weekly payroll check shall be accompanied by an itemized voucher listing deductions.

Article 21 - Longevity Pay.

1. Longevity payments in the following amounts will be granted to any officer who attains the number of years of creditable service in the contributory retirement system set below. For purposes of this article, 'years of creditable service in the contributory retirement system' will include time on the reserve or permanent intermittent list. (05-08 MOA).

5 yrs	2.2% of annual pay
10 yrs	2.8% of annual pay
15 yrs	3.4% of annual pay
20 yrs	4% of annual pay
30 yrs	6.2% of annual pay
(99-02 moa)	

2. The longevity payments set forth above shall be in addition to the regular salary paid to the officer under the schedules contained in Article XXX hereof.

Article 22 - Days Off.

The schedule of days off shall be arranged so that each officer shall work a "5 and 3" schedule consisting of five (5) consecutive days on and three (3) consecutive days off.

Article 23 - Hours of Work.

1. The schedule of working hours for the members of the Police Department shall be as follows.

First Relief from roll call at 12:45 AM to 8:15 AM
 Second Relief from roll call at 8:15 AM to 5:15 PM
 Third Relief from roll call at 5:15 PM to 12:45 AM

2. All members of the second (2nd) relief shall be entitled to fifty (50) minutes for lunch between the hours of 12:00 noon and 2:00 PM plus 2.5 differential.

3. All members of the third (3rd) and first (1st) reliefs shall be entitled to thirty (30) minutes for lunch to be taken at the discretion of the commanding officer.

4. The present practice of granting officers two (2) hours off for dinner on Christmas Day and Thanksgiving Day shall continue.

Article 24 - Vacations.

1. Upon their anniversary date officers with more than five (5) years of service shall receive four (4) weeks vacation. Those with more than ten (10) years of service shall receive five (5) weeks vacation. Those with more than 20 (20) years of service shall receive six (6) weeks vacation. Those with more than twenty nine (29) years shall receive seven (7) weeks vacation. "Years of Service" for purposes of this article shall be defined as years of creditable service in the contributory retirement system, and will include time on the reserve list. (From settlement of CSA grievance, AAA Case No. 1156-03)(05-08 MOA).

2. Officers of different rank in the same division and those of the same rank in different divisions may overlap their vacation leave.

3. The method of the selection of vacation periods by the officers covered by this contract shall continue in accordance with the present practice. Notwithstanding the foregoing, with respect to scheduling of vacation for administrative officer positions, the vacation request shall be made at least 14 days in advance, approval shall not be unreasonably withheld. Vacations can be taken with fewer than 14 days notice for cause shown and approval by the Chief of Police. This language shall not apply to the five floating vacation days. (99-02 moa).

4. During his last year of service a member of the Bargaining Unit shall accrue vacation pay on a prorated basis which shall be paid to him upon his retirement or termination. The computation shall be made on a calendar year basis with the employee being credit with each complete month since January 1st prior to the date of his retirement or termination. He shall be credited with the final month of his employment if his retirement or termination occurs after at least half of that particular month has passed.

5. Members of the Bargaining Unit shall be allowed to use their vacation days in five (5) day increments.

6. Each officer shall be allowed to utilize five (5) of his vacation days as "floating days" which may be utilized at the time of his choosing.

7. Each officer shall be allowed to carry over five (5) of his vacation days each year to the following year. These days must be utilized during the following year.

8. Members of Association shall be allowed to use their vacation days in any combination of days including single days. (99-02 moa).

9. Article 10, Section 4, shall apply to members who are entitled to receive accumulated vacation time upon separation.

Article 25 - Leave of Absence.

1. Leaves of absence without pay for a limited period not to exceed three (3) months shall be granted for any reasonable purpose. Such leaves may be extended or renewed but not so that the total period of leave exceeds one year.

2. Any period of time that is extended for a leave of absence without pay under this Article shall not be included in computing an officer's seniority or longevity.

Article 26 - Health and Safety.

1. The City shall provide efficient and safe equipment and material to protect the health and safety of the members of the Taunton Police Department..

2. A safety committee of this Association shall meet with the Chief of Police and/or the Police and License Committee of the Municipal Council at least once each month to discuss and make

recommendations for improvements for the general working conditions and health and safety of the employees.

Article 27 - Grievance Procedure.

