

AGREEMENT

between the

TOWN OF FREETOWN, MASSACHUSETTS

and the

FREETOWN POLICE ASSOCIATION

JULY 1, 2018 – JUNE 30, 2021

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PREAMBLE

The following Contract, effective July 1, 2018, by and between the Town of Freetown (hereinafter called the Town) and the Freetown Police Association (hereinafter called the Union), is designed to maintain and promote a harmonious relationship between the Town of Freetown and the employees covered by this Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit determined and certified by the Commonwealth of Massachusetts Labor Relations Commission in Case No. MCR-2084 as follows: It is hereby certified that Freetown Police Association has been selected by a majority of the employees in the appropriate bargaining unit set forth in the Commission's approval of an Agreement for Consent Election as their representative for the purpose of collective bargaining, and that pursuant to Chapter 150E, Section 5(c) of the Law, the Freetown Police Association is the exclusive representative of such employees hereinafter set forth in the Town of Freetown for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The bargaining unit shall consist of all Police Officers employed by the Town, including Regular and Reserve Officers, but excluding the Chief of Police and all other Town employees.

ARTICLE II EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Organizational Activities

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the following rights, freely and without fear of penalty of reprisal: to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion, and from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

Section 2. Association Membership

The Town will advise the Union in writing of the name, address, classification and department of each new employee. The Town recognizes the right of any employee to

become a member of the Union and will not discourage, discriminate, or in any other way interfere with the rights of any employee to become and remain a member of the Union.

Section 3. No Discrimination

Neither the Town or nor the Union will discriminate against any employee or applicant for employment because of race, age, color, creed, sex or national origin.

Section 4. No Strike Clause

Except for the right to strike, which is hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to communicate with citizens of the community on issues which affect the welfare of its members.

ARTICLE III RIGHTS OF MANAGEMENT

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Contract, the Town of Freetown has and will continue to retain, whether exercised or not, all of the rights, powers 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 Contract, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces and Police Department, including but not limited to the following:

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of the Town business, and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To hire, promote, transfer, assign and retain employees in positions with the Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or funds, or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Town in situations of emergency.

- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure that related duties connected with departmental operations, whether enumerated in a job description or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

ARTICLE IV
ASSOCIATION ACTIVITIES

Section 1. Negotiations

Three (3) members of the Union shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of a Contract.

Section 2. Union Meetings

Officers and Executive Board Members of the Union shall be granted leave from duty with no loss of pay or benefits for attendance at all Union meetings held in Town Hall.

Section 3. Use of the Bulletin Board

The Town shall permit the use of a bulletin board located in the Police Station by the Union for the posting of notices concerning Union business and activities.

ARTICLE V
PAYROLL DEDUCTION OF UNION FEES AND DUES

The Town shall deduct monthly Union dues and initiation fees, including arrearages, from the earned wages of each employee in such amount as determined by the Union, 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 Town. Such authorization shall be for the life of the Contract and shall be continued thereafter if a Contract exists between the Town and the Union. It is understood that up to two (2) payroll periods may be required for new and changed deductions. The Town agrees to deduct from the wages of the employees weekly deductions for Town Health Insurance, Life Insurance and Retirement Benefits. If any Credit Union is designated by the Board of Selectmen for a depository, then deductions shall be made weekly for said purpose from the wages of the employee.

ARTICLE VI
AGENCY FEE

It shall be a condition of employment that on or after the thirtieth day following employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee for the duration of this Agreement shall be paid monthly and equal to the Union dues. An employee is not required to become a member of the Union in order to retain employment, but is required to pay, through payroll deductions, to the Union an amount equal to regular monthly dues as his/her fair share of the cost of representation by the Union for the benefits of such representation which he/she enjoys equally with Union members.

In requesting an agency service fee, the Union certifies that it has complied with the requirements of G.L. c. 150E, Section 12 relative to agency service fees. The Union shall indemnify, defend and save the Town harmless for all expenses incurred, including legal expenses, defending against any and all claims, demands, suits or other forms resulting from any actions taken by the Town in reliance upon payroll deduction authorization cards submitted to the Town or for any action taken by the Town to enforce the agency service fee provision.

ARTICLE VII
EMPLOYMENT POLICIES

Section 1. Hours of Work

The regular hours of work of the three (3) reliefs shall be as follows:

12:00 A.M. to 8:00 A.M.
8:00 A.M. to 4:00 P.M.
4:00 P.M. to 12:00 A.M. or 5:00 P.M. to 1:00 A.M.

All reliefs to have a one half-hour (1/2) dinner period and two (2) twenty (20) minute coffee breaks.

There will be a six percent (6%) differential for the 12:00 A.M. to 8:00 A.M. relief.

Effective July 1, 2018, there will be a two percent (2%) differential for the 4:00 P.M. to 12:00 A.M. relief. Effective July 1, 2019, the differential for the 4:00 P.M. to 12:00 A.M. relief shall be three percent (3%). Effective July 1, 2020, the differential for the 4:00 P.M. to 12:00 A.M. relief shall be four percent (4%).

The maximum time an employee will be allowed to work, absent authorization from the Chief of Police or some form of extreme emergency such as a natural disaster or major critical event, shall be no more than sixteen (16) hours within a twenty-four (24) hour period.

This includes, but is not limited to, time worked in court, training, special events, details, and other paid assignments. It is incumbent upon the employee to notify a supervisor when s/he reaches or is about to reach the sixteen (16) hour limit.

Section 2. Work Week

The regular work week shall be and consist of four (4) days on and two (2) days off (eight (8) hour tour of duty) on a continuous rotating basis for all Officers in the Department, except in cases of declared emergencies. The only exception shall be one (1) Officer who is assigned the responsibilities of court work and investigatory matters, who shall work five (5) days on and two (2) days off and shall receive additional compensation above his/her base salary at his/her daily rate times seventeen (17) days per year. Officers working a portion of the year on the "four and two" (4 and 2) schedule and a portion of the year on the "five and two" (5 and 2) schedule shall have their pay and pay back days apportioned to reflect the actual time worked under each schedule.

Section 3. Shift Bidding Procedures

The shift bid shall consist of the following periods:

Spring period:	Starting on March 1st and ending on May 14th
Summer period:	Starting on May 15th and ending on August 31st
Fall period:	Starting on September 1st and ending on November 30th
Winter period:	Starting on December 1st and ending on last day of February

1. The Town shall determine the number of Officers assigned to a shift (e.g., three (3) Officers assigned to the 1600-0000 hr. shift);
2. The Town shall designate what shifts are to be filled by Patrolmen, Sergeants, and Lieutenants (e.g., one (1) Sgt. and two (2) Patrolmen assigned to the 1600-0000 shift);
3. Once the shifts have been designated, the Chief shall provide notice of available shifts to the Officers;
4. Each Officer shall submit a list of his/her preferred shifts prior to a closing date set by the Chief;
5. The Chief shall fill shifts based upon time in a particular grade/rank (e.g., the most senior Patrolman has first choice of a shift designated for a Patrolman, the most senior Sergeant for a shift designated for a Sergeant, the most senior Lieutenant for a shift designated for a Lieutenant);
6. The shift bidding will result in some Officers working more than four (4) consecutive days while others may benefit by more than two (2) consecutive days

off. It is understood that the Town will not bear any additional expense (e.g., overtime) resulting from this bidding process;

7. The shift bidding process may also result in a change of an Officer's days off. Approved vacation, holiday, personal days, etc., may no longer fall on an Officer's working day. Similarly, an Officer who may have had the day off prior to the shift bidding will now find that he/she is working. Officers must check the schedule after the bidding and submit leave requests as needed;
8. In the event that an Officer will be absent for more than fourteen (14) calendar days during the bid period, other Officers may be re-assigned until the next period;
9. The Town reserves and maintains its right to special assignment (e.g., detective, court officer, DARE officers, etc.).
10. Newly appointed Officers, those returning from injured on duty status, authorized leaves of absence, or transferred from an assignment during an established bid will be assigned by the Chief until the next bid period begins.

Section 4. Probation

The following probationary periods are hereby established:

Reserve Officers - No Reserve Officer who has attained 1500 patrol and training hours shall be removed, dismissed, discharged, not reappointed, suspended or disciplined except for just cause.

