

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF SEEKONK

AND

THE FRATERNAL ORDER OF POLICE

MASS C.O.P. LOCAL # 215

JULY 1, 2013 - JUNE 30, 2016

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AGREEMENT

Pursuant to Chapter 150E of the Massachusetts General Laws, this Agreement is made and, unless otherwise noted, shall take effect as of this First Day of July, 2013, by and between the Town of Seekonk and the Fraternal Order of Police, Seekonk Lodge #5/Massachusetts Coalition of Police (Mass C.O.P.), Local #215, AFL-CIO.

DEFINITIONS

The Town of Seekonk, for purposes of this Agreement, shall mean the Board of Selectmen.

Officer shall mean any full time member of the Seekonk Police Department.

Base pay and/or hourly rate for the purpose of this Agreement shall mean the negotiated salary plus all incentive pay earned by said officers.

NOTE: Base pay and/or hourly rate shall be determined for each individual officer and shall be the basis for determining overtime and/or time and one-half.

Probationary Employee: The probation period for all new officers shall commence from the date of graduation from the police academy or upon the date of appointment. For those new officers who have already graduated from a Massachusetts Criminal Justice Training Counsel (MCJTC) full-time recruit officer academy, or an academy accepted by the MCJTC, shall end one year from the date of appointment. Upon agreement with Local 215, the Town may extend the probationary period for an employee by up to two (2) months.

ARTICLE I

SECTION 1 – RECOGNITION

The Town of Seekonk recognizes Seekonk Lodge #5 Fraternal Order of Police - Massachusetts Coalition of Police Local #215, AFL-CIO (Mass C.O.P.) as the sole and exclusive bargaining agent for all permanent, full-time regular members of the Seekonk Police Department for the purposes of collective bargaining relative to wages, salaries, hours, working conditions, benefits, and any other terms and conditions of employment subject to negotiations under Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

The rights of the Town of Seekonk and employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions and/or disputes.

SECTION 2 - UNION OFFICERS AND ACTIVITIES

All employees covered by this Agreement, who are officers of the Seekonk Lodge #5, Fraternal Order of Police/Massachusetts Coalition of Police, Local #215, AFL-CIO, (Mass C.O.P.) or who are appointed by this organization, shall be allowed time off with pay for official Lodge business in negotiations and/or conferences with the Town and in the preparation thereof, without requirement to make up said time.

Up to two (2) members of the Lodge's Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union 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. Whenever practicable, the Chief or his designee shall be notified at least twenty-four (24) hours in advance of the identity of said members.

Members of this Lodge, who attend the annual convention of the Massachusetts Coalition of Police, as official union delegates, shall be excused from duty and from attendance at the Police Station or any other place without loss of pay or benefits for three (3) days. It is the intent of this Lodge to limit the number of delegates to two (2) members who will act as the official representatives of this Lodge to said convention.

The Chief of Police shall grant other reasonable requests for leave with pay for Mass C.O.P. meetings, conventions, and conferences when practicable.

ARTICLE II

SECTION 1 - MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, power and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestionable right, responsibility and prerogative of the management of the affairs of the Town, including the right to issue rules and regulations covering the internal conduct of the Police Department as provided by law.

SECTION 2 - EMPLOYEE RIGHTS

A personnel file of all employees shall be maintained and secured in the office of the Town Administrator and Chief of Police. An employee may request to review his/her file. The request shall be made five (5) days prior in writing to the Chief of Police. Only the requesting officer may review his / her file and this will be done under the supervision of the Chief of Police or his designee. Employees have the right to file a rebuttal relative to any document placed in their file. An employee may request to copy any document in his / her personnel provided the request be made in writing to the Chief of Police. The Chief of Police will review all requests and a decision will be rendered based on applicable law.

ARTICLE III

SECTION 1 – SENIORITY

Seniority within the Seekonk Police Department shall commence from the date of appointment as a regular, full-time member. Officers of the same grade shall rank according to the respective dates of their appointment. Two or more officers appointed to the same grade on the same day shall rank in the order of their scores at the police academy. If the scores are the same, they shall rank alphabetically by the first letter of the last name.

SECTION 2 - SENIORITY LIST

All members of the Seekonk Police Department covered by this Agreement shall have their names placed on a seniority list agreed upon by the parties hereto and said list shall be posted in Police Headquarters. Seniority shall be defined as "continuous length of service as a full time police officer in the Town of Seekonk".

SECTION 3 - SENIORITY RIGHTS FORFEITED

If an employee voluntarily resigns or is discharged for just cause, he/she shall lose all seniority rights.

SECTION 4 - WORK ASSIGNMENTS/SHIFT BIDS

The Chief of Police shall conduct an interview and consider seniority, qualifications and initiative as a basis for assigning personnel to specialized units or divisions within the Department. Patrol assignments shall be at the discretion of the Chief of Police, who will consider seniority, whenever possible, before making such assignments. In the event of a possible long-term illness or injury of a bargaining unit member, the Chief of Police shall meet with a representative of the Union to discuss a plan to temporarily transfer personnel.

Each November 1st and lasting until November 31st thereafter, all Officers will have the opportunity to bid on shifts. Prior to January 15th and effective February 1st of each year, the Chief of Police shall post a new work schedule that shall go into effect within two weeks after the posting of the work schedule.

When making assignments, the Chief of Police shall grant each officer his first choice of shifts unless; the Officers more senior to him/her have filled that Officer's first choice. In that instance, the Chief of Police shall grant that Officer his/her second choice of assignments unless that shift has also been filled with a more senior Officer. In the case that the second choice has been filled with a more senior Officer, the Chief of Police shall grant the Officer's third choice of assignments. If the Officer's third choice is filled with more senior Officers, he/she shall be assigned to the last remaining shift.

There will be no work-line bidding. The Chief of Police or his designee will assign work lines.

The Chief of Police shall determine the allocation of ranking officers assigned to each Patrol shift or other Divisions within the Department. The determination of how many ranking officers (i.e., Captains, Lieutenants, or Sergeants) assigned to each patrol shift or Division within the Department shall be made by the Chief of Police. These assignments shall take place in accordance with seniority provisions (otherwise known as a "structural supervisory shift change").

