

# *Raynham Patrolmen's Union*

◀◆ July 2020 to June 2021 ◆▶

**COLLECTIVE BARGAINING AGREEMENT**

*Town of Raynham*

# INDEX

Page 04		Collective Bargaining Agreement
Page 05	Article I	Recognition and Bargaining Unit
Page 06	Article II	Management Rights
Page 07	Article III	Wages Effective Dates'
Page 08		Wages 07/01/2020 – 06/30/21
Page 09		Wages
Page 10		Longevity
Page 11		
Page 12	Article IV	Six (6) Day Work Schedule
Page 13		
Page 14	Article V	Career Incentive
Page 15	Article VI	Sick Leave
Page 16		Sick Leave Incentive
Page 17		Sick Leave Buy Back/Bank
Page 18		
Page 19		
Page 20	Article VII	Vacation
Page 21		
Page 22	Article VIII	Holidays
Page 23	Article IX	Specialization
Page 24		FTO Pay/Roll Call Pay
Page 25	Article X	Uniforms
Page 26	Article XI	Shift Differential
Page 27	Article XII	Court Time
Page 28	Article XIII	Seniority
Page 29	Article XIV	Overtime
Page 30	Article XV	Extra Paid Details
Page 31		Town Detail
Page 32		Detail Rates
Page 33	Article XVI	Medical Insurance
Page 34	Article XVII	Existing Leave Policy
Page 35	Article XVIII	Fitness
Page 36	Article XIX	Patrolman as Patrol Supervisor

Page 37	Article XX	Drug/Alcohol Testing
Page 38		Order to Submit/Tests to be Conducted
Page 39		
Page 40		Treatment/Discipline
Page 41		Disposition of Records
Page 42	Article XXI	Compensation Time, Switch/Swap
Page 43	Article XXII	Shift Bidding
Page 44	Article XXIII	Grievance Procedure
Page 45		
Page 46	Article XXIV	Zipper Clause
Page 47	Article XXV	Postings/Promotions
Page 48		
Page 49	Article XXVI	Vehicle Insurance
Page 50	Article XXVII	General
Page 51	Article XXVIII	Agency Fee
Page 52	Article XXIX	Training
Page 53	Article XXX	Injured On Duty Benefits (IOD)
Page 54		IOD Vacation Benefits
Page 55		IOD Sick Leave Benefits
Page 56		
Page 57		
Page 58		
Page 59	Article XXXI	Limited Duty
Page 60	Article XXXII	Maternity/Paternity Leave
Page 61	Article XXXIII	Complaint Process
Page 62	Article XXXIV	Officers Rights in Case of Interrogation
Page 63		
Page 64	Article XXXV	Miscellaneous Provisions
Page 65		
Page 66	Article XXXVI	Military Leave
Page 67	Article XXXVII	Duration
Page 68		Signing

# COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into by and between the Town of Raynham (Town) and the Raynham Patrolmen's Union (Union) for the period July 01, 2020 through June 30, 2021.

# ARTICLE I

## RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Raynham Patrolmen's Union as the exclusive bargaining agent, for purposes of collective bargaining with respect to wages, hours and other conditions of employment in accordance with G.L. Chapter 150E, for the following bargaining unit: All full time uniformed Police Officers to include Patrolmen/Patrolwomen, Detectives, Sergeants, and Lieutenants of the Town of Raynham Police Department, but excluding the Captain, Chief and all other employees of the Department.

Employees shall have and be protected in the exercise of their right, free and without fear of penalty or reprisal, to form, join, or assist the Union; to hold office and participate in the management of the Union; to act in the capacity of a Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid protection; and to refrain from any or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion from any discrimination in regard to tenure, promotion, or other condition of employment.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

It is agreed by the Town and the Union that this Agreement shall not in any way impair or infringe upon the Town or its duly authorized representative's rights to determine and prescribe the methods and means by which the Police Department shall be conducted, except as may be otherwise be specifically provided in this Agreement. The Town reserves those rights of an employer to hire, fire, discipline, suspend or discharge for just cause; and to determine the number of employees and to direct the operation of such employees.