Full-Time Officers - No Full-time Regular Officer who has successfully completed the probationary period set forth under M.G.L. c. 41, § 133, shall be removed, dismissed, discharged, not reappointed, suspended or disciplined except for just cause.

Section 5. Disciplinary Action

Discipline Definition - Discipline shall be defined as a written reprimand, suspension, demotion or discharge.

Representation - At any disciplinary hearing where a Police Officer's job is in jeopardy, he/she will have the right to have an attorney present on his/her behalf and at his/her expense.

Hearings - If a complaint is received by the Board of Selectmen against an Officer, and if said Officer is subject to a disciplinary hearing before the Board which may result in disciplinary action, said complaint shall be reduced to writing, and a copy containing date, time, and person(s) offended and any other pertinent information concerning said complaint, shall be given in hand or sent by registered mail to the particular Officer seventy-two (72) hours prior to said hearing.

Scheduling - Unless otherwise agreed by the parties, all hearings pursuant to this Article shall be scheduled in or within thirty (30) days from the date the complaint is received by the Board.

Access to Personnel Files - All employees shall, in accordance with applicable law, have full access to their complete personnel files, upon written request.

Aggrieved Parties - Officers aggrieved by a suspension imposed by the Chief shall have the right to appeal such suspension to the Board of Selectmen provided, however, that the aggrieved Officer shall file a written appeal with said Board no later than seventy-two (72) hours (excluding Saturday, Sunday and Holidays) from the date the action was first imposed.

Section 6. Reserve Patrol Hours

In addition to such training as the Town may require, that, each Reserve Officer, as a condition of employment, shall in each calendar year:

- 1) Work a minimum of one hundred ninety-two (192) patrol hours by working at least sixteen (16) patrol hours per month; and
- 2) Work Town sponsored parades and fireworks shifts; and
- 3) Be available to work at least one (1) of the following holidays:
Thanksgiving Day, Christmas Eve, Christmas Day, and Memorial Day.

Enforcement of the foregoing is conditioned on Reserve Officers being given the opportunity to meet these requirements.

Section 7. Recruit Training Fee

- A. The Town will pay the required training fee, authorized by Chapter 38, Section 305 of the Acts of 1995, for a Town-appointed Student Officer ("Officer") to attend training at the municipal police recruit training academy (the "Academy") operated by the Massachusetts Municipal Police Training Committee or its successor, provided, however, that said Officer remains in the employ of the Town for a period of three (3) years following completion of the Academy.
- B. Notwithstanding a lay-off or duty related disability retirement approved by the Bristol County Retirement Board, should said Officer leave the employ of the Town at any time during the Academy or within the first year after completing the Academy, then he/she shall be responsible to reimburse the Town one hundred percent (100%) of the Academy fee together with all costs incurred by the Town for medical examinations and Physical Ability Testing (PAT) of the Officer required by the Massachusetts Human Resource Division (HRD), or its successor,

and all costs for certain supplies, equipment, uniforms and ammunition, if any, furnished by the Town to the Officer for use at the Academy.

- C. Notwithstanding a lay-off or duty related disability retirement approved by the Bristol County Retirement Board, should said Officer leave the employ of the Town at any time within the second year after completing the Academy, then he/she shall be responsible to reimburse the Town seventy-five percent (75%) of the Academy fee together with all costs incurred by the Town for medical examinations and Physical Ability Testing (PAT) of the Officer required by the Massachusetts Human Resource Division (HRD) or its successor, and all costs for certain supplies, equipment, uniforms and ammunition, if any, furnished by the Town to the Officer for use at the Academy.
- D. Notwithstanding a lay-off or duty related disability retirement approved by the Bristol County Retirement Board, should said Officer leave the employ of the Town at any time within the third year after completing the Academy, then he/she shall be responsible to reimburse the Town fifty percent (50%) of the Academy fee together with all costs incurred by the Town for medical examinations and Physical Ability Testing (PAT) of the Officer required by the Massachusetts Human Resource Division (HRD) or its successor, and all costs for certain supplies, equipment, uniforms and ammunition, if any, furnished by the Town to the Officer for use at the Academy.
- E. Said sum may be deducted from any severance monies due at the completion of Town employment. Should said severance monies be insufficient to cover the amount due in total, the Officer will be individually responsible for the remainder of the balance.
- F. All Student Officers shall, prior to attending the Academy, execute a Recruit Training Fee Agreement (Exhibit A).

Section 8. Shift Distribution

When the Town, in its discretion, determines that one or more open patrol shifts and/or prisoner watches exist, it may distribute those shifts/watches to the Regular and Reserve Officers. The Town will seek to achieve the following fiscal year end goals with respect to the offering of the open shifts/watches:

Effective Date
June 30, 2015

Shift & Prisoner Watch Offerings
Fifty-five (55%) offered to Reserve Officers
Forty-five (45%) offered to Regular Officers

At the end of each month the Union may request a statement regarding the month's patrol shift/prisoner watch offerings. At the end of the fiscal year, the Union may also request a statement regarding the fiscal year's offerings.

Open shifts created by personnel absences due to c. 41, § 111F, Leave of Absence (LOA), Family Medical Leave (F.M.L.A.), Military Leave, sickness, maternity, disability, and any absence greater than five (5) days shall not be counted when calculating the percentage of open shifts offered to Regular and Reserve Officers.

Section 9. CORI & Driving Checks.

Employees shall be subject to a CORI check annually. Employees shall be subject to a driving record check annually.

ARTICLE VIII
CONDUCT AND WORK GUIDELINES

Section 1. Personal Appearance

The employees will adhere to those standards set forth under the Police Department's orders, rules and regulations, and policies and procedures.

ARTICLE IX
RELATED PAY MATTERS

Section 1. Compensation

The wages of all employees hereunder shall be determined as set forth in Schedule A, attached hereto.

A. Pay Basis - The following standards shall be followed in determining a pay basis under this Contract. Annual pay shall be as shown in Schedule A.

Weekly Pay - Shall be 1/52 of the annual rate.

Daily Pay - Shall be 1/5 of the weekly pay.

Hourly Pay - Shall be 1/8 of the daily pay.

Detective Differential - There will be a five percent (5%) differential for any Officer who is regularly assigned by the Chief of Police to serve as a Detective.

Overtime Calculation - For purposes of determining the hourly rate for overtime, Officers working a 5 and 2 schedule will be paid based on a 40-hour week; Officers working a 4 and 2 schedule will be paid based on a 37.5 hour week. For purposes of sick days, personal days, holidays and vacations, daily pay shall be eight (8) hours.

B. Bi-Weekly Pay - Employees shall be paid weekly until such time as bi-weekly pay is implemented. Bi-weekly will be effective on or after July 1, 2010, contingent upon the following: one or more bargaining units agree to change their weekly pay to bi-weekly

pay; the Town provides employees with at least sixty (60) days notice prior to the effective date of implementation; and the Town provides employees with a counseling session conducted by a financial adviser prior to the effective date of implementation.

C. Direct Deposit – All employees shall receive their pay by direct deposit.

Section 2. Overtime Compensation

To the extent required by law, if a full-time Officer is required to be on duty for any period in excess of his/her regular tour of duty, he/she may, at his/her option, be given time off equal to the actual overtime performed or he/she shall be paid for such overtime duty at one and one-half (1 ½) times the hourly rate of his/her regular compensation for his/her average weekly hours of regular duty. Overtime shall be computed to the nearest one-half (1/2) hour; for example, fifteen (15) minutes or more is treated as one-half (1/2) hour; less than fifteen (15) minutes is not credited as overtime.

When an overtime patrol shift or prisoner watch is offered to full-time Officers, it is to be assigned on a rotating basis having in mind the equal distribution of overtime patrol work, with the Town maintaining a list of all full-time Officers within the jurisdiction of this Agreement.

Overtime for part-time Reserve Officers shall be all hours after forty (40) in a workweek. No Reserve Officer shall be offered more than one (1) shift in a day, and no consecutive shifts except in an emergency.

Officers will be allowed to accumulate up to a maximum of sixty (60) hours of compensatory time. Once an Officer reaches this cap, the Officer will not be permitted to accumulate additional compensatory time until the Officer falls below said cap at which point the Officer can accumulate additional compensatory time, but only up to the sixty (60) hour cap.