Shifts shall be defined as the following:

12 a.m. to 8 a.m. (0000 – 0800 Hours)

8 a.m. to 4 p.m. (0800 – 1600 Hours)

4 p.m. to 12 a.m. (1600 – 0000 Hours)

Unless otherwise agreed to by the Chief of Police and the Union or during a National, State or Town Emergency.

The Chief may utilize a “split shift” for patrol and supervisors. A four and two work schedule would still apply, however the officer/supervisor would work two separate shifts over the four day work period, i.e. (2) 8 a.m. to 4 p.m. and (2) 4 p.m. to 12 a.m.

Notwithstanding the other provisions of this article, the Chief of Police may establish alternate work shifts to assist in the coverage of temporary vacancies created by retirements, resignations or terminations that are expected to exceed thirty (30) calendar days in duration. In such instances, the Chief may temporarily reassign an officer to alternate work shift hours established by the Chief for the period of the temporary vacancy so as long as the Town takes reasonably prompt action to fill the vacancy. A minimum of two (2) weeks notice will be provided to the officer prior to any such temporary reassignment taking place.

SECTION 5 - VACATION SELECTION

Vacations shall be selected on a seniority basis by 12:01 a.m. of March 1st of each calendar year.

All vacation requests will be for days to be taken ending on December 31st of the calendar year. All vacation requests for dates from January 1st until March 1st of the coming year will be requested on a separate form to the Scheduling Officer. Any vacation posted after March 1st will be on first come, first serves basis.

Once finalized and posted, vacations may not be changed or exchanged without the mutual agreement of all parties and without the approval of the Chief of Police, or in his absence, the senior ranking officer. Preference shall be given to vacation requests in one week or more increments over individual requested days off.

SECTION 6 - REDUCTION IN FORCE

In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority provided said recall shall occur within twenty-four (24) months from the effective date of the reduction in force.

ARTICLE IV

SECTION 1 – DUTIES

The duties of the members of the Police Department shall consist of upholding the

Constitution of the United States, the Commonwealth of Massachusetts and all ordinances, by-laws and regulations of the Town of Seekonk.

SECTION 2 - DETAIL TO OTHER DEPARTMENTS PROHIBITED

The Town of Seekonk agrees that members of the Police Department covered in this Agreement whose duties are as defined in ARTICLE IV, SECTION 1, shall not be detailed to other departments of the Town of Seekonk except in the case of an emergency. The Chairman of the Board of Selectmen shall proclaim an emergency. The transfer from one unit to another unit within the Police Department shall be the responsibility of the Chief of Police.

ARTICLE V

SECTION 1 - STANDARD WORK SCHEDULE HOURS

The workweek shall consist of a so-called "four and two" workweek, eight (8) hours per day. Each officer shall work four (4) consecutive days and receive the next two- (2) days off. Days off will regress resulting in weekends off every 5th and 6th week.

SECTION 2 - ALTERNATE WORK SCHEDULE HOURS

Exception to the standard work schedule hours noted in ARTICLE V, SECTION 1 is the following:

The Chief of Police may assign any regular officer to a five- (5) day workweek. Such an alternate work schedule shall be limited to the following work assignments: Detective Division, Court Prosecutor, DARE Officer, School Resource Officer (SRO) and Administrative Captain. The chief may establish permanent alternate work shifts for special assignments. In each instance, the assigned officer shall receive seventeen (17) extra administrative days off per year or a proration thereof, which is commensurate with the time spent in said schedule. Additional assignments to the five day work week may be made mutual agreement between chief and union.

If a patrolman/detective is on an administrative day off and wants to work an overtime shift or detail, they would be eligible for that shift or detail according to their seniority standing as if it were a workday for them. (I.e.: A shift is open, all day off officers are asked, and then the seniority list is used. If the officer on an administrative day wishes to work when it gets to him/her, he/she has that option.)

SECTION 3 - MEAL AND COFFEE BREAKS

Members of the Police Department covered by this Agreement shall be allowed thirty (30) minutes for a meal break while still on call. Coffee breaks shall be allowed, provided the officer is available at all times and permission is obtained from the dispatcher or commanding officer.

SECTION 4 - BEREAVEMENT LEAVE

In the event a death occurs in the immediate family of a member of the Police Department covered by this Agreement, the Town of Seekonk agrees to pay such member for time lost, said time not to exceed four (4) working days, for the purpose of attending funeral services and making necessary arrangements therefore. At the discretion of the Police Chief, bereavement leave (not to exceed four days) may be granted to a member of the bargaining unit in instances where a death occurs involving an individual who has a unique relationship with the member of the bargaining unit.

The term "Immediate Family" shall be defined to include father, mother, spouse, children, step-children, grandchildren, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, sister-in-law, brother-in-law, daughter-in-law, son-in-law and domestic partner.

SECTION 5 - SHIFT EXCHANGE

Each member of the bargaining unit shall be allowed the opportunity to exchange a shift or shifts, up to a maximum of ninety (90) consecutive shifts in those instances where he/she is able to secure another officer of similar rank to work in his/her place. Such exchange shall be requested in writing and is subject to the approval of the Chief of Police. It is understood that such exchange shall only occur if there is no additional cost to the Town.

ARTICLE VI

SECTION 1 - PAID HOLIDAYS

All bargaining unit members will be guaranteed twelve (12) paid holidays as follows:

New Years Day	Memorial Day	Veterans Day
M. L. King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	The Day after Thanksgiving

Each member of the bargaining unit will receive payment for these holidays, in a lump sum, in the first paycheck for the month of November.

SECTION 2 - PERSONAL DAYS

Every regular police officer covered by this Agreement shall be granted two (2) personal days off with pay provided twenty-four (24) hours notice be given to the Scheduling Officer/Chief or in his absence, the ranking officer in charge. Personal days shall be used during a "calendar" year basis. Effective July 1, 2012, the number of said personal days shall be increased to three (3).

ARTICLE VII

SECTION 1 – SALARIES

There will be a three (3) year contract covering July 1, 2013 to June 30, 2016, with a wage increase of 2% effective July 1, 2013, a wage increase of 2% effective July 1, 2014 and 2% effective July 1, 2015.