1. The Grievance Committee shall consist of the officers of the Association.

Complaints, disputes, controversies of any kind, which arise between one or more officers and the City or its' agents concerning the working conditions, hours of work, wages, fringe benefits, or rates of pay referred to in this Agreement, or which are provided for by statute, charter provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement, may be processed as a grievance under the following procedure:

Step 1.

Grievances may be first presented by the officer and/or the Association relief representative to the superior officer involved and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with his representative over the Department communication system telephone or other available means to advise him of the grievance. The grievance will be filed within 60 days of the action giving rise to the grievance, or, if the grievant does not learn of the action until after it has occurred, within 60 days of the date the grievant learned of the action. (05-08 MOA).

Step 2.

If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Association and presented to the Chief of Police. The Chief, or in his absence the Acting Chief shall meet with a member or members of the Grievance committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty-four (24) hours after the meeting.

Step 3.

If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Mayor or his representative within five (5) days from the receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Mayor or the Mayor and the Municipal Council Committee on Police and Licenses, at the option of the grievant, shall meet with a member or members of the Grievance Committee within five (5) days to discuss the grievance and will answer the grievance in writing within twenty four (24) hours after the meeting ends. All such meetings shall be held in private unless the grievant requests otherwise.

Step 4.

If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted within forth five (45) days to the American Arbitration Association for arbitration in accordance with its rules. (05-08 MOA)

All grievances beyond Step 1 shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. The award of the arbitrator shall be final and binding upon the parties covered in this agreement.

Any dispute which is submitted as a grievance for resolution under this Agreement shall not be arbitrable under any section of this Agreement if such dispute or grievance is a suitable matter for submission to the Massachusetts Civil Service Commission unless the employee, in writing, waives his rights under Civil Service.

Any of the time limits set forth in this Article may be modified in any case by mutual agreement of the parties.

Article 28 - Indemnification of Officers.

1. Officers shall continue to receive their regular compensation during any period of absence from duty because of disability (total or partial) resulting from personal injury, sickness or illness arising out of and in the course of their employment, or arising out of the ordinary risks of the street while on duty.
2. The City shall also pay all hospital and medical expenses incurred by officers as a result of such personal injury, sickness or illness.
3. The obligation to make such payments shall continue after retirement in accordance with the provisions of Section 100B of Chapter 41 of the Massachusetts General Laws as the same may be amended. Further, such payments shall continue irrespective of whether the officer's retirement was the result of disability for which the expense is sought. In the event that the said Chapter 100B is amended, this clause may be re-negotiated at the option of the Association.
4. Injured On Duty Leave (05-08 MOA):
 - (1) [Skipped]
 - (2) Whenever an Officer suffers a personal injury, sickness or illness within the meaning of Section 1 of this Article, he shall be required to submit a written report of the events giving rise to such personal injury, sickness or illness to the Police Chief prior to ending his/her shift. This reporting timeframe may be extended with consent of the Chief should the circumstances warrant. Furthermore, in the event that a Officer's condition prevents him from submitting a written report within the specified timeframe, said reporting timeframe shall be automatically extended until such time as the Officer is capable of submitting a written report.

- (3) In the event that an Officer requires medical treatment as a result of any personal injury, sickness or illness within the meaning of Section 1 of this Article, the Officer may select a doctor of his own choosing both for the initial treatment of his condition and for any subsequent treatment regimen that may be prescribed by his physician relating to said personal injury, sickness or illness.
- (4) The City will not be financially responsible for payment of any bills for any medical, psychological or chiropractic personnel or facility engaged by the employee unless advance approval is obtained, except for treatment received in an emergency situation.
 - a) An employee requiring benefits under this section must provide medical certification from his/her treating facility documenting the nature of the injury/illness, the prognosis for further treatment and expected return to work.
- (5) The City may utilize the services of an outside consultant of its choice who will negotiate the rates that the City will pay for the hospital and/or medical expenses of Officer who are disabled within the meaning of Section 1 which the City is required to pay pursuant to Sections 2 and 3 of this Article.
- (6) In the event that the City's consultant is unable to negotiate a rate that is acceptable to the City when an Officer's physician has prescribed a certain course of medical treatment, the TPSPA agrees to meet with the City in order to explore whether or not an alternative physician who is also acceptable to the Officer may be available to perform the Officer's prescribed course of medical treatment at a rate that is acceptable to the City. However, in the event that an agreement cannot be reached on an alternative physician for good reason, the City shall pay the Officer's physician's lowest offer to perform the medical services at issue.
- (7) In the event that the City wishes to refer an Officer who suffers a personal injury, sickness or illness to a physician for a second opinion to confirm that he remains disabled within the meaning of Section 1 of this Article and is therefore entitled to further compensation pursuant to this Article, the following conditions must be met:
 - a) The City agrees that it will not arbitrarily refer an Officer for a second opinion under this Section and must have good reason for such referral which shall be articulated to the TPSPA at the time of the referral.
 - b) Notwithstanding the good reason standard that is set forth in Section d above, the City may refer any Officer who has been on a leave of absence pursuant to this Article for a period of six (6) consecutive months or longer for a second opinion to confirm that he remains disabled and therefore entitled to further compensation under this Article.