When requesting to use accumulated compensatory time, a minimum advance notice of seventy-two (72) hours must be given where circumstances reasonably permit. Such requests will be granted unless unduly disruptive to the Department.

An Officer filling an overtime vacancy must elect to receive compensatory time instead of overtime pay at the time that the Officer completes his/her timecard for the overtime shift. Once that election has been made, an Officer can not later request to be cashed out for any accumulated compensatory time except at the time of separation from employment.

Section 3. Call Back Compensation

Effective as of the date of the signing hereof, any full-time Regular Officer who is called in to work outside of his/her regular hours shall be paid a minimum of four (4) hours at a time and one-half (1 ½) rate.

Any full-time Regular Officer who is called in to work outside of his/her regular hours shall be paid a minimum of four (4) hours at time and one half (1 ½) rate if the Officer must work between the hours of 12:00 a.m. and 6:00 a.m. Overtime compensation shall be paid weekly until such time as bi-weekly pay is implemented.

Any Reserve Officer who is called in to work outside of a scheduled shift shall be paid a minimum of four (4) hours. All compensation shall be paid weekly until such time as bi-weekly pay is implemented.

Section 4. Longevity

Full-time Regular Officers covered by this Agreement shall be entitled to longevity pay. This pay shall be computed on the following basis:

<u>Years of Service</u>	<u>July 1, 2018</u>
After 5 years of service	\$ 500.00
After 10 years of service	\$ 1,200.00
After 15 years of service	\$ 1,400.00
After 20 years of service	\$ 1,600.00
After 25 years of service	\$ 1,800.00

<u>Years of Service</u>	<u>July 1, 2019</u>
After 5 years of service	\$ 550.00
After 10 years of service	\$ 1,250.00
After 15 years of service	\$ 1,450.00
After 20 years of service	\$ 1,650.00
After 25 years of service	\$ 1,900.00

<u>Years of Service</u>	<u>July 1, 2020</u>
After 5 years of service	\$ 600.00
After 10 years of service	\$ 1,300.00
After 15 years of service	\$ 1,500.00
After 20 years of service	\$ 1,700.00
After 25 years of service	\$ 2,000.00

Reserve Officers: 50% of the Regular Officer's longevity pay schedule provided the Officer works at least four hundred (400) hours in a year.

Payment shall be a lump sum payment in a separate check, made within thirty (30) days of the annual date upon which the employee becomes entitled to the longevity pay.

Section 5. Assignment of Paid Special Details

The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by a Town Department, by a governmental body or by an outside individual, group, corporation or organization:

A. Assignment of Special Detail Work - They are to be assigned on a rotating basis with the Town maintaining a list of all employees within the jurisdiction of this Agreement, and when a work opportunity exists for the assignment to special details and overtime details, employment shall be made in accordance with the revolving list having in mind the equal distribution of special details and overtime work.

In respect to each roster, in no event shall a Senior Officer be assigned more than one (1) detail over any Junior Officer. Example: A Senior Officer has worked three (3) extra details in one (1) week; a Junior Officer should have at least have been offered two (2) extra details in that same week.

B. Definitions

Emergency Detail. All details hired and requiring an Officer to be on the scene of repair and/or replacement of hydrants, manholes, utility poles, utility power lines, transformers and light poles, within two (2) hours following damage caused by a collision, accident, storm, or Act of God.

Non-Profit Detail. All details hired and paid for by a recognized non-profit group that is not sponsoring Town supported public activities such as the Independence Day fireworks and parade.

Non-Town Detail. All details, excluding Non-Profit details, hired and paid for by a non-Town individual, contractor, or entity.

Strike Detail. A strike and/or picket detail paid for by a non-municipal person or entity.

Town Detail. All details hired and paid for by the Town of Freetown, any of its departments, officers, boards, or committees, or by any non-profit group, with the support of the Town, sponsoring public activities such as the Independence Day fireworks and parade. If a Town department, officer, board, or committee, hires outside contractors or private workers to perform all or a substantial portion of the work in question in place of, or in addition to, Town employees or officials, the 'Non-Town detail rate' shall apply to that detail.

C. Compensation

1. Minimum Compensation -- All special details shall be compensated with a minimum of four (4) hours pay, except Town Meeting assignments, which shall be a minimum of two (2) hours pay.

Any time worked beyond five (5) hours shall be compensated with a minimum of eight (8) hours pay.

2. Time And One-Half - All hours over eight (8) hours on any *Non-Town* special detail shall be paid at the rate of time and one-half (1 ½) of the applicable detail rate.

3. Advance Notice - Except for Emergency Details, all Special Details shall be compensated with a minimum of eight (8) hours pay if sixteen (16) hours advance notice was not made to the Police Department requesting the assignment of an Officer.

4. Rates of Pay -

Non-Town Details. The rate of pay for Non-Town work shall be fifty dollars (\$50.00) per hour upon funding of this Agreement. If this Agreement is funded prior to July 1, 2019, the rate of pay shall be fifty-one dollars (\$51.00) per hour effective July 1, 2019. Effective July 1, 2020, the rate of pay shall be fifty-two dollars (\$52.00) per hour.

Between the hours of 6:00 p.m. and 5:59 a.m., the rate of pay for a Police Officer directing the flow of traffic on a public way in or around Construction Vehicles and/or Construction Materials, shall be an additional five dollars (\$5.00) per hour.

Non-Profit Detail Work. The rate of pay for non-profit organization work, shall be the Non-Town Detail rate per hour less twenty dollars (\$20.00) per hour, except when the attendance for one day of the non-profit event exceeds 400 people or alcohol is served. For such non-profit events, the rate of pay for all days, regardless of attendance, shall be the Non-Town detail rate.

Town Detail Work. The rate of pay shall be time and one-half (1 ½) a full-time Officer's hourly rate of pay or twenty-eight dollars (\$28.00) per hour, whichever is greater. The rate of pay for Town work paid to a Reserve Officer or out-of-town officers shall be twenty-eight dollars (\$28.00) per hour.

Strike Details. Officers assigned to strike and picket details within the Town, that are paid for by non-municipal persons or entities, shall be compensated at the rate of sixty-five dollars (\$65.00) per hour. The rate of pay for Strike Details shall be one and one-half (1.5) times the Non-Town Detail rate upon funding of this Agreement.

5. Meal Breaks – An Officer required to work a detail for more than six (6) hours shall have a thirty (30) minute paid meal break. Officers compelled to forego their meal break and attend to public safety concerns (e.g., direct traffic) shall be compensated for as follows: for those details where work has been performed by an Officer for eight (8) hours or less, the work performed during the meal break shall be paid at the applicable detail rate; and for those details where work has been performed by an Officer for more than eight (8) hours, the work performed during the meal break shall be paid at time and one-half (1 ½) the detail rate.

D. Notice of Cancellations

An outside individual, group, or organization requesting the assignment of a detail Officer shall notify the Freetown Police Department of any cancellation at least one (1) hour before the detail is scheduled to start, and if one (1) hour's notice is not made, then the party who requested the detail Officer(s) shall compensate each scheduled Officer for a minimum of four (4) hours detail pay.

E. Records - A record shall be kept of the overtime and special detail lists by the assigning Officer of said assignments. Said record book shall be kept and shall be available for inspection by any member of the Freetown Police Department.

F. Details Assignment Lists - The policy of two (2) lists governing Special Details shall continue. The primary list consists of all full-time Officers. It shall also include Reserve Officers hired prior to January 1997. All full-time Officers and those Reserve Officers hired prior to January 1997 are given first refusal for extra duty. When this list is exhausted the detail is transferred to the secondary list consisting of the remaining active members of the bargaining unit.

Section 6. Court Time

A. Minimum Compensation - Effective as of the date of the signing hereof, any Officer who attends any court hearing or proceeding concerning a civil motor vehicle infraction shall be paid for all hours in attendance in Court with an overall minimum of three (3) hours, the rate subject to the regular rate for time and one-half (1 ½);

Any Officer who attends any court hearing or proceeding in a criminal case, or who is required to attend an administrative hearing pursuant to a subpoena, or at the request of the Chief at a time when he/she is not scheduled to be on duty, shall be paid for all hours in attendance in Court with an overall minimum of four (4) hours, the rate subject to the regular rate for time and one-half (1 ½), depending on whether the employee works four (4) hours or more. In lieu of pay for court time at the option of the Police Officer, he/she may receive compensatory time. For purposes of signing of criminal complaints, the minimum shall be one (1) hour without arraignment.