FY 2014 – Effective July 1, 2013 - 2% increase to base pay for all members.

Title	Hourly	Daily Rate	Bi-Weekly	Annually
Patrolman, First Class	25.83	206.64	2,066.40	53,933.04
Patrolman, Second Class	24.82	198.56	1,985.60	51,824.16
Patrolman, Third Class	23.95	191.60	1,916.00	50,007.60
Academy Recruit**	22.21	177.68	1,776.80	46,374.48
Detective	28.40	227.20	2,272.00	59,299.20
Sergeant	29.67	237.36	2,373.60	61,950.96
Lieutenant	32.66	261.28	2,612.80	68,194.08
Captain	35.92	287.36	2,873.60	75,000.96

FY 2015 - Effective July 1, 2014 – 2% increase to base pay

Title	Hourly	Daily Rate	Bi-Weekly	Annually
Patrolman, First Class	26.35	210.80	2,108.00	55,018.80

Patrolman, Second Class	25.32	202.56	2,025.60	52,868.16
Patrolman, Third Class	24.43	195.44	1,954.40	51,009.84
Academy Recruit**	22.65	181.20	1,812.00	47,293.20
Detective	28.97	231.76	2,317.60	60,489.36
Sergeant	30.26	242.08	2,420.80	63,182.88
Lieutenant	33.31	266.48	2,664.80	69,551.28
Captain	36.64	293.12	2,931.20	76,504.32

FY 2016 - Effective July 1, 2015 – 2% increase to base pay

Title	Hourly	Daily Rate	Bi-Weekly	Annually
Patrolman, First Class	26.88	215.04	2,150.40	56,125.44
Patrolman, Second Class	25.83	206.64	2,066.40	53,933.04
Patrolman, Third Class	24.92	199.36	1,993.60	52,032.96
Academy Recruit**	23.10	184.80	1,848.00	48,232.80
Detective	29.55	236.40	2,364.00	61,700.40
Sergeant	30.87	246.96	2,469.60	64,456.56
Lieutenant	33.98	271.84	2,718.40	70,950.24
Captain	37.37	298.96	2,989.60	78,028.56

*In accordance with the provisions of Article VII, Section 2

**For this Agreement, Academy Recruit pay is included for reference purposes only. Academy Recruits are not recognized as members of the collective bargaining unit. However, once appointed as probationary officers, recruit pay automatically increases to

Third Class, then to Second Class upon completion of the probationary period, then to First Class two years from appointment date.

SECTION 2 – DETECTIVE / PAY DIFFERENTIAL

An officer assigned to the detective division shall receive a pay differential of ten percent (10%) after six months.

SECTION 3- OFFICER-IN-CHARGE / PAY DIFFERENTIAL

Any patrol officer who is assigned the duties and responsibilities of a Sergeant and who receives Educational Incentive compensation will receive the Sergeant's base pay plus the Sergeant's rate of Educational Incentive for the period of assignment to the higher rank.

Whenever a ranking officer is designated by the Chief of Police to serve in the Police Chief's capacity while the Chief is on vacation or extended sick leave, the designee shall be paid an additional fifty dollars (\$50.00) per week until the assignment has been completed.

When a Patrol Officer fills a ranking officer's position, the senior most Patrol Officer, with at least five (5) years of continuous full time service as a member of the Seekonk Police Department, will be the officer in charge. An exception to this rule will take place when there is an active promotional list in place for Sergeant and a member on that list is working. The senior most member on the active promotional list shall be the Officer in Charge for the shift.

SECTION 4 - INCENTIVE PAY

The Educational Incentive pay program for police officers with a reimbursement from the Commonwealth of Massachusetts, as described in M.G.L. Chapter 41, Section 108L, was adopted by the April, 1986 Town Meeting. Incentive pay will only be paid to those eligible during the month of September regardless of the dates of eligibility.

In the event that M.G.L. Chapter 41, Section 108L is repealed by the General Court, all employees for whom reimbursement is eliminated and, any officers who subsequently become eligible for reimbursement, shall then receive only one-half (1/2) of the appropriate increment, i.e. 5% for an Associates Degree, 10% for a Bachelor's Degree and 12.5% for a Master's Degree.

All employees receiving a benefit under Quinn Bill, G.L. c.41, Section 108L, shall continue to be paid said benefit pursuant to the current contract language.

Effective July 1, 2012, Employees hired after 7/1/2009, or otherwise not eligible for participation in the "Quinn Bill", shall be entitled to the following educational benefit:

5% for an Associate's Degree in Law Enforcement or 60 points earned towards a Baccalaureate degree in law enforcement

10% for a Baccalaureate Degree in law enforcement

12.5% for a Master's Degree in law enforcement or law

SECTION 5 - LONGEVITY

Each regular police officer that has attained the rank of Patrolman First Class shall be paid the following longevity benefit:

YEARS OF SERVICE	LONGEVITY BENEFIT
• 5-9 Years	2.0% of Base Pay
• 10-14 Years	2.5% of Base Pay
• 15-19 Years	3.0% of Base Pay
• 20-24 Years	4.5% of Base Pay
• 25-28 Years	5.0% of Base Pay
• 29 Years and Over	7.5% of Base Pay

SECTION 6 - MILITARY TRAINING PAY

Officers shall receive compensation for Military Training in accordance with the provisions of MGL Chapter 33, Section 59 as adopted by the Town on July 24, 2000. Such compensation shall continue to be paid until such time that the provisions of MGL Chapter 33, Section 59 is otherwise altered or repealed to remove such compensation.

SECTION 7- BI-WEEKLY PAYROLL

All members of the union will be paid Bi-Weekly and in return all holiday pay received in November will be granted in a check separate from the Bi-Weekly Payroll.

SECTION 8- SCHOOL RESOURCE OFFICER PAY

School Resource Officers will receive a 5% increase in salary.

