

AGREEMENT
BY AND BETWEEN
TOWN OF LAKEVILLE, MA
AND THE



NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION
LOCAL 185

July 1, 2020 – June 30, 2023

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The following contract, effective July 1, 2020 by and between respectively, the Town of Lakeville (hereinafter referred to as the "Town" and the New England Police Benevolent Association Local 185 (hereinafter referred to as the "Association" or "Union"), is designed to promote a harmonious relationship between the Town of Lakeville and its employees who are within the provisions of this contract, in order that a more efficient and progressive service may be rendered.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Association as the exclusive representative and bargaining agent for the following unit: all full-time members of the Town's police department up through the rank of Lieutenant, but to exclude civilian employees of the police department, and further excluding the Captain and Chief of Police.

ARTICLE II

MANAGEMENT AND EMPLOYEE RIGHTS

The Town reserves and retains all the regular and customary functions, rights and prerogatives of municipal management which have not been specifically relinquished, abridged, or limited by this agreement. The exercise of such functions, rights and prerogatives shall not be subject to the grievance and arbitration procedure.

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to add or eliminate department, require and assign overtime, increase or decrease the number of jobs, change process, assign work and work to be performed, schedule shifts and hours to work and lunch or break periods, hire, suspend, demote, discipline, or discharge, transfer or promote, layoff because of lack of work or other legitimate reasons, establish rules, regulations, job descriptions, policies and procedures, conduct orderly operations, establish new jobs, abolish and change existing jobs, determine where, when, how and by whom work will be done, determine standards of proficiency in police skills and physical fitness standards, except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this agreement clearly provides otherwise, the Town, acting through its board of Selectmen, Administrative Officer, and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage, or precedent to manage and control the police department.

By way of example but not limitation, management retains the following rights:

- To determine the mission, budget, and policy of the department

- To determine the organization of the department, the number of employees, the work functions, and the technology of performing them
- To determine the numbers, types, grades of positions or employees assigned to the organizational unit, work project, or to any location, task, vehicle, building, station, or facility.
- To determine the methods, means, and personnel by which the departments operations are to be carried.
- To manage and direct employees of the department
- To maintain and improve orderly procedures and the efficiency of operations, to hire, promote, and assign employees
- To transfer, temporarily reassign, or detail employees to other shifts or other duties
- To determine the equipment to be used and the uniforms to be worn in the performance of duties
- To determine the policies affecting the hiring, promotion, and retention of employees
- To establish qualifications for ability to perform work in classes and/or training, including physical, intellectual, and mental health qualifications
- To lay off employees in the event of lack of work or funds or under conditions where management believes that the continuation of such work would be less efficient, less productive, or less economical.
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency
- To enforce existing rules and regulations for the governance of the department and to add or modify such regulations as it deems appropriate
- To suspend, demote, discharge, or take other disciplinary action against an employee, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the department shall be final and binding and shall not be subject to the grievance provisions of this agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this agreement.

It is understood and agreed to by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its right and management.

Prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and

obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure and omission of the parties to outline or delineate in this contract responsibilities and the obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE III

SENIORITY

- (A) Seniority within the Lakeville Police Department shall commence from the date of appointment by the Board of Selectmen in accordance with General Laws chapter 41, sec 97a.
- (B) Seniority shall not be broken by vacation time, sick time, injury time, leave of absence, as defined by this agreement, or any call to military service.
- (C) If an employee resigns voluntarily in force or is discharged for just cause, he shall lose all seniority.
- (D) In the event of a reduction in force for lack of funds, lack of work, or for abolition of positions, layoff shall be in the inverse order of hiring. Employees after a 2 year layoff absence must apply for any posted position and will be given due consideration, however the town need not be bound to hire back any employee after a two year layoff.
- (E) When a permanent vacancy occurs, the senior police officer in the next lowest rank and who requests same shall be considered by the board of Selectmen. However, assignment to shift and job assignments will be at the sole discretion of the Chief of Police.
- (F) Shift bidding- shift bidding will be provided to the uniform patrol officers by seniority. Sergeants (i.e. Supervisors) shall also bid for available supervisors shifts. Selections shall be effective July 1st, and November 1st and March 1st, and each year on those dates for the duration of the contract. Bid selections shall be made on a four (4) month interval.

The department shall elicit bid selections from each officer so entitled no later than June 1st, October 1st and February 1st, and each year on those dates for duration of contract. The department will prepare a shift assignment schedule based on the bids received (and other relevant facts).

If during the year, an opening for a shift becomes available due to extended injury, promotion, other assignment, or by adding a position etc. The shift vacancy shall be posted for a period of one (1) week. All officers wishing to bid for the available shift shall fill out the appropriate forms. The shift shall be awarded by seniority.

The Chief of Police may assign or reassign persons to or from any shift, regardless of seniority, if he deems it necessary to do so, for reasons including, but not limited to: conflicts between members of a shift which affect the job performance, discipline, non-performance, or to maintain or achieve a balance of experienced personnel. Furthermore, when necessary due to vacations, personal days, sick time, injury, etc., temporary shift assignment changes, regardless of seniority, to fill vacancies, is permitted.