- c) The physician to whom the City wishes to refer the Officer for a second opinion must be impartial and must possess qualifications that are equal to or greater than those of the Officer's own physician. Furthermore, the physician must specialize in the same field(s) as the Officer's own physician.
 - d) In the event that the City refers an Officer for a second opinion pursuant to this Section, the City shall not be permitted to refer that Officer for an additional second opinion for at least thirty (30) days after the original second opinion was rendered.
- (8) If, after an Officer is referred for a second opinion in accordance with Section 4(e) of this Article, there is a conflict between the Officer's physician and the City's physician with respect to whether or not the Officer remains disabled within the meaning of Section 1, the Officer shall be referred for a third medical opinion in accordance with the following terms:
- a) The physician to whom the Officer will be referred for the third opinion must specialize in the same field(s) as the Officer's own physician.
 - b) The City and the TSPA shall meet in order to designate a list of physicians who are mutually acceptable.
 - c) Once the list is agreed upon, the City shall then select from among the physicians on the list to conduct the examination.
 - d) The third medical opinion that is rendered as a result of the examination shall determine whether the Officer remains disabled within the meaning of Section 1 and is therefore entitled to further compensation pursuant to this Article.
 - e) In the event that the third opinion confirms that the Officer is disabled within the meaning of Section 1, the City shall not be permitted to refer that Officer for an additional second opinion pursuant to Section 4(e) of this Article for at least sixty (60) days after the third opinion was rendered.
 - f) Nothing in this Section shall be construed to diminish in any way an Officer's right to have his hospital and medical expenses paid by the City pursuant to Sections 2 and 3 of this Article.

5. Bargaining Unit members on injured leave shall continue to accumulate sick leave under the provisions of Article X while on said injured leave. Bargaining Unit members shall continue to accrue vacation benefits under Article XXIV while on said injured leave provided however no Bargaining Unit member shall have any vacation accrual if the injured leave is for a period in excess of fifty two (52) weeks.

6. In the event that an employee has been absent on injured leave (41-111F) for twelve (12) consecutive months, the City shall submit a petition for involuntary accidental disability retirement.

A petition for involuntary accidental disability retirement may be submitted for an employee who has been absent on injured leave (41-111F) for a period of less than twelve (12) months if there is sufficient medical information that the employee will be unable to return to work and the Mayor and the Chief agree to submit the petition. The City agrees that the rights gained herein shall not be exercised arbitrarily and capriciously and will be based solely on the medical information available.

Article 29 - Management Rights.

It is recognized by the parties hereto that the City retains all of the usual and customary management rights, subject to the terms of this agreement.

Article 30 - Salaries.

1. Salary Schedules

A. Effective July 1, 2005 the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows, reflecting a 3% increase: (05-08 MOA)

Sergeants	48,824.96
Lieutenants	56,148.70
Captains	64,570.98

B. Effective July 1, 2006 the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows, reflecting a 3% increase: (05-08 MOA)

Sergeants	50,289.70
Lieutenants	57,833.16
Captains	66,508.11

C. Effective January 1, 2007 the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows, reflecting a 2% increase: (05-08 MOA)

Sergeants	51,295.50
Lieutenants	58,989.82
Captains	67,838.27

D. Effective July 1, 2007 the annual salary schedule for the members of the Taunton Police Department covered by this Agreement shall be as follows, reflecting a 2% increase: (05-08 MOA)