ARTICLE VIII

SECTION 1 - SICK LEAVE

All full time members of the Department covered by this Agreement shall be granted the following sick leave:

- 0 months to six months of continual service: Full pay for three (3) days.
- 6 months to 2 years of continual service: Full pay for two weeks,
Half pay for six weeks.
- 2 years to 5 years of continual service: Full pay for four weeks
Half pay for nine weeks.
- 5 years to 10 years of continual service: Full pay for thirteen weeks
Half pay for thirteen weeks.
- 10 years to 15 years of continual service: Full pay for thirteen weeks
Half pay for thirty-nine weeks.
- 15 years to 20 years of continual service: Full pay for twenty-six weeks
Half pay for twenty-six weeks.
- 20 years to 25 years of continual service: Full pay for thirty-nine weeks
Half pay for thirteen weeks.
- 25 years and over of continual service: Full pay for fifty-two weeks.

The Town shall receive a Doctor's certificate after three (3) days of continuous sick leave. The Town reserves the right for a medical examination of employee by a physician of the Town's choice for any illness exceeding three (3) days. If it is determined that the employee is fit to return to work, the Town may terminate any further sick leave benefits. The employee's eligibility for benefits is re-established after he/she is back to work, full-time, after thirteen (13) weeks.

Notwithstanding the above provisions, in instances involving illness or injury which result in a member's absence from duty for greater than three (3) days, the member shall verbally notify the Police Chief of the status of his/her condition on the seventh (7) consecutive day of absence. If an absence continues for more than seven (7) days, the member shall provide the Police Chief with weekly, verbal, status reports of his/her condition until the member returns to duty.

Officers have the ability to utilize a maximum of three (3) days per calendar year, from their allotted sick days, for family related illnesses. Absences for this type of leave shall be requested through the OIC with a specific explanation that the leave request is for family related illness. The OIC shall require supporting documentation from the family member's physician if the absence exceeds two consecutive shifts off. The supporting documentation shall be furnished to the OIC upon the Officer's return to duty.

SECTION 2 - SICK LEAVE INCENTIVE

Any member of the bargaining unit who works six (6) months without utilizing Sick Leave benefits shall be credited with one (1) Incentive Day. Use of Incentive Day(s) shall be administered in the same manner as Compensatory Time (see Article XI, Section 2).

SECTION 3 - IN LINE OF DUTY ILLNESS OR INJURY

Every regular police officer covered by this Agreement who becomes ill or injured in the line of duty, is incapacitated, and has applied for a retirement pension from the Bristol County Retirement System, shall be granted sick leave exclusive of SECTION 1 OF ARTICLE VIII paid in full by the Town of Seekonk from the date of first illness to the date the said Bristol County Retirement System has finally acted on said application.

In the event said Officer's illness or injury is such that he/she applies for retirement through the Bristol County Retirement Board, the Town's obligation, pursuant to this section, is terminated when the Bristol County Retirement Board acts upon said application. The Board of Selectmen, acting for the Town of Seekonk, may appoint any physician to examine said Officer to determine the extent and duration of said illness or injury. The Board of Selectmen shall make the final determination. This Article does not affect Section 11 IF of Chapter 41 of the Massachusetts General Laws, outlining leave without loss of pay for police officers incapacitated in the performance of their duties.

SECTION 4 - LIGHT DUTY

An injured employee, or an employee who is partially disabled in any circumstance where he/she is not confined to their home and where he/she is determined capable of performing light duty assignments, may be required to work light duty status, provided the following holds true:

- a. Capability to perform light duty shall be determined by the employee's physician and the Town's physician. If they fail to agree, a third physician mutually agreeable between the parties shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The Town will pay for the cost of the examination. In the event that the employee's private physician and the Town physician cannot agree on a third physician to examine said employee, the employee shall be required to be examined at a Certified Occupational Health Facility with the cost of that examination being paid for by the Town. The results of the examination at the Certified Occupational Health Facility shall be conclusive on the parties.
- b. Light duty assignments will be defined as clerical work, front office work, the control center, educational or public relations duties. Cellblock watch shall not be a light duty assignment. The control center could include dispatching. The Town is aware that it may have an obligation to negotiate with the union representing the Dispatchers.

- c. No employee shall be required to leave the station while on light duty with the exception of educational or public relations assignments.
- d. Prior to reporting to light duty, the employee must be informed of the type of work he/she must do and the shift to which assigned. This must be done before the examination of the impartial physician referred to in subparagraph (a) above. This will aid the doctors in determining if light duty is possible.
- e. The employee must be granted time off for doctor's visits and therapy.
- f. Light duty assignments shall in no way further impair or add to the employee's injury.
- g. The policy shall apply only where the incapacity is expected to be temporary and irrespective of whether the injury is sustained on or off the job. The light duty policy shall apply only to injuries for which the incapacity for full duty is expected to exceed one (1) month. In addition, light duty assignments shall not themselves begin within the one-month period except by mutual agreement of the Chief and the employee.
- h. The light duty policy will not be administered in a discriminatory or retaliatory fashion.
- i. It is not the intent of this section to in any way circumvent the terms of Massachusetts General Laws.

SECTION 5 - FAMILY AND MEDICAL LEAVE

The Town of Seekonk will adhere to the Family Medical Leave Act.

SECTION 6 - INFECTIOUS/CONTAGIOUS DISEASE - VACCINATIONS

The Town shall provide to each member of the bargaining unit the proper vaccination against Hepatitis B and may provide other available vaccinations to prevent illness. Follow-up testing will be provided by the Town, when applicable, to ensure effectiveness of the immunization. Newly hired Police Officers will be offered the Hepatitis B vaccination prior to beginning patrol duties. An HIV test will be provided to any officer who has been exposed to any blood borne pathogen while in the performance of his / her duties.

SECTION 7 - INFECTIOUS/CONTAGIOUS DISEASE CONTROL OFFICER

In accordance with 105 CMR 170.380 and 105 CMR 171.223, the Chief of Police shall appoint a Designated Infectious/Contagious Disease Control Officer yearly. The Chief of

Police in consultation with the Union shall determine the description for the duties of this position. The appointed member of the Department who assumes this responsibility shall receive an annual stipend of \$500.00 for performing these duties. Payment for this duty will be made as part of the final paycheck for each fiscal year.