B. Pay Rates - It shall be the policy of the Town to recommend that any Officer who is required to appear in any civil court or agency hearing in any matter related to the Police Department or the performance of his/her duties shall be paid therefore at his/her regular rate of pay in the same manner as in a criminal case. Payment under this paragraph shall be made by the person at whose request the Officer appears.

C. Payroll Submission - If a Police Officer completes his/her court slip and submits it to the Department by the close of the payroll week, he/she will be paid his/her Court Time on the following weekly payroll until such time as a bi-weekly payroll is implemented.

D. Appearance Before Board of Selectmen - Whenever a Police Officer appears before the Board of Selectmen at their direction for the purpose of testifying in any

administrative proceedings other than any disciplinary matters on his/her time off, he/she shall receive compensatory time of two (2) hours. This clause is not applicable to instances in which Police Officers appear before the Board of Selectmen to discuss matters concerning police work in the Town of Freetown.

Section 7. Education Incentives

A college incentive program offering base pay increases to Regular full-time Police Officers is hereby established.

Base salary increases shall only be granted as follows: ten percent (10%) upon obtaining an Associate degree in law enforcement, a twenty percent (20%) increase upon obtaining a Baccalaureate degree in law enforcement or criminal justice, and a twenty-five percent (25%) increase upon attaining a Master's degree in law enforcement or criminal justice or for a degree in law.

Any such degree must be earned through an educational program: (1) approved by the Massachusetts Board of Higher Education as meeting or exceeding academic standards established pursuant to M.G.L. c.41, §108L, or (2) in accredited status with the New England Association of Schools and Colleges (NEASC).

Police Officers receiving college incentive increases prior to the implementation of the Board of Higher Education's quality standards shall continue to receive their current base salary increases.

Any Police Officer currently receiving a college incentive increase of thirty per cent for the attainment of a master's degree in law enforcement or criminal justice shall continue to receive same.

Application for educational base salary increase payments shall be contingent upon the following: (1) the Officer providing written notification of eligibility to the Chief at least six (6) months prior to the start of the fiscal year in which the Officer will become eligible for receiving the payments, and (2) receipt of an official transcript from an approved educational program.

Section 8. Specialized Training

Any employee, when assigned by the Chief of Police to the following specialist position(s), shall be compensated for training and utilization of that training during the course of their duties:

- Accident Reconstruction Specialist
- Armorer
- Breathalyzer Instructor
- Breathalyzer Maintenance Officer
- Computer System Specialist
- Defensive Tactics Instructor

Emergency Medical Technician (EMT)
Firearms Instructor
Taser Instructor
K-9 Officer

Employees in these specialist positions shall receive an annual stipend of six-hundred fifty dollars (\$650.00) for the first such position, and one-hundred fifty (\$150.00) for each additional position.

Any employee, when assigned by the Chief of Police to serve as a Field Training Officer, shall be paid an annual stipend of six-hundred fifty dollars (\$650.00) upon performing the duties of a Field Training Officer.

An officer who voluntarily leaves the employment of the Town for other employment within one (1) year of having completed one or more specialized training courses that the officer requested to attend shall reimburse the Town for one hundred percent (100%) of the course fee(s) along with all associated costs including, but not limited to, supplies, equipment, uniforms and ammunition furnished by the Town to the officer for use at the specialized training course(s). If an officer leaves between one (1) and two (2) years, the reimbursement rate shall be seventy-five percent (75%). If an officer leaves between two (2) and three (3) years, the reimbursement rate shall be fifty (50%). The officer being trained will be required to sign a repayment agreement with the Town that is consistent with the above terms.

Section 9. Lieutenant Pay

For absences of the Chief lasting seven (7) calendar days or longer, Lieutenant shall receive a fifteen (15%) increase in base pay for the days that the Chief remains out of work beginning with day seven (7).

ARTICLE X TIME AWAY FROM WORK

Section 1. Vacations

A. Full-Time Employees - A full-time employee commencing employment shall be granted five (5) working days' vacation without loss of pay in the first year with said vacation to be taken only after the completion of six (6) months employment during that year. During the second year, a full-time employee shall be granted ten (10) working days' vacation without loss of pay, of which five (5) days to be taken only after the completion of eighteen (18) months of continuous employment. Thereafter, a full-time employee shall be granted ten (10) working days' vacation without loss of pay per year. After five (5) years of continuous employment, each employee will receive fifteen (15) days' vacation; after ten (10) years of continuous employment each employee will receive twenty (20) days' vacation; and after fifteen (15) years of continuous employment, each employee will receive one (1) additional day of vacation for each year

worked up to twenty (20) years. In no instance shall an employee receive pay for more than fifty-two (52) weeks in any year.

B. Incapacitation – An employee who is on the Police Department payroll at any time during a fiscal year shall not lose his/her vacation or vacation pay for said fiscal year if incapacitated because of any injury or illness. In such cases, his/her vacation pay, if not previously paid, shall be transmitted to him/her or his/her estate with his/her last pay check due in any fiscal year, provided that in no instance shall any employee receive pay for more than fifty-two (52) weeks in any one fiscal year.

C. Death of An Employee – Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the spouse or to the estate of the deceased in an amount equal to the vacation allowance as earned up to the employee's death but which has not been taken.

D. Termination – Employees who are eligible for vacation under these rules and whose services are terminated by dismissal, resignation, by retirement, or by entrance into the Armed Forces shall be paid an amount equal to the vacation allowance as accrued but not taken up to such termination of employment.

E. Vacation Commencement – Vacation arranged after the date of the execution hereof for each employee shall start the day following his/her regular two days off, unless otherwise arranged by mutual agreement.

Section 2. Vacation & Other Leave Selection

A. Definition

Master Leave Calendar – A calendar setting forth all days within the Town's fiscal year (July 1st through June 30th).

The Master Calendar shall be posted in a conspicuous location inside the Police Station for officers access at any time. Changes to the Master Calendar are only to be made by the scheduling officer.

B. Guaranteed Vacation & Holiday Leave– Employees may make their vacation and holiday picks at any time. However, to guarantee a vacation pick and/or holiday pick, the following procedure shall be followed:

1. Beginning April 1st, each Officer, in order of seniority, shall enter his/her request(s) for guaranteed vacation and/or holiday leave upon the Master Leave Calendar for the next fiscal year;
2. Not more than two (2) Officers may request guaranteed vacation and/or holiday leave within the same calendar day on the Master Leave Calendar;

3. Each Officer shall be afforded not more than five (5) calendar days to make his/her entries;
4. The Town shall grant guaranteed vacation and/or holiday leave to not more than two (2) full-time Officers within the same calendar day.

C. Non-Guaranteed Vacation & Other Leave– For all other vacation, holiday and other leave requests, Officers shall complete a leave request form, a department e-mail identifying the type of leave requested, date(s) requested, and shall submit both to the scheduling officer.

1. Leave requests shall be processed and acted upon in the order of receipt, i.e., first in time, first acted upon. In the event of simultaneous filings, seniority shall prevail;
2. The Town shall attempt to grant these non-guaranteed leave requests by choosing to use Reserve Officers, overtime, or, in the Town’s discretion, not fill the shift vacancy created by the granting of such leave. The Town shall make every reasonable effort to fill leave requests by using both Reserve and full-time overtime lists prior to denying a non-guaranteed leave request.
3. These non-guaranteed leave requests shall be submitted with the following advance notice:

<u>Number of Days Off</u>	<u>Advanced Notice Required</u>
One (1) day	Three (3) days
Two (2) days	Three (3) days
Three (3) days	Five (5) days
Four (4) +days or more	Ten (10) days

4. Time off will be granted in the following order of priority: 1) vacation; 2) holiday leave; and 3) time owed;
5. Employees shall make all vacation requests for a fiscal year prior to March 15th of that fiscal year. Failure to do so may result in loss of vacation days and/or assigned vacation leave as determined by the Chief of Police. Employees, at their option, may cash out up to five (5) unused vacation days any time after July 1 in each fiscal year, subject to the employee providing notice of such election to the Town no later than March 15th of the same fiscal year.