Sergeants	52,321.41
Lieutenants	60,169.62
Captains	69,195.03

2. In addition to the foregoing general salary increase, all officers shall be paid an amount equal to five percent (5 %) of their base wage as hazardous duty adjustment. The hazardous duty pay shall be included in each officers regular weekly paycheck and it shall be included in his base pay for all compensation purposes. (99-02 moa)
3. For each year covered by this Agreement, any officer who serves as a plainclothesman shall receive, in addition to his regular salary and whatever longevity pay he may be entitled to, a sum equivalent to five percent (5%) of his regular salary.
4. A differential of five percent (5%) of his regular days' pay shall be paid to a certified Emergency Medical Technician for any day on which he utilizes or utilized his skills as an Emergency Medical technician in the performance of his regular duties.
5. A differential of five percent (5%) of his regular days' pay shall be paid to a certified Underwater Diver for any day on which he is or was assigned to an underwater diving assignment. Members who are certified divemasters will be paid a differential of 2% of their regular pay at all times. The 5% differential when performing the duties will be eliminated for certified divemasters, although it will remain in effect for "certified underwater diver". (05-08 MOA)
6. A 1% night shift differential will be paid to officers on night shifts. (99-02 moa).
7. Officers assigned to the following duties shall receive a salary differential of 5% as compensation for the training, qualifications, commitment and responsibility during the period for which they are actually performing the duties of the position "Prosecutor, Juvenile Officer, Training Officer, Special Reaction Team Supervisor, Traffic Sergeant, Grant Administrator, Accident Reconstructionist, Internal Affairs Investigator, 911 Officer." The City also agrees that as long as these positions are filled, they will be filled by members of the collective bargaining unit. (99-02 moa)
8. The City agrees to create an additional Lieutenants position in the Patrol Division, which shall be filled from the current list in accordance with Civil Service Rules and Regulations. (99-02 moa).
9. The City shall back fill a Sergeant position, which is created as a result of the new Lieutenant position. (99-02 moa).

10. Three Professional Standards Investigator positions will be posted, and Professional Standards Investigators will be assigned as necessary by the Chief from among the applicants for the positions. Nothing shall prevent the Chief from temporarily assigning personnel other than these Professional Standards Investigators to perform internal affairs investigations when, in the exercise of reasonable judgment, the Chief believes that, due to special circumstances, another member of the bargaining unit would be more suitable. When an officer is performing the duties of that position, that individual will be compensated at 5%. Assignment of Professional Standards Investigators will be consistent with the collective bargaining agreement. **(From settlement of Professional Standards grievances)**

11. The Computer Systems Supervisor and the Traffic Sergeant on the third relief will be entitled to a 5% salary differential. **(From CSA Settlement of AAA Case No. 1156-03.)**

12. The City will submit proposed job descriptions to the Association and then will engage in bargaining in accordance with its obligation to bargain under General Laws Chapter 150E. Both sides agree to negotiate in good faith over job descriptions. **(From settlement of professional standards grievances)**

13. A differential of three percent (3%) of a member's regular day's pay shall be paid for any day on which the member functions as the commanding officer or the patrol supervisor on a regular shift. **(05-08 MOA).**

14. Effective July 1, 2005, all members shall receive a 1% defibrillator premium which shall be included in each officer's regular weekly paycheck and in his base pay for all computational purposes such as computing overtime rate and retirement benefit. **(05-08 MOA).**

Article 31 - FBI School.

The City agrees to send at least two (2) members of the Police Department per year to the F.B.I. School at Quantico, Virginia. The officers selected shall be paid their regular salaries while attending the school.

Article 32 - Educational Increments.

1. The City shall accept the provisions of The Police Career Incentive Program set forth in Chapter 41, Section 108L of the General Laws. Police officers taking advantage of this program shall accumulate points for all semester credits end degrees earned in an educational institution accredited by The New England Association of Colleges and Secondary Schools or by The Board of Higher Education. points shall be accumulated as follows:

- a. One (1) point for each semester hour credit earned toward a baccalaureate or associate degree.
- b. Sixty (60) points for an associate degree.
- c. One hundred and twenty (120) points for a baccalaureate degree.

d. One hundred and fifty (150) points for a degree of master or for a degree in law.