ARTICLE IX

SECTION 1 - VACATIONS

All members of the Police Department covered by this Agreement shall be granted annual vacations with pay as follows:

- After six (6) months service, as of anniversary of hire - one (1) week (40 hours).
- After one (1) year service, as of anniversary of hire - two (2) weeks (80 hours).
- After five (5) years of service, as of anniversary of hire - three (3) weeks (120 hours).
- After ten (10) years of service, as of anniversary of hire - four (4) weeks (160 hours)
- After fifteen (15) years of service, as of anniversary of hire - four (4) weeks and 2 days (176 hours)
- After twenty (20) years of service, as of anniversary of hire - five (5) weeks (200 hours)

During calendar year 2010 each employee shall be granted vacation time with pay upon their anniversary date of hire. The amount of such time shall be equivalent to the percentage of the calendar year that occurs between January 1, 2010 and their anniversary date. Any employee who was credited with time for annual vacations with pay as of December 31st, 2009 may utilize such vacation time, in addition to any vacation time that is granted during calendar year 2010, during the period that concludes with the employee's anniversary date of hire during calendar year 2011. Thereafter, all time for annual vacations with pay shall be utilized before the employee's next anniversary date of hire.

The Town will buy back all earned, unused vacation time from an employee who separates from service of the Town. Vacation time will be bought back at the employee's current rate of pay.

ARTICLE X

SECTION 1 - CLOTHING ALLOWANCE

All members of the bargaining unit shall be granted an annual Clothing Allowance of \$650.00. This amount can be either (1) paid on the first pay period of the Fiscal Year or (2) paid by the reimbursement option.

As of July 1, 2013 the clothing allowance will be increased from \$650.00 to \$750.00

SECTION 2 - CLOTHING AND MAINTENANCE ALLOWANCE

All members of the bargaining unit shall be granted an annual uniform cleaning and maintenance allowance for \$325.00 annually, to be paid in one \$162.50 installment on the first pay period of the fiscal year and one \$162.50 installment on the first pay period in January of each contract year.

SECTION 3 - EYEGLASSES

The Town will reimburse an officer for eyeglasses broken in the line of duty up to \$150.00 upon the timely submission of a written report of the loss and the Optometrist's invoice for approval by the Chief of Police. Eyeglasses broken because of the officer's negligence shall not receive reimbursement from the Town.

ARTICLE XI

SECTION 1 - OVERTIME, TIME AND ONE-HALF

Overtime and Special Duty shall not exceed thirty-two (32) hours in any seven (7) consecutive days unless approved or ordered by the Chief of Police, or in his absence, the Acting Chief. Overtime shall not commence until fifteen (15) minutes past the officer's normal tour of duty. Overtime shall be computed in half-hour increments.

As of July 1st, 2013 Overtime and Special Duty shall be increased from thirty-two (32) hours to Forty (40) hours in a calendar week.

Every regular police officer covered by this Agreement shall be reimbursed at one and one half (1.5) times his hourly rate for each half hour worked on a continuing basis to the regular eight (8) hour tour of duty or if recalled or requested to work by a ranking officer.

Ranking Officers may be afforded the opportunity to work patrol officer overtime to cover a post, if such work opportunity is performed in accordance with Department Policy.

All Officers shall receive Call Back Pay, paid at time and one-half (1.5) the Officer's regular rate of pay, when summoned back to duty while on official time off. The minimum amount of Call Back Pay, paid to a particular Officer, is described in the schedule below:

- When called back to duty between 0800-0000, the Officer shall receive a minimum of Two (2) Hours Call Back pay
- When called back to duty between 0000-0800, the Officer shall receive a minimum of Three (3) Hours Call Back pay
- Detectives shall receive a minimum of three (3) hours call back pay for all call back incidents

SECTION 2 - COMPENSATORY TIME

When an overtime shift becomes available, the filling officer may work for time and one half (1.5) pay or compensatory time at their option. Court time, call back and other department overtime shall be included. Pay or compensatory time must be claimed when the shift is assigned.

Requests for compensatory time use shall be granted if twenty-four (24) hour prior notice is given. On notice of less than 24 hours, compensatory time use may be granted at the discretion of the Officer-in-Charge of the shift.

If granting a compensatory day creates a potential overtime situation that in itself is not sufficient cause to deny approval of the requested compensatory day.

Compensatory time will be granted on a "first come - first serve" basis. In the event that two- (2) requests are given, seniority will rule.

If a compensatory day is denied because a genuine disruption of service would result, the officer may request that the compensatory time be converted to overtime pay and receive same in the next payroll check.

Vacation and personal day requests will always have precedent over compensatory day requests.

Accrual of compensatory time shall be limited to forty-eight (48) hours total unless approved by the Chief of Police or his designee. Compensatory time must be used within one (1) year from the date of accrual. Effective upon the parties' execution of their memorandum of agreement in MUP-11-6222, the compensatory time accrual cap shall be increased from forty-eight (48) hours to seventy-two (72) hours.

If upon separation of service an officer has compensatory time accrued, that accrued time shall be converted to a cash payment and issued to the employee within seven (7) days of separation of service.

SECTION 3 - NIGHT PAY DIFFERENTIAL

Every bargaining unit member who is engaged in regular police duty between the hours of four o'clock (4:00) PM and midnight (12:00 AM) and between the hours of midnight (12:00 AM) and eight o'clock (8:00) AM shall be compensated as the following:

From four o'clock (4:00) PM and midnight (12:00 AM) shall be compensated an additional (\$1.25) per hour.

From midnight (12:00 AM) and eight o'clock (8:00) AM shall be compensated an additional (\$1.75) per hour.

- Differential pay shall be included in base pay for the purpose of calculating overtime pay and be paid to all officers regardless if a day off is taken.

ARTICLE XII

SECTION 1 - SPECIAL DETAILS

Special details shall include all work performed that is not paid directly from a Police Department budget appropriation. Any bargaining unit member who is assigned to a special detail shall be compensated at the following rate:

- Effective July 1, 2010 to October 14, 2012 \$40.00 per hour
- Effective October 15, 2012 \$44.00 per hour

Effective July 1, 2013 Special Details and all Town details, i.e. . Town School events, Town DPW, etc. shall be paid at the rate of 1.5 times top step patrolman with Masters Quinn of the current year.