ARTICLE IV

APPOINTMENTS

An officer employed by the Lakeville Police Department with less than (5) years continuous service shall receive one-year (1) appointments, with the first year being probationary.

An officer employed by the Lakeville Police Department with more than 5 years of continuous service shall receive three (3) year appointments by the Selectmen, effective July 1, 1995, and thereafter. Reappointment is subject to just cause, as outlined in Massachusetts General Laws chapter 41, section 133.

ARTICLE V

WAGES

(A) Wages for the term of the first year of this contract shall be as follows:

<u>STEP</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
Ptl 1	\$ 958.89	\$ 978.07	\$ 997.63
Ptl 2	\$ 996.45	\$1,016.38	\$1,036.71
Ptl 3	\$1,035.49	\$1,056.20	\$1,077.32
Ptl 4	\$1,114.63	\$1,136.92	\$1,159.66
Ptl 5	\$1,200.00	\$1,224.00	\$1,248.48

An officer in his first year of service shall be paid at the step 1 rate. On the anniversary date of his appointment the officer shall proceed to the next step increment, based on years of service.

The pay differential for Sergeants shall be at 15% per year above the base pay of the highest paid Patrolman:

Effective May 1, 2020, the pay differential for Lieutenants shall be at \$5,000 per year above the base pay of the highest paid Sergeant.

(B) Effective July 1, 2020, if any Town departments in the contract fiscal year 2021 to 2023 receive more of an increase in salary than allowed in section A, this contract will be reopened for wages only.

(C) Pay scale for a recruit Officer in the Police Academy shall be 75% of step 1 until the recruit graduates as a Police Officer. In addition, new recruits would not be entitled to the education incentive or actual step 1 until successful completion of the Police Academy.

ARTICLE VI

SHIFT DIFFERENTIAL

Shift differential shall be paid by the shift consistent with the schedule below:

3 p.m. to 11 p.m.	4%
6 p.m. to 2 a.m.	5%
11 p.m. to 7 a.m.	6%

In the event an officer/sergeant swaps his/her shift, differential shall be paid to the officer/sergeant who works the shift.

ARTICLE VII

LIGHT DUTY

An employee who is on leave without the loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts Laws, may at the discretion of the Chief of Police, be required to perform limited duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is limited duty available to be performed by such employee and orders such employee to do so. Notwithstanding any provisions in the agreement to the contrary including, but not limited to, those provisions relating to shift bidding, seniority, if any, the Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of the article.

An employee, who is on sick leave for non-work related illness/injury, may with the written permission of his/her physician return to perform limited duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is limited duty available to be performed by such employee. Notwithstanding any provisions in this agreement to the contrary, including but not limited to, those provisions relating to shift bidding and seniority, if any, the Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of the article.

Light-duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations, including, but not limited to clerical, dispatching, training, investigative assistance, court work, school related work, public relations, station monitoring, planning, or similar duties.

ARTICLE VIII

DEATH LEAVE

Each employee in the bargaining unit shall be granted leave without loss of pay in the event of death in his/her immediate family. Such leave shall not be less than one (1) day not more than three (3) days. For the purpose of this article, the term "immediate

family” shall mean and include the following: mother, father, sister, brother, spouse, life partner, child, son in law, daughter in law, mother in law, father in law, brother in law, sister in law, aunt or uncle, grandparent or grandchild.

Additional days may be granted at the discretion of the Chief of Police. Additional days may not exceed seven (7), this bringing the maximum death leave to ten (10) days. In the event additional days are granted, those days will be taken from the accumulated sick time, or out of vacation time, at the discretion of the Chief of Police.

ARTICLE IX

UNIFORMS AND EQUIPMENT

- (A) Each officer covered by the terms of this agreement shall be allowed an annual clothing allowance of \$800.00 (Eight hundred dollars) for full time officers. The Town shall purchase all sidearms and ammunition to be used in the line of duty. Equipment shall be a semi-automatic weapon deemed appropriate by the Chief of Police.
- (B) Equipment purchased by the Town pursuant to this article shall remain the property of the Town. Clothing purchased by the Town shall remain the property of each officer. Each officer shall be allowed an annual cleaning allowance of \$400.00 effective July 1. Each officer shall be allowed this amount which shall be in addition to section A of this article. Probationary officers shall not be eligible for this additional amount until they have completed three (3) months of actual service.
- (C) New full time Officers shall be issued at no cost to the new hire:
 - (2) Two pairs of pants
 - (2) Two long sleeve shirts (with patches)
 - (2) Two short sleeve shirts (with patches)
 - (1) One pair of boots

These clothing items shall be purchased at vendor determined by the Police Chief.

ARTICLE X

EXTRA PAID DETAILS

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

- (A) It is agreed that those officers who are working paid details do so on their off duty time or on any time when they are not specifically scheduled to work in the police Department.
- (B) There shall be a list of all officers who wish to be considered for a detail posted in a conspicuous place accessible to all officers. All officers will be able to see the order

of where their name falls in the upcoming week. Dispatchers will also be able to follow the list in case of an emergency detail. A book will be maintained and be made available for review by the Chief of Police and any member of the Police Union. The book shall have a record of details offered, refused, and accepted along with the dates and time of said detail.