Section 3. Paid Holidays

Every member of the Police Department shall receive pay in addition to his/her annual salary for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day

Patriots Day
Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

The additional pay for holidays provided for in this Article shall be paid whether or not the member performs any duties of his/her position on said holidays and such additional pay shall be computed to be one-fifth (1/5) of the member's regular weekly salary. Officers who actually work on Thanksgiving and Christmas shall be paid at their overtime rate of time and one half (1 ½) for the hours worked on those two (2) holidays. The member shall have the option of taking compensatory time off in lieu of the additional holiday pay within sixty (60) days of the holiday; provided, however, that use of said compensatory time shall not extend into the next fiscal year following the holiday.

In addition to the holidays herein set forth, all employees shall receive one (1) additional holiday as a personal day with pay. In the event the Commonwealth of Massachusetts designates an additional official holiday, this additional day shall be attributed to such day.

Section 4. Sick Leave

A. Sick Leave Amount - At the beginning of each fiscal year, employees shall be credited with fourteen (14) paid sick leave days to be used for absence due to illness or accident.

A doctor's certificate may be required in cases of absence exceeding three (3) working days.

B. Unused Sick Leave Reimbursement - Unused Sick Leave Reimbursement: The total unused sick leave an employee may accumulate is one hundred fifty (150) days. All sick leave accumulated shall go into an employee's retirement sick leave reimbursement account. At the termination, retirement or death of employees with fifteen (15) years or more of service within the Department, an employee shall be paid for all unused sick leave days in the employee's retirement sick leave reimbursement account up to the maximum amount of sick leave days to be accumulated. The rate of pay for these days shall be one (1) day's pay for every three (3) days so accumulated, up to a maximum of fifty (50) day's pay. At the death of an employee, payment shall be made to his/her surviving spouse, if any, or in the absence of a surviving spouse, to his/her estate.

C. Sick Leave – Personal Days - Up to two (2) days of sick leave each year may be utilized in cases of emergency or critical illness in an employee's immediate family, including the employee's spouse, children or parents, or any other family member living in the employee's household, or for other personal reasons which require absence from duty with the approval of the Chief.

Effective July 1, 2016, two (2) additional personal days may be utilized for the purposes set forth above. These days shall not be deducted from the employee's sick leave.

Personal leave days may not be taken the day prior to or the day following any vacation, holiday, holiday weekend, nor, except for tending to an illness of a family member as defined above, may any two (2) personal leave days be taken consecutively except under special circumstances with the approval of the Board of Selectmen.

D. Sick Leave Records – The Department shall maintain a complete record of all overtime and sick leave accumulation and shall make said record available for inspection upon request by a proper representative of the Union. An up-to-date typewritten record of all sick leave accumulated as of the end of the preceding year shall be sent to the secretary of the Union within the month of January for purposes of posting on the bulletin board.

E. Sick Leave Incentive - As an incentive to encourage and reward the proper use of sick leave, Regular full-time Police Officers who are actively and fully employed are eligible for the following stipends:

A stipend of one hundred dollars (\$100.00) shall be paid to an Officer who does not use any sick time in any of the four calendar quarters, i.e. January 1—March 31; April 1—June 30; July 1—September 30; and October 1—December 31.

The authorized use of Personal Days that are credited against an Officer's accrued sick leave shall not render an Officer ineligible. An Officer absent due to a suspension, c. 41, s. 111F injury leave, a leave of absence, or otherwise absent for an entire time period shall be in eligible for that period's stipend.

Section 5. Jury Duty

An employee in full-time employment required to serve on the jury and thus having to be absent from regular duty may upon application, be paid the difference between the compensation received from jury duty and his/her regular compensation from the Town, upon presentation of an affidavit of jury pay granted.

Section 6. Bereavement Leave

In the event of the death of the father, mother, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law of the current spouse, children, brothers, or sisters, grandchild, and grandparents, or step children living in the household of the employee, said employee will be granted three (3) working days' leave with pay, being the three (3) days immediately following the date of death. Said employee will be paid for any of those days he was scheduled to work. Additional days may be given at the discretion of the Chief. Replacements will be paid at the overtime rate, if appropriate. One (1) day's leave of absence with pay will be authorized for the death of an aunt or uncle, brother-in-law or sister-in-law, niece, nephew of either the employee or the employee's spouse, or the niece, nephew, brother, sister, grandparent, grandchild of an employee's spouse. Funeral leave with pay shall not be charged to sick leave or vacation pay.

Section 7. Leave of Absence

Leaves of absence may be granted to all employees covered hereunder for a period not to exceed six (6) months in any period of twelve (12) consecutive months if approved by the Board of Selectmen.

Section 8. Substitutions & Swapping

A. Substitutions

Each employee shall be granted special leave with pay for a day or days in which he/she is able to secure an employee to work in his/her place provided:

- A. The right to initiate a substitution shall be limited to full-time Officers;
- B. Each employee, subject to approval by the Chief, may use two (2) substitutions per month, with a carryover of one (1). There will be no more than three (3) substitutions per month in any month, including carryovers;
- C. Such substitution does not impose any additional cost on the Town;
- D. The Chief shall be notified in writing not less than one (1) day prior to its becoming effective on an appropriate form to be signed by both the Regular and the substitute;
- E. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees;
- F. The employee originally scheduled for the shift shall be held responsible for said shift and its coverage by the substituting employee;
- G. The unit procedure shall be administered by the Chief;
- H. Substitution shifts are permitted for Reserve patrolmen substituting for full-time patrolmen, full-time patrolmen substituting for full-time patrolmen, or ranking Officers substituting for ranking Officers. A substitution between ranking Officers and patrolmen must be approved by the Chief.

B. Swapping

Each employee shall be authorized to swap shifts with another employee provided:

- A. The right to initiate the swap shall be limited to full-time Officers;
- B. Employees may swap shifts on an unlimited basis, provided that the swap takes place within a three (3) week period;
- C. Such swapping does not impose any additional cost on the Town;
- D. The Chief shall be notified in writing not less than one (1) day prior to its becoming effective on an appropriate form to be signed by both of the employees swapping shifts;
- E. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees;

- F. The employees shall be held responsible for the shift(s) they have swapped into;
- G. The unit procedure shall be administered by the Chief;
- H. Swapping shifts is permitted for patrolmen swapping with patrolmen, or ranking Officers swapping with ranking Officers. A swap between ranking Officers and patrolmen must be approved by the Chief.

ARTICLE XI
EMPLOYEE BENEFITS

Section 1. Health Insurance

A. Group Health - The Town shall make monthly deductions of employees' share for Blue Cross/Blue Shield and Life Insurance. The Town shall provide a percentage of the cost of Blue Cross/Blue Shield, individual or family plan, for each member of the bargaining unit as set forth below.

<u>Effective Date</u>	<u>Town's Share of HMO</u>	<u>Employees' Share of HMO</u>
July 1, 2012	Seventy-Five Percent (75%)	Twenty-Five (25%)
<u>Effective Date</u>	<u>Town's Share of PPO</u>	<u>Employees' Share of PPO</u>
July 1, 2012	Sixty-Five Percent (65%)	Thirty-Five (35%)

B. Health Insurance Waiver - Any employee qualifying for the Town's health insurance coverage plan shall have the option to waive health insurance and receive a twelve hundred dollar (\$1200.00) per fiscal year payment (\$100.00 monthly), provided:

- a. The employee chooses not to participate in said plan;
- b. The employee provides the Chief with written notice of the decision;
- c. The employee's spouse does not participate in said plan; and
- d. The employee submits to the Chief written documentation of the employee's alternative family health insurance plan.

An employee shall have the capacity to opt back into health coverage without waiting periods if the employee loses alternative coverage without fault of his/her own. Any employee may opt back in at open enrollment sessions without limitation.

The twelve hundred dollar (\$1200.00) payment shall begin on July 1st of the fiscal year following the employee's submission of his/her written notice to opt out. If an employee enrolls the following year he/she shall not receive twelve hundred dollars (\$1200.00).

In the event an employee opts back in due to the loss of alternative coverage with or without fault of his/her own, he/she shall pay the Town back any difference.

Section 2. Retirement and Pension Plans

Bristol County Retirement Plan

Membership in the Bristol County Retirement System is a statutory requirement for all employees who satisfy the Bristol County Retirement Board's eligibility criteria. The retirement system is governed by the Commonwealth's retirement law, Chapter 32 of the Massachusetts General Laws.