Each member shall receive a minimum of four- (4) hours pay for such detail(s). For all construction, utility, and emergency details other than Town details, each member shall receive a minimum of eight (8) hours pay for all details lasting more than four (4) hours.

All hours worked in excess of eight (8) for any one detail shall be compensated at one and one half the detail rate. Additionally, if a Special Detail is cancelled less than one (1) hour prior to the start of the Detail, the assigned member shall be compensated with a payment of two (2) hours at the Special Detail rate. Members of the bargaining unit shall be given priority in assigning Special Details.

Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees, are what the courts refer to as non-delegable exclusive managerial prerogatives. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service as well as the qualification of persons to perform traffic direction in the Town of Seekonk to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of police has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number of ranks of officer assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

SECTION 2 - HOLIDAY DETAIL COMPENSATION

Any bargaining unit member, who is assigned to a special detail on the following days, shall be compensated at one and one half (1.5) times the regular special detail rate and shall receive a minimum of four (4) hours compensation:

New Years Day	M. L. King Day	President's Day	Patriots Day
Memorial Day	Independence Day	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Christmas Eve	Christmas Day
New Years Eve	Day After Thanksgiving		

SECTION 3 - WORK NOTIFICATION PROCEDURES

Every regular police officer covered by this Agreement shall be notified in the event of any opening for regular police duty whether it is sick leave, vacation, approved leave and/or any other circumstance involving regular police duty. All overtime is to be assigned fair and equitable as designed and approved by the Union.

SECTION 4- FAILURE TO COMPLY

Failure to adhere to the notification procedure shall subject the violator to a review by the Chief of Police.

SECTION 5- Order In/Hold Over

Any overtime shift that must be ordered for coverage, shall be ordered on a rotating list. This list will be kept in the O.I.C. Office for review if needed. This list will be updated every time an order in or hold over is given. On all Major holidays (Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day & Independence day) overtime that requires order ins/hold overs will be by seniority.

SECTION 6- WAIVER OF PROCEDURE

The provision of SECTION 3 - WORK NOTIFICATION PROCEDURE, as described above may be waived entirely by the Police Chief, or the Officer-in-Charge, in the event of an "emergency". An emergency shall be described as any event of an immediate nature with possible catastrophic consequences.

SECTION 7- SICK CLAUSE

Any Officer who has been out on Sick Leave shall not be assigned any Special Details until three (3) full days have elapsed from the sick day. The provisions of this Section shall be applicable to SECTIONS 1, 2 and 3 of this ARTICLE.

SECTION 8 -FIELD TRAINING OFFICER COMPENSATION

All Officers engaged in Field Training Duties for new officers shall be compensated an additional \$25.00 for each eight (8) hours of duties performed.

ARTICLE XIII

SECTION 1 - FALSE ARREST INSURANCE

All members of the Police Department covered by this Agreement shall be protected by False Arrest Insurance that shall be paid for by the Town of Seekonk.

ARTICLE XIV

SECTION 1 - TRAINING AND USE OF PRIVATE VEHICLES

Seminars, schools, training courses and other departmental training where the entire Police Department must attend shall be staggered so as not to fall on the same day each week. Every officer covered by this Agreement shall be compensated at their regular hourly rate for time spent in attendance at such seminar, school training courses and other departmental training with the following exceptions:

Any training that exceeds the eight (8) hour workday or is done on an officer's time off will be compensated at the rate of time and one-half (1.5) their hourly salary.

SECTION 2 - MILEAGE REIMBURSEMENT RATE

Any officer covered by this Agreement utilizing private vehicles for any reason authorized by the Chief of Police, or in the absence of the Chief the Commanding Officer, shall be so compensated for miles traveled at the prevailing federal IRS rate.

ARTICLE XV

SECTION 1 - HEALTH INSURANCE

1. Full time career Officers are eligible to participate in the group health insurance program as provided by the Town. In the event that the SMHG stops offering Blue Cross/Blue Shield products, or in the event that the Town leaves the SMHG, the Town may offer an equivalent coverage plan as determined by the Town, which shall include equivalent access to health care services in Rhode Island and equivalent or less expensive plan costs (i.e. premiums, co-pays and deductibles).
2. Any employee who opts out of the Blue Cross/Blue Shield Master Medical Product will not be permitted to change back to the Master Medical Product.
3. The contribution rate will be 75% from the Town and 25% from the covered employee.
4. The Town will offer a dental plan, of which the Town will contribute 50% of the monthly premium for said plan.
5. There shall be an open enrolment period each year during the four week period immediately preceding the annual renewal of each health insurance plan.

SECTION 2 - INSURANCE

The Town shall secure and maintain Police Professional Liability Insurance for all bargaining unit members. This insurance coverage is subject to all the provisions, conditions, limitations and exclusions of the policy. Final determination pertaining to any claim will be made by the Town's Insurance Company and as provided by law. The Union will be notified in writing of the total insurance coverage.

SECTION 3 - FEE FOR USE OF TOWN RESCUE SERVICE

Each Police Officer covered by this agreement and their immediate family shall not be charged for any additional charges over and above the amount covered by their insurance. Immediate family shall be defined as mother & father, spouse, son, daughter, stepson, or stepdaughter under twenty-two (22) years of age living in the same household.

ARTICLE XVI

SECTION 1 - RETIREMENT

All members of the Police Department covered by this Agreement shall be entitled to become a member of the Bristol County Retirement System as presently provided by the Town of Seekonk.

SECTION 2 - SPECIAL OFFICER APPOINTMENT

Upon regular retirement, all members of the Police Department covered by this Agreement, if they desire, may be appointed as a special police officer provided they are recommended by the Police Chief, meet the requirements of the Board of Selectmen and are not in conflict with Massachusetts Retirement laws.