Base salary increase for such accumulations of points shall be granted in the following manner:

a. A three percent (3%) increase for ten (10) points so accumulated.

b. A six percent (6%) increase for twenty five (25) points so accumulated.

c. A ten percent (10%) increase for forty (40) points so accumulated.

d. A fifteen percent (15%) increase for sixty (60) points so accumulated.

e. A twenty percent (20%) increase for one hundred and twenty (120) points so accumulated.

f. A thirty percent (30%) increase for one hundred and fifty (150) points so accumulate.

2. In addition to the above program, an officer shall, until such time as he accumulates ten (10) points, receive ten dollars (\$10.00) per year for each semester hour for which a passing grade is received.

3. The City shall reimburse all members of the Police Department who attend any such courses for the expenses which they incur in the purchase of textbooks and for the registration fee required for such courses.

4. Copies of all notices and circulars received by the Police Department pertaining to course offerings available to members of the Department shall be posted upon receipt.

5. The educational incentive increments that are paid pursuant to this Article shall continue to be paid irrespective of any subsequent legislative action of any kind affecting Chapter 41, Section 108L of the General Laws. (This is former section 6; it replaces the original section 5, which was eliminated pursuant to 99-02 moa).

Article 33 - Complaint Procedure.

1. It is agreed that no action of any kind shall be taken on any complaint against any officer unless the complaint is submitted in writing, signed by the complainant and sets forth the place, date, time and circumstances of the matter complained of. Any such complaint shall be immediately forwarded to the Chief of Police who shall, within twenty four (24) hours thereafter, supply copies of the complaint to the officer named therein, the President of the Association and commanding officer of the officer's relief.

2. The Chief shall conduct an investigatory hearing within five (5) days after his receipt of the complaint, at which hearing the officer named therein shall be in attendance together with his representative and, if he desires, an attorney of his own choosing. The complainant shall also

attend this meeting and shall be subject to questioning by the officer involved or by his representative or attorney. If the complainant fails to appear at the said hearing, no further action shall be taken on the complaint.

3. If, following the hearing, the Chief believes that further action may be warranted, he shall, within one (1) week of the said investigatory hearing, submit a report of his findings to the Mayor and the President of the Municipal Council, copies of which shall be promptly served upon the officer involved, his commanding officer, his representative and his attorney. Thereafter, before any farther action is taken, a hearing shall be held before the municipal Council which shall, at the option of the officer named in the complaint, be public. The Municipal Council may, for good cause shown, order that the meeting be private. At any such hearing, irrespective of whether or not it is public, the officer shall, if he desires, be represented by an attorney of his own choosing. The officer or his attorney shall have the right to examine the complainant or any supporting witnesses on any matters that are relevant to the complaint and shall have the right to present witnesses to testify in his behalf. If the complainant does not appear at this hearing, no further action shall be taken on the complaint.

4. No action shall be taken on any such complaint unless the hearing described in the preceding paragraph is held within one (1) week after the Chief submits his report - except where the officer involved or his attorney requests a continuance - and unless any action that is taken is taken within one (1) week following the completion of the hearing.

5. Any of the time limits set forth herein may be continued or extended at the request of the officer involved.

6. Any officer against whom a complaint has been filed shall have the option of recording any hearing held pursuant to this Article. In any case which the officer involved elects to record a hearing, the City may also record that particular hearing.

Article 34 - Construction of Contract Terminology.

1. The use of the words "he," "him" or "his" in this contract is based upon historical usage and the parties agree that these or similar words shall not be taken to refer to male employees only, but rather, shall be deemed to refer to all employees covered by the contract. It is the intent of the parties hereto to have all terms of this contract apply to all members of the Bargaining Unit, whether male or female.

2. Unless the context plainly requires a contrary construction, the use of such terms as "police officer", "officer", "member of the Department", "member of the Bargaining Unit", "employee" and any similar term shall all be deemed to refer to the employees covered by this agreement. For the purpose of implementing Articles VII and XV, the aforesaid terms shall be deemed to include all members of the Police Department except for managerial and/or confidential employees.

Article 35 - Implementation.

The Mayor of The City of Taunton shall promptly submit to the Municipal Council and to the General Court appropriate requests for the appropriations, ordinances and legislation necessary to implement the terms of this Agreement.

Article 36 - Severability.

Each clause in this Agreement is totally severable from every other clause hereof.