Section 3. Early Retirement Incentive

Any employee who will have attained more than twenty (20) years of creditable service with the Town upon retirement shall be eligible to request an early retirement incentive. Eligible employees shall be entitled to choose between the following two (2) early retirement incentive options:

A. The employee shall provide the Town with two (2) years notice of his/her intent to retire. The employee shall receive a base wage increase of five percent (5%) above any other contractual increase he/she may be entitled to in each of the two (2) years. The employee shall be required to retire or resign from employment with the Town at the end of this two (2) year period. Failure of the employee to retire or resign at the end of the two (2) year period shall be deemed to be just cause for termination.

B. The employee shall provide the Town with three (3) years notice of his/her intent to retire. The employee shall receive a base wage increase of five percent (5%) above any other contractual increase he/she may be entitled to in the first year, and another five percent (5%) increase in the third year. (There shall be no increase in the second year.) The employee shall be required to retire or resign from employment with the Town at the end of this three (3) year period. Failure of the employee to retire or resign at the end of the three (3) year period shall be deemed to be just cause for termination.

Selection by an employee of Option A or B shall be non-revocable. Notwithstanding this preceding sentence, an employee who has chosen Option B may, due to illness or extraordinary circumstances, request to separate from employment during the second year. In such an event, s/he shall receive the second five percent (5%) increase during the second year, and shall then be required to retire or resign at the end of the second year. Failure to so retire or resign shall be deemed to be just cause for termination.

Section 4. Life Insurance

The Town shall provide eighty percent (80%) of the cost of a five thousand dollar (\$5,000.00) life insurance policy for each member of the bargaining unit. In addition, the Town shall insure officers in the amount of \$250,000.00 payable to their estate if killed in the line of duty.

ARTICLE XII **REIMBURSABLE EXPENSES**

Section 1. Mileage

Employees shall be paid the Internal Revenue Service rate per mile for mileage accumulated while using their personal vehicle on Town business, provided they have the approval of the Chief.

Section 2. Clothing Allowance

The Town shall, upon proper requisitions, supply each full-time Regular Police Officer with badges, a duty belt, baton and baton holder, handcuffs and handcuff case, a handgun and holster, magazines and magazine pouch, and OC spray and OC case. The Town's obligation under this paragraph is conditioned upon the Officer's handling the equipment for which replacement is required with reasonable care.

The Town also agrees to provide similar equipment to the Reserves as determined by the Chief of Police.

Shoe shining and gun cleaning equipment will be available at the Station.

The Town shall, upon proper requisitions, reimburse each Police Officer for the License to Carry Firearms application fee, if any.

Each full-time Regular Officer in the bargaining unit will be allowed a clothing/cleaning allowance in the amount set forth below which may be utilized for the purchase or cleaning of clothing. Payment of said allowance shall be made by separate check.

<u>Effective Date</u>	<u>Clothing/Cleaning Allowance</u>
July 1, 2012	\$1,500.00

Each newly appointed Reserve Officer shall receive, at the time of his/her employment, a lump sum clothing allowance in the amount in effect at that time of his/her employment. In addition thereto, Reserve Officers will receive twenty percent (20%) of a full-time Officer's yearly clothing allowance for every two hundred (200) hours of work in a given year up to one hundred percent (100%) of a full-time Officer's yearly clothing allowance after one thousand (1,000) hours of work in a given year. Payment shall be made by separate check.

Officers who, while on duty and acting within the scope of their duties, and through no negligence or fault of their own, suffer loss or damage to their eye glasses (excluding contacts) shall be reimbursed for the value of said glasses not to exceed one hundred dollars (\$100.00) in any fiscal year.

Each Officer in the bargaining unit will have held for him/her and made available upon request a minimum of one hundred (100) rounds of appropriate ammunition annually. In addition thereto, the Town agrees that if additional rounds of ammunition are necessary, they will be supplied to all employees for target practice qualification at the discretion of the Chief of Police.

The Town shall be responsible to provide shoulder patches as needed for Reserve and Regular full-time Police Officers, replacing as needed, and require all Officers to wear shoulder patches with the words "Freetown Police."

The Town shall purchase a ballistic vest for each newly appointed Police Officer. The Town shall replace all vests in accordance with departmental policy. Each Officer shall be required to wear the vest in accordance with departmental policy.

ARTICLE XIII **SENIORITY**

Section 1. Seniority

The Regular, full-time employees of the Police Department have seniority rights and rank and said seniority shall prevail in regard to the following: holidays, vacations and compensatory court time. However, a Senior Officer may reject the position or benefit and in the event an employee shall reject the position or benefit, it shall not be construed as a waiver of his/her seniority rights in subsequent situations where seniority would prevail.

Section 2. Seniority Defined

The seniority of a Police Officer shall be determined by the length of time said Police Officer has been continuously employed as a Regular member of the Police Department. However, in the event that more than one (1) was appointed on the same day, the senior man/woman shall be agreed upon by all parties hereto, the standard being the evaluation score of the employee.

An employee's length of continuous employment shall be broken down and he shall lose his/her seniority if he:

- A. Quits his/her employment.
- B. Is discharged, terminated or retired without reinstatement.
- C. Is absent from work for three (3) or more consecutive working days without notifying the Town or without adequate reason if he/she does notify the Town.
- D. Fails, without adequate reason, to report for work upon recall at the time specified by the Chief of Police.

If an employee is unable to work because of sickness or bodily injury and presents satisfactory proof thereof to the Chief, his/her length of continuous employment shall not be broken, but the excess of his/her period of continuous absence over six (6) months shall not be added to his/her length of continuous employment, provided that an employee who is unable to work because of an injury incurred while performing his/her assigned duties shall continue to accumulate credit for continuous employment until the termination of the period for which salary shall be payable to him/her.

Section 3. Seniority List Posted

Within thirty (30) days after the execution of this Agreement, the Town shall furnish the Union and the Police Department a copy of the proposed seniority list, and the Union and/or Police Department will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all Police Officers and future seniority questions shall be resolved in accordance therewith.

Section 4. Reduction in Force

In the event of reduction in force for lack of funds, lack of work, or for the abolition of positions, layoff will be in reverse order of hiring based on seniority, and any recall to work shall be by seniority in the same or similar position. In the event of a reduction in force or layoff, the ~~Employer~~ **employer** reserves the option to also reduce in rank ranking Officers in the same ratio that exists as of this date of ranking Officers to Patrol Officers. And in the event of a recall to work, any ranking Officer who has been reduced in rank shall be immediately restored to prior rank.

Section 5. Reserve Officers

Reserve Officers' accumulation of seniority will be the standard used to determine starting salary steps and also seniority on the full-time Department in the event two (2) or more Officers are hired at the same time. This seniority is only to be used in the determination of new hire positions. Under no circumstances will a newly hired Officer bypass a full-time Officer already appointed to the Police Department, regardless of how many years of duty as a Reserve Officer.

6. Promotions and Assignments

Seniority shall be defined as continuous years of service in the Freetown Police Department from the original date of employment, and may be considered a factor for promotional opportunities and assignment purposes.

ARTICLE XIV VACANCIES AND PROMOTIONS

During the term of this Contract, the parties agree to meet for the purpose of establishing the procedures governing promotions within the Police Department. Promotions shall be made following a three (3) step process, consisting of a written examination, oral assessment and subjective review of the candidate's training, education, work history, experience, performance evaluations, etc.

As part of the discussions involving promotional procedures, the parties shall establish a performance evaluation process.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is defined as an allegation by an employee or the Union that the Town has violated a specific provision of the Contract.

Section 2. Procedure

Step 1. A grievance – in writing - must be filed with the Chief no later than twenty-one (21) calendar days after the first occurrence of the action or event giving rise to the grievance, or after the employee or Union reasonably should have known of the first occurrence of such action or event.

The Chief, or his/her designee, will respond to the grievance in writing within twenty-one (21) calendar days of receipt of the grievance. The Chief may hold a meeting with the Union on the grievance during this twenty-one (21) day period; however, such meeting shall not toll the time by which a response is due.