ARTICLE XVII

SECTION 1 - COURT

All regular members of the Police Department attending a court or grand jury proceeding on a work related criminal or civil matter shall be compensated for a minimum of four (4) hours pay at time and one half (1.5) per day of attendance. If more than four (4) hours is spent in court, the officer shall be paid for his actual hours worked at time and one-half (1.5). This section shall not apply to officers on duty.

On July 1, 2013 the minimum compensation for an officer for court will go from (4) four hours to (3) three hours.

ARTICLE XVIII

SECTION 1 - HEALTH AND SAFETY COMMITTEE

A Safety Committee of three (3) members of the bargaining unit shall meet with the Chief of Police as needed to discuss and make recommendations for improvements of general health and safety of the employees. The request for a meeting and agenda for the meeting shall be submitted in writing to the Chief of Police at least seven (7) days in advance of the requested meeting date, unless there is an emergency requiring the need to meet sooner.

The Town hereby agrees it will provide efficient and safe equipment and material to protect the health and safety of employees. A record of discussion at the meeting (minutes) shall be kept and forwarded to the Board of Selectmen.

ARTICLE XIX

SECTION 1 - DISCIPLINARY ACTION

No bargaining unit member shall be removed, dismissed, discharged or suspended in any manner except for just cause and at any hearings or interviews in which there is a question as to whether or not the officer's job is in jeopardy, said officer may have an opportunity to have an attorney present on their behalf.

ARTICLE XX

SECTION 1 - GRIEVANCE PROCEDURE

PURPOSE: The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible to insure efficiency and employee morale.

GRIEVABLE ISSUE: Complaints, disputes or controversies of any kind which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, wages 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. No action by any Town Meeting shall be subject to this Grievance Procedure.

PROCEDURE: Grievances shall be processed under the following procedure:

Step 1 The employee shall first present grievances and/or the union steward to the Superior Officer involved within twelve (12) working days of the occurrence-giving rise to the grievance and an earnest effort shall be made to resolve the grievance in an informal manner. The aggrieved employee shall immediately communicate with the union steward for advice and assistance on the grievance. The Officer-in-Charge shall permit, on request, the employee and/or the steward to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for a meeting to discuss the grievance.

Step 2 If the grievance is not resolved in Step 1, the grievance shall be then reduced to writing by the Union and presented to the Chief of Police. The Chief, or in his absence, the Acting Chief of Police, shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and 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 shall be then reduced to writing by the Union and presented to the Town Administrator. The Town

Administrator shall meet with the grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance within twenty-four (24) hours after the meeting.

Step 4 If the grievance is not resolved in Step 3, the Grievance Committee shall refer the complaint to the Board of Selectmen within five (5) days from the receipt of the Step 3 answer, exclusive of Saturdays, Sundays and holidays. The Board of Selectmen shall meet with the Grievance Committee within ten (10) days to discuss the grievance and will answer the grievance, in writing, within ten (10) days after the meeting ends.

Step 5 If the grievance is not adjusted satisfactorily in Step 4, it may hereafter be submitted within thirty (30) days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

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 an Arbitrator shall be final and binding upon the parties covered in this Agreement.

Any of the time limits outlined -in this Agreement may be changed at any time by mutual consent of the parties.

Each party shall have the right to employ, at their expense, a public stenographer or use a mechanical recording device at any step in the procedure.

The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided therein for employees, said submission to start at Step 2 in the Grievance Procedure.

ARTICLE XXI

SECTION 1 - APPROVED DAYS OFF

There will be no provisions in this Agreement for approved days off. Any approved days off will be at the discretion of the Chief of Police.

ARTICLE XXII

SECTION 1 - PAYROLL DEDUCTIONS

Each regular police officer shall tender weekly membership dues or agency service fee by signing an authorization of dues or authorization of agency fee. During the life of this Agreement and in accordance with the terms of the form authorization hereinafter set forth, the Employer agrees to deduct Union membership dues and/or agency fee levied in accordance with the by-laws or constitution of the Union from the pay of each employee who executes such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues or agency fee deducted weekly. Such remittance shall be made on a monthly basis.

Each employee covered by this Agreement who is not already a member of the Union or an agency fee payor shall within thirty (30) calendar days of the signing of this Agreement or thirty (30) days from the employee's date of hire, whichever is later, either acquire and maintain membership in the Union in good standing, or tender to the Union a service fee equal to the standard dues required as a condition of membership in the Union.

ARTICLE XXII

SECTION 2 - BULLETIN BOARDS

The Town shall permit the use of all bulletin boards located in the Police Station and electronic e-mail through Town-owned computers by the Union for the posting of notices concerning Union business and activities provided no notices of an inflammatory nature shall be posted. Use of e-mail by Officers is subject to departmental policy, rules and regulations.

ARTICLE XXIII

SECTION 1 - FUNERAL AND BURIAL EXPENSES

The Town shall pay the reasonable funeral and burial expense of a police officer, not exceeding five thousand dollars (\$5,000) who, while in the performance of his/her duties, is killed or sustains injuries that result in his/her death.

ARTICLE XXIV

SECTION 1 - K-9 OFFICER

Any officer assigned to the canine unit shall work a seven- (7) hour shift. The eighth hour shall be given off to the officer for care, grooming and feeding of the department canine. The eighth hour off will be at the end of the shift, therefore enabling the Officer-in-Charge to hold over the canine officer in the event of personnel shortage or any other emergency determined by the Officer-in-Charge. If said canine officer is held past the seven-hour shift, the officer shall be paid at their time and one-half (1.5) rate.

The Town shall pay for all food and reasonable medical care for the canine. Such medical care shall include, but not be limited to heart worm medication, yearly veterinary shots, rabies vaccine, etc. The Town shall pay for all necessary training and equipment. Such equipment shall include, but not be limited to leashes, collars, bite sleeves, watering bowls, muzzles, etc.

The Chief of Police with consideration from the attending veterinarian shall consider any catastrophic injury or illness of the canine on a case-by-case basis and the canine officer involved.

The department canine shall be kennelled at the Officer's home and the Town shall pay for said reasonably priced kennel. The Town will provide the expense in the event the canine officer is away on vacation and the canine requires to be kennelled at a boarding kennel. The Town shall assume all reasonable liability for the canine, in regards to its performance, as a police work dog.