- (C) When details are received for the upcoming week said details shall be posted in the officer's room.
- (D) Details will be filled between the hours of 6:00 p.m. and 7:00 PM on Sunday of each week, whenever possible. The distribution will be determined by the list, the top person on the list shall have first choice of any detail he or she is capable of working.
- (E) Any officer accepting a detail will be responsible to work on the date and time of such detail. After an officer accepts the detail, his name will go to the bottom of the list. If the officer cannot work the detail he has accepted he must call the dispatcher/desk officer to cancel. There must be four (4) hours' notice except in cases of emergency. The detail will then be filled in accordance with the provisions of section I of this policy.

If any officer accepts a detail and continually calls to cancel, he will be removed from the detail list for a period of time deemed appropriate by the Chief of Police.

- (F) If the detail is cancelled prior to the officer working, and the officer does not get paid the first four (4) hour minimum, his name shall be returned to the top of the list. The dispatcher/desk officer shall be in charge of notifying the supervisor and putting the name on the top.
- (G) Any officer who accepts a detail will have their name placed on the bottom of the list.
- (H) It is the responsibility of each officer to notify the detail officer if he or she would be interested in accepting a detail while on vacation.
- (I) Any detail received by the Police Department twenty four (24) hours or less prior to the starting time of the detail will be filled as follows:
 - 1. The dispatcher will notify the shift supervisor.
 - 2. If no supervisor or officer is available, the dispatcher will call the list.
 - 3. If an officer accepts the detail, his/her name will go to the bottom of the list.
 - 4. After the detail is filled, the name shall be placed at the bottom of the list, the proper form filled out, and supervisor notified.
 - 5. If no officer is willing to work the detail, the Chief shall be asked. If he/she does not accept, other police agencies shall be notified. They are as follows:

Middleboro Police
Freetown Police
Rochester Police
Raynham Police

Freetown Police shall be called first for all high school details

- (J) Once a detail is accepted by a full time or part time officer, that officer will remain in that detail unless he cancels. No full time officer, once he/she has refused a detail, will be allowed to "bump" a part time officer, from a detail.
- (K) All details at the high school, (basketball games, football games and dances etc.) Will use a marked cruiser, if available to the shift. Supervisor has the authority to make changes in this section if he/she feels it is necessary at any time. All department vehicles will have the engine shut off when not needed to run the blue lights.
- (L) If the detail cannot be filled, the person requesting the detail shall be notified as soon as possible. If another department is requesting assistance filling a detail, they will be notified within one (1) hour of our ability to fill the detail or not.
- (M) All officers directing traffic shall wear reflective clothing, (i.e. raincoat, traffic vest, reflective straps) along with the department hat. Turtlenecks may be worn in place of ties.
- (N) All detail requests will be directed to the Administrative Assistant when possible. When not on duty the dispatcher will take all necessary information. The detail request forms are to be used by all parties. The dispatcher shall proceed to fill the detail using the detail form. All forms are to be forwarded to the Administrative Assistant.
- (O) It shall be the responsibility of the duty Sergeant to check all outside details periodically.
- (P) The following list will be grounds for disciplinary action, including but not limited to removal from the detail list for a specific period of time. They are as follows:
1. Officers failing to fulfill a detail assignment or showing up late for the detail.
 2. Constant talking to other officers and or civilians while working the detail.
 3. Using department vehicles for road jobs without the consent of the supervisor on duty, Lieutenant, or Chief of Police.
 4. Sitting in the cruiser or personal vehicle while working a detail without the consent of the person supervising the detail or the supervisor on duty.
 5. Leaving early from the detail.
 6. Failure on behalf of the officer to conduct himself in the highest degree of professionalism.
- (Q) All grievances for the distribution of details shall be in writing to the Chief of Police. The grievance procedure in the contract shall apply.
- (R) The rate of pay for all private details shall be determined by the association with the approval of the Board of Selectmen. The Association shall determine the average rate of pay for private details prevailing in the communities in the same general area as the town, and the Association shall submit its finding in the regard to the Board of Selectmen. Such findings shall be used as a guide by the Association in determining the rate of pay for details.
- (S) Amendments and changes may be made to this policy when deemed necessary by the Chief of Police.
- (T) Any private **non-town detail** on any of the 11 Holidays listed in Article XVI, as well as, the night before (starting at 3pm) Thanksgiving, Christmas Eve, and New Year's Eve, will be paid at 1½ times the current detail rate with the same minimums listed in this article.

- (U) If a detail is canceled by the party who requested the detail less than two (2) hours prior to the start of the detail, the party responsible for hiring the detail shall be required to pay the four (4) hour minimum for the detail. The officer assigned the detail will be paid the four (4) hour minimum.
- (V) Any private **non-town detail** worked between the hours of 11:00 pm to 7:00 am, will be paid at 1½ times the current detail rate for all hour's work, with the same minimums listed in this article.
- (W) Any party who hires a private **non-town detail** for a labor dispute, strike, protest or similar event, will be paid at 1½ times the current detail rate, with the same minimums listed in this article.