Step 2. If the grievance is not resolved in Step 1, the employee or the Union, within ten (10) calendar days of the Chief's response, or the date on which said response was due, whichever is earlier, may file a written appeal to the Board of Selectmen. The Board of Selectmen may meet with the Union before rendering a response. Any meeting under this step must be scheduled no later than twenty (20) calendar days after receipt of the appeal. In the event such a meeting is scheduled, the reply will be due within ten (10) calendar days after the meeting ends. In the event no meeting is scheduled, a reply is due within twenty (20) calendar days after the Board receives the appeal. If no answer is provided by the Board within the time limits contained herein, the Union may move the grievance to the next step.

Step 3. The decision of the Board of Selectmen will be final unless it is appealed by the Union in writing to arbitration within thirty (30) calendar days of receipt of such decision or the date by which such decision was due. Appeal shall mean written notice to the Massachusetts Board of Conciliation and Arbitration (BCA) or the American Arbitration Association (AAA) within the thirty (30) day period. Arbitration will be provided by BCA or AAA according to said agency's rules. Selection of BCA or AAA will be by mutual agreement of the parties. In the event that there is no agreement as to which agency to use, selection will be rotated between the two.

The arbitrator shall confine his/her award exclusively to the interpretation or application of the express terms of the Contract. The award may not add to, detract from, alter, amend or modify any term or provision of this Contract. It shall neither establish nor alter any pay rate or wage structure contained within the Contract.

The arbitrator's award, so long as it is made on the merits of the grievance and is not arbitrary, capricious or in contravention of any applicable statute not superceded by the Contract, will be final and binding on the parties.

The cost of arbitration shall be borne equally by the parties.

Section 3. Contents of Grievance

All grievances must be in writing specifying the provision of the Contract allegedly violated and the exact remedy sought.

Section 4. Time Limits

Failure by the Town to respond within the applicable time frame shall be deemed to be a denial of the grievance, affording the Union the opportunity to appeal to the next step. Failure by the Union to appeal within the applicable time limits shall be deemed to be a waiver of the grievance. The time limits referenced herein can be extended by mutual agreement of the parties in writing.

ARTICLE XVI PROTECTION OF WORK OPPORTUNITY

The Town of Freetown, or the Chief of Police, under no circumstances shall hire, or engage any person or persons, whether paid or not, for police duty unless no Regular or Reserve Officer is available, excepting Freetown Auxiliary Police. This Article is not to affect the hiring of civilians for school crossings. Compliance with the Civil Defense Act shall not be construed as a violation of this Article.

Lockup Attendants: The Board of Selectmen may appoint qualified persons to positions designated as "lockup" attendants. Their employment shall be limited to monitoring prisoners confined within the Police Department's cells. Under no circumstances shall an attendant be offered the work opportunity before a Reserve or Regular Police Officer, regardless if an Officer is to receive overtime compensation. Work opportunities shall be distributed among Police Officers on an equal rotating basis.

ARTICLE XVII INDEMNIFICATION

To the extent permitted by law, the Town shall hold the employee harmless from liability to the Town or any other person arising out of and in the course of the employee's work as a Police Officer.

The Town shall indemnify an employee in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of the negligence of such employee or other act of his/her resulting in accidental bodily injury to or the death of

any person, or in accidental damage to or destruction of property, while acting as such employee.

The Town shall indemnify an employee in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of any other acts done by him while acting as such employee; provided in either case, that after investigation, it shall appear to the Town that such employee was, at the time the cause of action or claim arose, acting within the scope of his/her employment, and provided further that the defense or settlement of any action or claim for which indemnification is sought under this provision shall have been made by the Town Counsel, upon the request of the Town, or if the Town Counsel fails to or refuses to defend such action or claim, by an attorney named by the Town or by an attorney employed by such employee. The Town shall appropriate funds for this purpose in the same manner as appropriations for police purposes.

ARTICLE XVIII **MANPOWER**

The parties hereto agree that in order to protect the lives and safety of the public of the Town, that minimum personnel will be required on each relief in the filling of all vacancies in order to maintain minimum manpower. In the event of the absence of the Sergeant, a Patrolman who is designated by the Chief of Police subject to the approval of the Board of Selectmen, will be in charge of the relief, and shall be paid a ten percent (10%) differential.

For the protection of the Officers and citizens of the Town, the Town agrees it will use reasonable efforts to assure all vacancies are filled at all times.

ARTICLE XIX **K-9 OFFICER**

Section 1. Compensation For Daily Care, Housing, and K-9 Officer Commitment

- (a) In the discretion of the Chief, an officer may be assigned to serve as the Department's K-9 Officer. Assignment as the Department's K-9 Officer shall be made in the same manner as other assignments within the Department.
- (b) The K-9 Officer shall house the dog at the K-9 Officer's home.
- (c) The expression "daily care" as used in this agreement shall include the following activities involving the dog: feeding, bathing, brushing, exercising, training, grooming, transporting the dog for veterinary care, administering medications, cleaning the dog's kennel, and cleaning the vehicle used to transport the dog.

(d) The expression "daily care" shall also include all other activities of the K-9 Officer involving the dog at or away from home except when the K-9 Officer is performing police work as a member of the Town's Police Department, participating in formal periodic or academy training of the dog and K-9 Officer or performing any other work described in this agreement for which this agreement expressly provides that the K-9 Officer shall receive additional compensation.

(e) As compensation for all "daily care" of the dog as described in "c" and "d" of this section, the K-9 Officer shall work a 4-2 schedule on the evening shift (the regular evening shift being 4:00 p.m. to Midnight), but shall have a regular tour of duty that starts one (1) hour after the regular starting time of the evening shift, i.e. at 5:00 p.m. Notwithstanding the 5:00 p.m. start time, the K-9 Officer shall be compensated by the Town for the full 8-hour evening shift and be treated by the Town for purposes of compensation as having worked the first hour of the shift (i.e., the Union and Town agree that the time worked for the "daily care" of the dog each week is being compensated by the pay the K-9 Officer receives for the first hour of K-9 Officer's regularly scheduled shifts each week, and therefore the first hour of the K-9 Officer's regularly scheduled shifts each week are counted as "time worked," even though the K-9 Officer shall arrive one hour after the shift starts).

Section 2. Compensation For Periodic Formal Training/Academy Training.

(a) As a condition for assignment as the Town's K-9 Officer, the Town periodically requires the K-9 Officer to attend training as a K-9 Officer with or without the dog. This includes full-time academy training on consecutive weeks at the inception of the dog's inauguration in the Police Department's K-9 program, referred to as "Patrol Academy" (training dog for tracking, evidence detection, criminal apprehension, obedience); and full-time academy training on consecutive weeks at some point thereafter, referred to as "Narcotics Detection Academy" (training dog for detection of narcotic odors). In addition, there is training that occurs approximately once per month of about 8 hours in duration (depending on location) per certification (e.g., 8 hours for Patrol Academy functions; 8 hours for Narcotic Academy functions). All such training attended by the K-9 Officer shall not constitute "daily care" and is subject to separate compensation as set forth in this section.

(b) When such training occurs on the same day as the K-9 Officer is otherwise scheduled to work an evening, 7-hour tour of duty pursuant to his regular 4-2 schedule, the K-9 Officer shall be reassigned to a 7-hour tour of duty on the day that encompasses such training, including travel time from the Police Department to the training facility and back to the Police Department, and time in attendance at training. Though the Police Department is used as a reference point for travel time, there is no obligation on such training days, unless otherwise directed by police supervision, for the K-9 Officer to report to the Police Station before traveling to such training. The K-9 Officer may travel from his/her home directly to and from the training venue. If the travel/training surpasses such 7-hour time frame, the K-9 Officer shall be paid at the overtime rate for each hour or fraction thereof that exceeds such 7-hour tour of duty. If the training/travel is less than

the 7-hour period, the K-9 Officer shall report for the balance of his/her 7-hour tour of duty at the reasonable discretion of the shift supervisor.

(c) When such training occurs on a day that the K-9 Officer is not otherwise scheduled to work an evening, 7-hour tour of duty pursuant to the K-9 Officer's regular 4-2 schedule, the K-9 Officer shall be paid at the overtime rate per section 3 below. Likewise, if the K-9 Officer attends training on a workday during the day shift, and then works his/her regular 7-hour tour of duty in the evening, the K-9 Officer shall be paid overtime per section 3 below.