ARTICLE XXV

SECTION 1 - DURATION OF AGREEMENT

This agreement shall be for a term of three (3) years. Commencing on July 1, 2013 and ending on June 30, 2016, and shall remain in full force and effect from year to year thereafter, unless either party at least one hundred and twenty (120) days prior to the expiration date gives to the other party written notice of its intention to terminate or amend this Agreement. In such event, the provisions of this Agreement shall remain in full force and effect until a successor agreement is signed between the parties.

ARTICLE XXVI

SECTION 1 - PROMOTIONAL PROCESS

The Town Administrator and the Police Chief shall agree on a testing company.

1. All candidates must have a minimum of five (5) years of continuous service as a full-time police officer with the Seekonk Police Department (excluding recruit training), prior to the written exam date. However, an officer who has attained the rank of

Sergeant or Lieutenant must have a minimum time in grade of two (2) years prior to the exam date in order to be eligible for taking the exam for the next rank.

2. The written exam will be weighed a maximum of 50% with a passing grade of seventy points (70) of a grade on a 100 point scale. (.50 x point score = actual weighted score) The written exam will be a general knowledge test. No study type test similar to the "ERGOMETRICS" test from the June 6, 2005 settlement agreement.
3. Interview/Practical Exam will be weighed up to a maximum of 40 of a grade on a 100-point scale. (.40 x score achieved and determined by the Oral Review Board)

The Oral Review Board will interview each Officer who scored seventy points (70) or above on the written examination. The Board's members shall be as follows:

- Town Administrator and the Chief of Police will be observers and will not rate candidates.
- Three (3) officers from outside area police departments, who hold a minimum of one rank above the respective ranks, being tested.

4. Education and no reprimands shall be given. A possible additional score of 7 points achieved as follows:
 - 0 points - for no post-graduate education
 - 1 points - for an Associate's Degree in Criminal Justice
 - 3 points - for a Bachelor's Degree in Criminal Justice
 - 4 points - for a Master's Degree in Criminal Justice
 - 5 points - for a Law Degree
 - 2 points - for having no disciplinary actions taken against the officer during the three (3) years prior to the exam date

*All points for (his category shall be awarded 48 hours prior to the date of the Oral Review Board. Educational Points are not cumulative. Points will be awarded for the highest educational level obtained at the time the points are awarded. Points for no disciplinary actions shall be added to educational points. The Chief of Police shall tabulate the scores for this category.

5. Seniority will be weighed to a maximum of 5 points* according to the following scale:
 - 1 points - for 5 years of service up to 7 years
 - 2 points - for 7 years of service up to 9 years
 - 3 points - for 9 years of service up to 12 years
 - 4 points - for 12 years of service up to 15 years

- 5 points - for 15 years of service or more

*Point levels are not cumulative.

6. The top three- (3) candidates listed in order of total score will be submitted, with the Chiefs recommendation, to the Board of Selectmen for an appointment. The remaining candidates' names will be placed on a list, which will remain valid for two (2) years.

Scoring Example:

Candidate A receives a score of 90 points on the Written Exam. He/she then receives an Oral Exam score of 80 points. The candidate has a Master's Degree in Criminal Justice and has had no disciplinary actions in his/her personnel file during the previous 3 years of his/her employment prior to the exam date. Candidate A also has 10 years of service with the Department.

Calculation of Score:

Written Exam	.50 x 90	= 45 points
Oral Exam	.40 x 80	= 32 points
Education	Master's in Criminal Justice	= 4 points
Discipline	No Action in File	= 2 points
Seniority	10 Years of Service	= 3 points
Candidate A's Final Score		86 points

7. An exam for promotion to all Department Ranks shall be given every two- (2) years from the posting date of the previous results unless; the list for a particular rank is exhausted. However, if a vacancy within a particular rank does not exist at the time that a promotional test is given, an Oral Board will not be assembled until such time that a vacancy actually occurs.

ARTICLE XXVII- MISCELLANEOUS

Section 1- HEALTH CARE STIPEND

Any union member who doesn't receive health benefits from the Town of Seekonk shall received a lump sum in said year for the amount of \$2,500. Said amount shall be paid in the Month of June starting in 2014.

Section 2- ASSET MAINTENANCE OFFICER

Asset Maintenance Officer- Chief will annually appoint officers to monitor and arrange maintenance of departmental assets (Cruisers, trailers and other specialty vehicles). Said stipend will be paid \$500 at the end of the fiscal year.

Section 3- AMMUNITION

Any officer, upon written request, may receive 200 rounds of ammunition for department qualified firearms training on his or her own time

IN WITNESS THEREOF, The Town of Seekonk, by its duly authorized Board of Selectmen and the Fraternal Order of Police, Seekonk Lodge #5, Local 215, Massachusetts Coalition of Police, AFL-CIO, by its duly authorized officers, have caused this Agreement to be executed on this _____ day of May 1st, 2013.

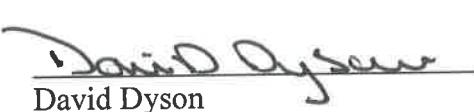
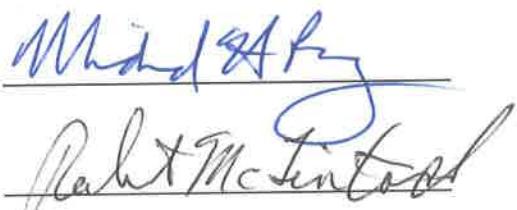
BY:

Town of Seekonk

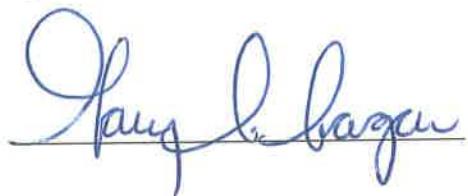
Local 215, MCOP



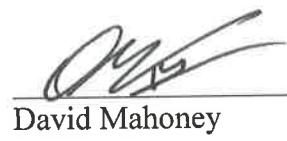
President
Andrew A. Amaral



David Dyson



Secretary
James McDonald



David Mahoney