ARTICLE XI

OVERTIME

- (A) All overtime shall be assigned by the Chief of Police or his/her authorized representative in accordance with Article III of this agreement. Overtime shall be defined as time worked by an officer in excess of their normal shift hours.
- (B) Extra or additional voluntary shifts shall be paid at time and one-half (1½) to all forty (40) hour officers. All full time officers shall have first refusal of overtime details.
- (C) Any forty (40) hour officer called back for duty shall be paid a minimum of four (4) hours at the rate of time and one-half (1½).
- (D) All overtime which becomes available due to injury, vacation, training, sickness, or any other reasons shall be distributed fairly and equitably by means of a rotating system; however, there shall be no absolute requirement to fill the shift. Said system will be comprised of two (2) lists of all police officers with the exception of the Chief of Police, which will be available for view by any employee responsible for filling of overtime, whether scheduled or last minute. One list shall be comprised of supervisors, and the other comprised of patrolmen. The initial list shall be in the order of seniority. The list will then rotate as overtime is accepted and an officer's name is moved to the bottom of that list. After the first use of the list, at no time will any officer receive preference or any overtime due to seniority. Supervisor shifts will be offered to Supervisors and Patrolman shifts will first be offered to Patrolmen.

The rotating system shall be used at all times for the filling of available overtime. No officer will be penalized if he/she is on vacation or is scheduled to work the same shift. Said list shall be used filling all known overtime while making out the next month's schedule. Each officer shall be notified of all available overtime but be allowed to choose one (1), at which time he will be moved to the bottom of the list. Once the list is exhausted, the procedure shall be repeated until all available overtime has been filled.

When overtime becomes available due to illness or injury, the senior officer on that shift shall be notified of the vacancy and it shall be his/her responsibility to fill said overtime shift after receiving approval from the Chief or Lieutenant, or designate a police department employee to fill said overtime, using the above rotating method.

It is each officer's responsibility to know his/her place on the list, and notify proper persons in regard to any discrepancy. It is also the responsibility of said officer to make phone/pager/cellular numbers available for last minute notifications of availability of overtime.

A master list will be kept noting officers' acceptances/refusals of overtime and include times called and by whom. This list will be available in an accessible area to be used of the filling of overtime and the inspection of officers.

Any disputes arising from the disbursement of overtime will follow the grievance procedure listed in this agreement.

ARTICLE XII

SICK LEAVE

- (A) Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:
1. Illness or injury, except where directly traceable to employment by an employer other than the town.
 2. When an officer is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off duty hours. An officer is allowed three (3) days in which he or she can make these appointments.
- (B) Whenever an officer is incapacitated for duty because of an injury sustained in the performance of his duty, without fault of his own the officer shall be granted an excused absence, without loss of sick leave and without loss of pay for the entire period of his incapacity, in accordance with G.L. Chapter 41, section 111F.
- (C) Full-time officers shall be granted fifteen (15) sick days each year throughout the term of said officer service. All unused sick days shall be accumulated from year to year with the maximum number accumulated to be two-hundred ten (210) days. (Effective 07-01-2008) the Board of Selectmen in cases of special need may authorize the use of further accumulation of sick leave beyond the applicable maximum accumulation. Full-time officers in the first year of employment shall receive a sick day pro-rated at a rate of one and one quarter ($1\frac{1}{4}$) days per month from the date of employment, not to exceed fifteen (15) days in the first year.
- (D) Officers shall be eligible for sick leave earned in any month the first day of the succeeding month.
- (E) Sick leave shall accumulate during leaves of absence with pay and during the time an officer is on authorized sick leave or vacation time.
- (F) The police department shall maintain a record for each officer of sick leave used and accumulated.
- (G) When an officer calls in sick, the employer shall have the right to have the officer examined by a physician chosen by the Town. If the officer refused to submit to the examination as set out above, it is understood and agreed by the parties that the Chief of Police can and will exercise all of his authority in accordance with the rules and regulations to discipline said officer for abuse of sick leave.