Section 3. Extra Shift, Extra Hours, CBA Overtime, No Forced Comp Time.

(a) All work of the K-9 Officer performed outside of the K-9 Officer's regular work schedule, regardless of whether it involves the dog, that is not otherwise encompassed by compensation for "daily care" (section 1) and "periodic formal training" (section 2) as described above, or compensation for "mutual aid" (section 4) as described below, shall be subject to the overtime provisions of the collective bargaining agreement. Except as otherwise provided in Section 4 below, the K-9 Officer shall have the option to elect overtime pay or compensatory time off to the same extent that such option is available under the terms of the collective bargaining agreement.

Section 4. Compensation For Mutual Aid.

(a) Where another public entity requests the Town to provide a K-9 Officer when the K-9 Officer is not performing police work as member of the Town's Police Department on a regularly assigned shift, an extra tour of duty, or extra hours, the Town in its sole discretion shall either deny such request, or contact the K-9 Officer and offer him the opportunity to perform such work on an overtime basis. The K-9 Officer shall have the option to elect overtime pay or compensatory time off to the same extent that such option is available under the terms of the collective bargaining agreement. The K-9 Officer shall have the option to deny such K-9 Officer assignment for such other public entity.

(b) Where SEMLEC requests the Town to provide a K-9 Officer when the K-9 Officer is not performing police work as a member of the Town's Police Department on a regularly assigned shift, an extra tour of duty, or extra hours, the Town in its sole discretion shall either deny such request, or contact the K-9 Officer and offer him the opportunity to perform such work on an overtime basis. The Union and the K-9 Officer agree that such overtime shall be compensated for by accrual of compensatory time off at one-and-one-half hours for each hour worked in that regard and shall not be compensated for via overtime pay. The K-9 Officer shall have the option to deny such K-9 Officer assignment for SEMLEC.

Section 5. Retirement of Dog.

(a) To the extent permitted by law, the K-9 Officer shall be offered the right of first refusal, to retain the current dog when the dog retires, at no cost to the K-9 Officer.

ARTICLE XX
AGREEMENT DELETIONS

If any term or provision of this Agreement is, at any time during the duration of this Agreement, adjudged or determined by a court or administrative agency, to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

ARTICLE XXI
DURATION

This Agreement shall become effective July 1, 2018 and shall continue in effect to and including June 30, 2021. This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new agreement or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party, not less than thirty (30) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives, on the ____ day of, _____ 2021.

FREETOWN POLICE ASSOCIATION


By: 
THOMAS LONG, PRESIDENT

By: 
MARK FORNACIARI, DIRECTOR-AT-LARGE

By: 
PATRICK LEE, DIRECTOR-AT-LARGE

TOWN OF FREETOWN

By: 
LISA A. PACHECO, CHAIRMAN

By: 
GEORGE L. GRUNWALD

By: 
TREVOR B. MATTHEWS

SCHEDULE A

WAGES FOR EMPLOYEES UNDER ARTICLE IX

The wages of all employees shall be determined as set forth as follows:

July 1, 2018 - 2% Increase

Steps	1	2	3	4	5
Years	1	2	3	5	7
Officer 4/2	\$23.09	\$25.06	\$26.80	\$27.66	\$28.55
Officer 5/2	\$24.59	\$26.70	\$28.55	\$29.48	\$30.44
Sergeant 4/2	\$30.48	\$30.55	\$30.63	\$31.62	\$32.64
Sergeant 5/2	\$32.37	\$32.46	\$32.54	\$33.59	\$34.69
Lieutenant 4/2	\$34.86	\$34.95	\$35.04	\$36.17	\$37.35
Lieutenant 5/2	\$37.05	\$37.14	\$37.23	\$38.44	\$39.69
Reserve 1	\$18.25	\$18.29	\$18.34	\$18.93	\$19.55
Reserve 2	\$20.99	\$21.04	\$21.10	\$21.77	\$22.49

July 1, 2019 - 2% Increase

Steps	1	2	3	4	5
Years	1	2	3	5	7
Officer 4/2	\$23.55	\$25.56	\$27.33	\$28.22	\$29.13
Officer 5/2	\$25.08	\$27.24	\$29.12	\$30.07	\$31.05
Sergeant 4/2	\$31.09	\$31.16	\$31.24	\$32.25	\$33.30
Sergeant 5/2	\$33.02	\$33.10	\$33.19	\$34.26	\$35.39
Lieutenant 4/2	\$35.56	\$35.65	\$35.74	\$36.89	\$38.10
Lieutenant 5/2	\$37.79	\$37.88	\$37.98	\$39.21	\$40.48

Reserve 1	\$18.61	\$18.66	\$18.71	\$19.31	\$19.94
Reserve 2	\$21.41	\$21.46	\$21.52	\$22.21	\$22.94

July 1, 2020 - 2% Increase

Steps	1	2	3	4	5
Years	1	2	3	5	7
Officer 4/2	\$24.03	\$26.07	\$27.88	\$28.78	\$29.71
Officer 5/2	\$25.59	\$27.78	\$29.70	\$30.67	\$31.67
Sergeant 4/2	\$31.71	\$31.79	\$31.87	\$32.90	\$33.96
Sergeant 5/2	\$33.68	\$33.77	\$33.85	\$34.95	\$36.09
Lieutenant 4/2	\$36.27	\$36.36	\$36.45	\$37.63	\$38.86
Lieutenant 5/2	\$38.54	\$38.64	\$38.74	\$40.00	\$41.29
Reserve 1	\$18.99	\$19.03	\$19.08	\$19.69	\$20.34
Reserve 2	\$21.84	\$21.89	\$21.95	\$22.65	\$23.40

RESERVE OFFICERS. Reserve Officers will be paid at the Reserve Police Officer 1 hourly rate before they have totaled 2,000 patrol and/or training hours in their career, and the Reserve Police Officer 2 hourly rate after 2,000 hours in their career.

EXHIBIT A

RECRUIT TRAINING FEE AGREEMENT

Agreement made this _____ day of _____, _____, by and between the Town of Freetown, Massachusetts, acting by and through its Board of Selectmen (the "Town") and _____ of _____, Massachusetts (the "Student Officer").

For good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Town and the Student Officer agree as follows:

The Town agrees to assume and be responsible for the _____ (\$ _____) Dollar municipal police recruit training academy fee authorized by Chapter 38, Section 305 of the Acts of 1995 for the Academy (the "Academy"), provided, however, that said Student Officer remains in the employ of the Town for a period of three (3) years following completion of the Academy.

Notwithstanding a lay-off or duty related disability retirement approved by the Bristol County Retirement Board, should said Student Officer leave the employ of the Town at any time during the Academy or within the first year after completing the Academy, then he/she shall be responsible to reimburse the Town one hundred percent (100%) of the Academy fee together with all costs incurred by the Town for medical examinations and Physical Ability Testing (PAT) of the Student Officer required by the Massachusetts Human Resource Division (HRD) or its successor, and all costs for certain supplies, equipment, uniforms and ammunition, if any, furnished by the Town to the Student Officer for use at the Academy.

Notwithstanding a lay-off or duty related disability retirement approved by the Bristol County Retirement Board, should said Student Officer leave the employ of the Town at any time within the second year after completing the Academy, then he/she shall be responsible to reimburse the Town seventy-five percent (75%) of the Academy fee together with all costs incurred by the Town for medical examinations and Physical Ability Testing (PAT) of the Student Officer required by the Massachusetts Human Resource Division (HRD) or its successor, and all costs for certain supplies, equipment,

uniforms and ammunition, if any, furnished by the Town to the Student Officer for use at the Academy.

Notwithstanding a lay-off or duty related disability retirement approved by the Bristol County Retirement Board, should said Student Officer leave the employ of the Town at any time within the third year after completing the Academy, then he/she shall be responsible to reimburse the Town fifty percent (50%) of the Academy fee together with all costs incurred by the Town for medical examinations and Physical Ability Testing (PAT) of the Student Officer required by the Massachusetts Human Resource Division (HRD) or its successor, and all costs for certain supplies, equipment, uniforms and ammunition, if any, furnished by the Town to the Student Officer for use at the Academy.

Executed as a sealed instrument.

TOWN OF FREETOWN

By: _____

Student Officer