If any clause should be declared by any court, or agency of competent jurisdiction or be found to be for any other reason invalid or unenforceable, the validity of all other clauses of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Article 37 - Effectiveness.

This contract shall be effective as of and retroactive to July 1, 2005 and shall continue in full force and effect until June 30, 2008, or until a successor is executed and funded. (05-08 MOA).

Article 38 - Court Liaison Officer.

The position of court liaison officer will be filled by a Lieutenant. If no Lieutenant is available, it will be filled by a Sergeant. If the need arises to fill the assignment on an overtime basis and no Lieutenant or Sergeant is available, a Captain may fill the position on an overtime basis.

Article 39 - Military Leave.

Every officer of the Bargaining Unit who is a member of the National Guard or a reserve component of the armed forces of the United States shall be granted a leave of absence with pay during the time of his annual tour of duty as a member of such reserve unit provided, however, that such leave not exceed seventeen (17) days in any given year.

Article 40 - Police Professional Liability Policy.

The City currently maintains a Police Professional liability policy which covers the members of this Association. The City agrees to maintain this policy throughout the term of this agreement. The City shall provide the Association with a copy of this policy.

Article 41 - Response to Discriminatory Action.

Any officer who is ordered to prepare a report or a written statement that he reasonably believes will lead to his being disciplined shall be given at least forty eight (48) hours to submit the written report or statement so that he may consult with an Association representative and/or attorney of his own choosing before being required to prepare any such report or statement. It is understood by the parties that this clause is not intended to be applicable to the type of reports that officers routinely prepared in the performance of their normal duties and responsibilities.

Where an employee reasonably believes that an investigation will result in disciplinary action, he may insist on an Association representative and/or attorney of his own choosing being present as a condition of participating in an investigatory hearing.

Article 42 - Community Police.

The Captain currently assigned the additional duties of Community Policing will continue in this role of supervising and providing direction for the Community Police Program. The Captain shall receive a five percent (5%) differential, effective July 1, 1996.

Article 43 - Federal and State Grant Assignment.

The Police Sergeant currently working with the Mayor's office of Community Development will continue performing the additional duties of developing, preparing and monitoring all Federal and State grants pertaining to the Community Police program and other grants. In addition, the Sergeant will also assist the Captain in overseeing and supervising the Community Policing Program. The Sergeant shall receive a five percent (5%) differential effective July 1, 1996.

Article 44 - Appearance.

Officers shall have the right to wear a beard or mustache. If a beard or a 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 face) shall not exceed one-half (1/2") inch. 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 lip line of the upper lip. The Chief of Police shall have the responsibility of resolving any questions that may arise pursuant to this article.

Article 45 - Manning.

The position of Shift Commander and Patrol Supervisor will be filled at all times on all reliefs. Minimum staffing will include an Officer In Charge and a Patrol Supervisor. Either position can be filled by an officer in either supervisory grade. When necessary to be filled by a sergeant working out of grade, he or she will receive Lieutenant's pay. When two sergeants or two lieutenants are on the same relief, the senior of the two will be the Officer In Charge. Supervisors will not self-swap below minimum supervisory manning pursuant to this provision of the contract. (99-02 moa).

Article 46 - Union Business.

Association agrees to create a Labor-Management Committee to meet regularly to discuss grievances, working conditions. The Association President shall be allowed 4 hours off per workweek to facilitate the labor management relations process and/or grievance investigation proceeding or resolution. (99-02 moa).

Article 47 - Detective Vehicles.

As vehicles become available they shall be assigned to the Detective Supervisors with authority to domicile the same for departmental use. (99-02 moa)

Article 48 - Policies and Procedures

The parties will meet within 30 days of execution of this agreement to negotiate regarding policies and procedures, and will complete the process within six months. In the event there is a conflict between the Taunton Police Department's Policies and Procedures Manual and this collective bargaining agreement, the terms of the collective bargaining agreement will prevail. (05-08 MOA)

For the Taunton Supervisory Personnel Association, Massachusetts Coalition of Police, AFL-CIO, Local 338:

For the City of Taunton:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

This contract agreed to on _____ and effective as of _____ except as otherwise provided by its' terms, and between The City of Taunton, hereinafter referred to as 'The City' and The Taunton Police Supervisory Association, MCOP Local 308, is designed to maintain and promote a harmonious association 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.