- (H) The Town shall have the right to require an officer to produce a written statement from a physician certifying that the officer is ill in the event the officer takes a sick day the day before a holiday, on a holiday, or the day after a holiday. The town shall also have the right to require an office to produce a written statement form a physician certifying that the officer is ill on or after the third successive day of any sick leave taken. In the event an officer fails to produce such a statement as required, said officer shall not be entitled to the benefits of this article for the days taken as sick leave, for which a physician's statement is required.
- (I) An officer who has completed a minimum of ten (10) years' service on the Lakeville Police Department, who retire under Mass. General Laws, Chapter 32, shall receive thirty (30) percent of his accumulated sick leave, in the form of pay equal to his current hourly wage. In the event of an officer death, his/her spouse shall receive this benefit.
- (J) Each officer will be eligible for three (3) family sick days per year. These days will be deducted from accumulated sick time. A family sick day can be taken for any family illness. These days are for any family illness which requires the employee to miss work.
- (K) Personal days with pay shall be granted each year with three (3) being deducted from accumulated sick leave. Six (6) personal days shall be granted yearly. The granting of personal days must occur subject to public safety operational and staffing needs of the department and Personal Days may not be taken prior to, or the days following any vacation unless authorized by the Police Chief pursuant to Article XIV or legal holidays, as defined by Article XV. No two (2) personal days may be taken consecutively, except with the written permission of the Police Chief. The following is normal anticipated time frame for granting personal day request:
- Three (3) per year with at least 48 hours' notice.
- One (1) per year with at least 24-hour notice.
- Two (2) per year with at least four (4) hour notice for Patrol Officer only if three (3) are scheduled for that particular shift upon approval of the Chief of Police. This will be referred to as an "Emergency Personal Day". Sergeants and Lieutenants shall not be eligible for an "Emergency Personal Day". If two (2) "Emergency Personal Days" are taken in the same six-month period (Defined as July 1-December 31 and January 1-June 30) the Officer shall forfeit his/her sick time bonus for that particular six-month period.
- (L) Sick time bonus- any officer who does not use any of his/her sick time for a six (6) month period beginning July 1 and ending December 31, and the period beginning January 1 and ending June 30, shall be entitled to a bonus of four hundred (\$400.00) dollars at the discretion of the chief. Officers shall be eligible to said bonus during both time periods.
- (M) Sick Leave Pool – With the approval of the Board of Selectmen, an employee may, at any time, transfer any number of his/her sick days to another employee, not to exceed five (5) days per year. Said transfer shall occur only after the

receiving employee has exhausted all accrued vacation, personal and sick leave of his/her own, and only after a written request has been filed by the transferring employee. The transfer request shall be verified by the Town Administrator and notation made in both employees' personnel files.

ARTICLE XIII

COURT TIME

- (A) Any officer who goes to court after his regular shift or on a day off will be paid a minimum amount equal to four (4) hours of pay at time and one-half (1½) rate. Any time in excess of four (4) hours required in attendance at court will be paid at time and one-half (1½) rate.
- (B) The aforementioned provisions apply to appearances in the Superior or District courts for criminal and civil business, or when the business is a result of an officer's performance of his/her regular law enforcement duties.
- (C) The Town shall furnish a car, if available, for officers required to make an appearance in Superior or District courts. Should a vehicle be unavailable, officers shall use their personal vehicles and make a claim for reimbursement to the respective court. The town shall pay the difference between the amount paid by the court and twenty (20) cents per mile.

ARTICLE XIV

VACATIONS

- (A) All officers after fifty-two (52) weeks of service in the Lakeville Police Department shall be granted ten (10) days annually which shall not be accumulated from year to year and shall be taken in their entirety or in sections. No sick leave shall be granted to an employee during his vacation period. Vacation shall be approved by the Chief of Police on the following basis:

Length of service

52 weeks to 5 years
5 years to 10 years
10 years to 15 years
15 years or more

Length of vacation

10 working days
15 working days
20 working days
1 additional day per
year of service above
15 years with maximum
accumulation of 5 days

- (B) As used in this article, the word "section" is defined as a period of five (5) consecutive working days.
- (C) An officer may take two weeks of his/her vacation weeks in one day at a time as long as 48 hours' notice is given and his/her shift is able to be filled by another officer. The granting of individual vacation days must occur subject to the public safety operational and staffing needs of the department.
- (D) The vacation schedule will be posted each year by the first week of January.

(E) Employees may ask the Police Chief to carry over five (5) days of unused vacation time, which must be used within six (6) months of the start of the new fiscal year.

Any request for carryover, which exceeds the five (5) days of vacation time allowed, must be approved by both the Police Chief and the Board of Selectmen. The Police Chief shall notify Board of Selectmen in writing of all granted requests.”

ARTICLE XV

HOLIDAYS

(A) The following days shall be considered holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The aforementioned shall be construed to guarantee each full time officer thirteen (13) paid holidays each year whether or not his day off falls on a holiday, and paid holidays shall be defined to mean compensatory time off or a day's pay at the discretion of the Town.

All members covered under this agreement shall be paid for eight (8) hours at their regular rate of pay for state legal holidays, plus two (2) additional days. The two additional days shall be paid in a lump sum no later than the first pay period in December.

Four (4) hours pay will be paid for shifts worked on Thanksgiving and Christmas as follows:

11pm to 7am shift starting on the eve of the holiday.
7am to 3pm shift on the day of the holiday.
3pm to 11pm shift on the day of the holiday.

ARTICLE XVI

HOURS OF DUTY OF PERMANENT OFFICERS

- (A) The regular work shift hours which have been in existence since January 1, 1973, shall continue to be maintained.
- (B) During the work hours between 7:00 am and 7:00 p.m. not more than one officer shall be assigned to a single cruiser. Between the hours of 7:00 p.m. through 7:00 am there shall be a minimum of (2) uniformed officers on patrol. Two officers shall be considered minimum manning requirement during those hours.
- (C) The regular work week for full time officers shall consist of a schedule whereby they will work four (4) consecutive days of eight (8) hours and be off two (2) consecutive days in a continuous rotating manner.

- (D) Shift swaps- each employee will be granted leave without pay for a day on which he/she is able to secure another employee who has been trained for that position to work in his/her place, said leave will be approved so long as the substitution does not impose any additional cost on the town with regard to salaries or payment of wages. The employer shall not be responsible for enforcing any agreements among the employees. Said leave will not be unreasonably withheld provided twenty-four (24) hours' notice is given, except in cases of emergency, at which time notification may be made on a shorter term.
- (E) Normally, subject to operational and staffing needs as determined by the Chief, the work schedule for each month will be posted no later than the 25th of the month prior. There will be no shift change after the schedule is posted without at least twenty-four (24) hour notice made to the employee. All requests for vacation weeks shall be made by the 10th of the month prior.

ARTICLE XVII

LONGEVITY

- (A) Each full time officer shall be granted longevity pay in addition to his/her base salary if he/she has been employed by the town for at least five (5) years at the rate of two (2) percent of the officers base wage, as provided in article v of this agreement. Each full time officer shall be granted longevity pay in addition to his/her base salary if he/she has been employed by the town for at least eight (8) years at a rate of seven (7) percent of the officers base wage.
- (B) All full time officers hired after January 1, 2001 will receive a longevity bonus equivalent to a percentage of their base wage, which shall be paid as a lump sum on the anniversary of the date of hire based on the following schedule:

5 years of service	2%
10 years of service	3%
15 years of service	5%
20 years of service	7%

- (C) Any officer hired after July 1, 2011 will no longer be entitled to longevity pay.

ARTICLE XVIII

EDUCATION

Any new Officer hired after July 1, 2011 will receive the following education incentive:

Associates Degree	7%
Bachelor's Degree	12%
Master's Degree	14½ %

The degree requirement will mirror that of the Quinn Bill Statute. As such any Educational Institution approved for the Quinn Bill will be the same requirement for all Officers to attain the educational incentive. Any Officer hired after July 1, 2011, working for another Police Department and already in the Quinn Bill program shall be entitled to previous Quinn Bill incentives if he/she was receiving same prior to joining the Lakeville Police Department.

All full-time Officers currently employed as full-time Officer's prior to July 1, 2011 will continue to receive prior Quinn Bill incentives (10%, 20%, and 25% respectively). All Officers employed prior to July 1, 2011 who continue their education shall receive incentive consistent with "old" Quinn Bill incentives (10% Associates Degree, 20% Bachelors Degree, and 25% Master's Degree). Should the state of Massachusetts fund the Quinn Bill fully the Town of Lakeville acknowledges that all Officers will then, upon receipt of such funding, receive the full benefits of the funding.

Effective July 1, 2020, officers with a degree from an accredited institution not listed under the Quinn Bill may be eligible to receive the education incentive rates outlined above. Qualifying degrees must be in a field related to law enforcement and from an accredited college or university.

In order to qualify for the education incentive, an officer must present to the Chief of Police the following:

1. Transcript of grades attained from the college or university.
2. Copy of diploma reflecting the degree attained.

Once proper documentation is submitted, the Chief of Police will determine if the degree is in a field related to law enforcement and if the institution has met accreditation standards.

ARTICLE XIX

INSURANCE

(A) Effective July 1, 2008, the Town shall contribute seventy-five percent (75%) of the employee's HMO plan. The employee shall contribute the remaining twenty-five percent (25%). The Town shall contribute sixty-five (65%) of the employee's PPO plan. The employee shall contribute the remaining thirty-five percent (35%).

Effective July 1, 2014: A buy-out of health insurance premiums shall be available at the value of one thousand dollars (\$1,000) a year for family plan or at five hundred dollars (\$500) a year for single plan for employees who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly.

Effective July 1, 2017 for new employees, the Town shall contribute fifty (50%) of the employee's HMO or PPO. The employee shall contribute the remaining (50%).

Effective July 1, 2017: A buy-out of health insurance premiums shall be available at the value of five thousand dollars (\$5,000) a year for a family plan or two thousand five hundred dollars (\$2,500) a year for a single plan for employees who, upon proof of alternative coverage, opt out of the Town's plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly.

(B)The Town agrees to purchase so-called "false arrest" insurance covering members of the department for an incurred liability as a result of the performance of their regular duties.

(C)Line of Duty Death Coverage-The Selectmen placed an article on the Annual Town Meeting held on June 12, 2017 requesting the Town to vote to accept Chapter 41 Section 100G¼, and it was accepted.

ARTICLE XX

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay that are granted for education for six (6) to twelve (12) months shall not affect accumulated, or the accumulation of seniority. All other leaves of absence granted for twelve (12) months shall not affect accumulated seniority but no accumulated seniority shall be added.

ARTICLE XXI

DRUG TESTING

(A)Probationary employees may be tested during the probationary period at such times as may be determined by the management.

(B) Absence from duty- an employee who is absent from duty for more than 20 continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured on duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty or at any time within the first month after his return to active duty.

(C) Serious injury- an employee involved in an accident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

(D) Career assignments- an employee may be tested as a condition of promotion and upon his assignment to one of the following positions and then annually thereafter while he hold the position:

Youth officer
Detective
Evidence officer
Drug assignment
Undercover task force
Court officer

(E) Reasonable suspicion- "reasonable and just cause" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his or her duties is impaired. Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility of the sources of information whether by tip or information, the reliability of the information, the degree or corroboration, the result so the investigation or inquiry and/or other facts shall be weighed in determining the presence or absence of reasonable suspicion.

(F) Administrative action- an officer who tests positive for any illegal substance including but not limited to marijuana, cocaine, opiates, amphetamines, barbiturates, shall immediately be placed on administrative leave with pay. The officer shall have the opportunity, at his/her expense, to submit to another test within a twenty-four (24) hour period. An officer who tests positive on the second test, or refuses to submit to the second test, shall be discharged immediately.

The Chief specifically reserves the right to impose disciplinary action, including but not limited to termination in the following circumstances:

The police officer purchased, sold, possessed (except in the course of his regular employment) or used drugs on duty.

The police officer's job performance or ability to perform his/her work was impaired by the use of drugs.

(G) Sample collection and testing

1. Hair samples, urine samples, or blood samples shall be taken from an employee and be secured by the physician or laboratory.
2. The laboratory selected to conduct the analysis must be experienced, and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in radioimmunoassay testing. Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.
3. The employee to be tested will be interviewed to establish the use of any drugs currently under medical supervision. Any employee taking drugs by prescription from a licensed physician as part or treatment which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.
4. Test results will be made available to the employee as soon as they are made known to the department. Employees having negative test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employees personnel file.
5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. Hair samples will

be taken by an individual designated by the Chief. For urine and blood sampling, the employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned code.

6. The employee to be tested will report to the station at the time designated for the transportation to the medical facility or laboratory designated by the department to obtain the testing sample.
7. The screening shall include testing for all controlled substances to include but not limited to, cannabinoids, cocaine, amphetamines, barbiturates, opiates, antihistamines, and synthetic narcotics. The testing shall consist of initial screening, and if that is positive, a confirmation test. All results reported as positive will be verified by GC Mass Spectrometry.
8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

ARTICLE XXII

IN-SERVICE TRAINING SESSION

All full-time officers shall attend the one training session each year without compensation. Scheduling of this training session will be at the discretion of the Police Chief.

July 2001

1 training session

ARTICLE XXIII

DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, or charged in any manner except under the provisions of General Laws chapter 41, section 97a, which the Town duly adopted at the Annual Town Meeting, 1973 and as further outlined in Massachusetts General Laws chapter 41, section 133, just cause shall apply in the above-mentioned article. Written or Written Verbal warnings may be removed from the employees personnel file after a period 180 days. This request will be made to and is at the discretion of the Chief of Police.

ARTICLE XXIV

GRIEVANCE PROCEDURE

Any grievance of the members of the police department in respect to wages, rate of pay, or other terms and conditions or employment arising under this agreement or in connection with the interpretation thereof, shall be handled as follows:

Steps one: an aggrieved employee shall discuss the grievance with the Police Association. If the grievance is not disposed of following this discussion, it shall be reduced to writing and submitted to the Police Chief within thirty (30) days of the date on which the employee knew or should have known of the existence of the grievance. The Police Chief shall have five (5) days, exclusive of Saturdays, Sundays, and holidays, to provide a written response to said grievance.

Step two: if the grievance is not resolved at step one, it shall be submitted in writing to the Board of Selectmen within fifteen (15) days of the Chiefs response or the date upon which said response was due, whichever is sooner. The Board of Selectmen, at its discretion, may schedule a meeting to address the grievance. In the event a meeting is held by the Board, it shall issue a response no later than ten (10) days, exclusive of Saturdays, Sundays, and holidays, from the date of the meeting. In the event no meeting is held, the Board shall issue a written response within twenty-one (21) days of its receipt of the grievance.

Step three: if the grievance is not resolved at step 2, the Association may submit a demand for arbitration to the Board within thirty (30) days of receipt of the Board's decision, or the date on which the decision is due, whichever is sooner. Upon receipt of a demand for arbitration, the parties shall first attempt to mutually select an arbitrator. If an arbitrator cannot be mutually agreed upon, the parties shall submit the matter to the State Board of Conciliation and Arbitration for selection in accordance with their procedures. The arbitrator's decision shall be in writing, supported by substantial evidence on the record as a whole, and shall include a full statement of finding and reasons. The decision of the arbitrator shall be final and binding on the parties, provided, however, that the arbitrator shall be without the authority to modify, amend, alter, add or to detract from the terms of agreement. The cost of arbitration shall be borne equally by the parties.

The time limits specified in this procedure may be extended by mutual agreement of the parties in writing. Failure of the Association to move a grievance forward within the specific time limits (or a mutually agreed upon extension thereto) shall be deemed a waiver of the grievance.

ARTICLE XXV

TERMS, AMENDMENTS, AND MODIFICATIONS

- (A) It is understood and agreed by the parties that this agreement is subject to all applicable existing and future state laws or Town by laws.
- (B) Should any article, section, or portion thereof of this agreement be held unlawful by any court, agency, or board of competent jurisdiction, or in conflict with any existing state laws, such decision shall apply only to the specified in the decision. Upon

issuance of such decision, the parties agree to immediately negotiate a substitute for the invalid article, section, or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

- (C) All provisions of the contract shall continue to be in full force and effect from July 1, 2020 to June 30, 2023, except that the contract may be reopened by a majority vote of the Board of Selectmen and a majority vote of the association, solely for the purpose of making technical changes to the language of said contract.
- (D) Either party may recommend any or all parts of this agreement to be reopened for negotiation provided one (1) of the parties advised the other not later than October 1, 2022, by submission and receipt in writing to the other party of such recommendation. The party receiving the request for reopening will then be provided an opportunity to submit its recommendations or proposals prior to the formal negotiations to reopen said contract. Negotiations to reopen said contract shall not begin later than November 1, 2022.
- (E) This agreement shall remain in full force and effect during the period of negotiations until notice of termination of agreement is provided.
- (F) Should neither party to this agreement receive written notice requesting negotiations sixty (60) days prior to the expiration of the contract, the agreement will be considered to have been renegotiated.

ARTICLE XXVI

BALLISTIC EQUIPMENT

The Town of Lakeville shall provide each full time police officer with a suitable ballistic resistant vest. This equipment will be purchased by the Town and replaced by the Town as the equipment expires. The Chief of Police with assistance from the Union President will choose the specifications, make and model of the equipment to be issued.

ARTICLE XXVII

FIREARMS LICENSE

The Town recognizes that each police officer is required to be licensed to carry a large capacity firearm as a condition of employment and as such agrees to pay all fees and expenses required to keep that license current.

ARTICLE XXVIII

COMMITMENT FOR POLICE OFFICERS

- A) 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 City/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 qualifications of persons to perform traffic direction in the City/Town 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 and ranks of officers assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

- B) A road detail will consist of any road opening, road obstruction or any situation that results in the redirecting, detouring, stopping or starting of any traffic. Any situation which jeopardizes the safety of the public will require a detail officer.
- C) At no time will any company work in the Town of Lakeville upon a public way or interfere with the normal flow of traffic to or from that public way without the assistance of a police officer(s). Nor shall any company impede normal lines of sight at intersections, hills or road crossings.
- D) At no time will a civilian be allowed to do the duties of a police officer outlined in this agreement.

ARTICLE XXIX

SPECIALIZATION PAY

All employees covered under this agreement who hold a National and/or State E.M.T. rating shall be compensated \$400.00 as a one (1) time payment per year to be paid the 1st pay period of January upon proof of certification.

ARTICLE XXX

SPECIAL ASSIGNMENTS

- A) In addition to the regular compensation paid to each employee, specialization compensation shall be paid in accordance with the following schedule per week:

<u>Assignment</u>	<u>Amount</u>
Field Training Officer*	One flex day
School Resource Officer	Five (5%) percent

(*only while engaged in that capacity, as determined by the Chief)

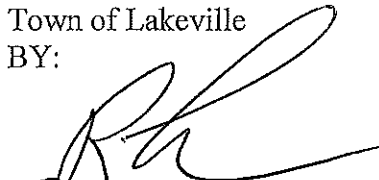
- B) All assignments of personnel to Specialist positions shall be done at the discretion of the Chief of Police. The duration of Specialist assignments shall be at the discretion of the Chief of Police.
- C) Flex days may be used at any time so long as they do not create departmental overtime.

**TOWN OF LAKEVILLE
SIDE LETTER "A"**

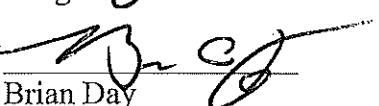
- A) The detail rates set below will be effective July 1, 2020.
- B) The rate set for private details will be fifty-five dollars (\$55.00) per hour. Officers will be paid a minimum of four hours for any detail. If the detail is requested twelve hours (12) or less to the start of the detail the officer(s) assigned to that detail will be compensated with an eight (8) hour minimum. Any officer who works more than four (4) hours, but less than eight (8) will receive eight (8) hours detail pay. Any officer who works more than eight (8) hours will be paid in one (1) hour increments rounded to the nearest hour (i.e. 8:15 AM paid to 9 AM). Any detail officer cancelled within two hours of his/her scheduled start time will be compensated four (4) hours of detail pay.
- C) Any officer who works a "Strike" detail shall be compensated at the rate of 1½ times the current detail rate, with all the applicable minimums outlined in section (B). This shall only apply if outside vendor is responsible for the detail. A strike detail will be any detail which involves a conflict between employee and employer.
- D) When a police officer is required to use a departmental vehicle (cruiser) for a private detail, a 15% service charge will apply and will be paid to the town.
- E) Each Officer working Liquor details will receive an additional \$1.00 per hr.
- F) Each officer who works a detail between the hours of 11:00 PM to 7:00 AM will receive an additional dollar (\$1.00) an hour.
- G) The detail rate for any detail paid by the Freetown-Lakeville Regional School District will be fifty dollars (\$50.00) per hour.

Signed and sealed this 20 day of OCTOBER 2020 at Lakeville, County of Plymouth

Town of Lakeville
BY:

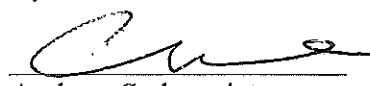

Richard LaCamera


Evagelia Fabian


Brian Day

Lakeville Police Association
BY:


Ryan Maltais


Andrew Sederquist


Valerie Bartholomew