# ARTICLE III

## WAGES

The salary schedule in effect shall reflect the following:

- The differential between each step from Step 1 to 4 shall be 10% to determine each officer's base salary rate and all wage increase formulas will be calculated starting with that figure.
- The differential between each step from Step 4 to 6 shall be 5% to determine each officer's base salary rate and all wage increase formulas will be calculated starting with that figure.
- The step rate increase in wages from Step 5 to Step 6 shall be implemented upon completion of an officer's tenth year of service in the Raynham Police Department.
- All departmental and/or promotional ranks base salary rates will be calculated starting with that Step 6 figure.

☐ **Effective July 01, 2020:** The salary schedule in effect June 30, 2020 shall increase by two percent (2%) and remain in effect until June 30, 2021.

**Salary schedule July 01, 2020 – June 30, 2021**

**PATROL OFFICERS**

<b>STEP</b>	<b>BASE</b>	<b>ASSOCIATES</b>	<b>BACHELORS</b>	<b>MASTERS</b>
<b>1</b>	\$25.21	\$28.99	\$30.25	\$32.77
<b>2</b>	\$27.73	\$31.89	\$33.28	\$36.05
<b>3</b>	\$30.50	\$35.08	\$36.60	\$39.65
<b>4</b>	\$33.55	\$38.58	\$40.26	\$43.62
<b>5</b>	\$35.23	\$40.51	\$42.28	\$45.80
<b>6</b>	\$36.99	\$42.54	\$44.39	\$48.09

**PROMOTIONAL RANK**

**DETECTIVE (10% above Step 6 Patrol Officer)**

<b>BASE</b>	<b>ASSOCIATES</b>	<b>BACHELORS</b>	<b>MASTERS</b>
\$40.69	\$46.79	\$48.83	\$52.90

**SERGEANT (16% above Step 6 Patrol Officer)**

<b>BASE</b>	<b>ASSOCIATES</b>	<b>BACHELORS</b>	<b>MASTERS</b>
\$42.91	\$49.35	\$51.49	\$55.78

**DET. SGT. (10% above Sergeant)**

<b>BASE</b>	<b>ASSOCIATES</b>	<b>BACHELORS</b>	<b>MASTERS</b>
\$47.20	\$54.28	\$56.64	\$61.36

**LIEUTENANT (16% above Sergeant)**

<b>BASE</b>	<b>ASSOCIATES</b>	<b>BACHELORS</b>	<b>MASTERS</b>
\$49.78	\$57.25	\$59.74	\$64.71

**DET. LT. (10% above Lieutenant)**

<b>BASE</b>	<b>ASSOCIATES</b>	<b>BACHELORS</b>	<b>MASTERS</b>
\$54.76	\$62.97	\$65.71	\$71.19



Union\_\_\_\_\_

Town\_\_\_\_\_

The following longevity schedule is re-implemented and the longevity payment will be made in the second pay period of December.

## LONGEVITY

- Upon completion of 5 years of service ----- 1.0% of base pay of officer
- Upon completion of 10 years of service ----- 1.1% of base pay of officer
- Upon completion of 11 years of service ----- 1.2% of base pay of officer
- Upon completion of 12 years of service ----- 1.3% of base pay of officer
- Upon completion of 13 years of service ----- 1.4% of base pay of officer
- Upon completion of 14 years of service ----- 1.5% of base pay of officer
- Upon completion of 15 years of service ----- 1.6% of base pay of officer
- Upon completion of 16 years of service ----- 1.7% of base pay of officer
- Upon completion of 17 years of service ----- 1.8% of base pay of officer
- Upon completion of 18 years of service ----- 1.9% of base pay of officer
- Upon completion of 19 years of service ----- 2.0% of base pay of officer
- Upon completion of 20 years of service ----- 2.1% of base pay of officer
- Upon completion of 21 years of service ----- 2.2% of base pay of officer
- Upon completion of 22 years of service ----- 2.3% of base pay of officer
- Upon completion of 23 years of service ----- 2.4% of base pay of officer
- Upon completion of 24 years of service ----- 2.5% of base pay of officer
- Upon completion of 25 years of service ----- 2.6% of base pay of officer
- Upon completion of 26 years of service ----- 2.7% of base pay of officer
- Upon completion of 27 years of service ----- 2.8% of base pay of officer
- Upon completion of 28 years of service ----- 2.9% of base pay of officer
- Upon completion of 29 years of service ----- 3.0% of base pay of officer
- Upon completion of 30 years of service ----- 3.1% of base pay of officer

The longevity payment will be included as regular compensation, as permitted by law, for the purposes of pension contributions.

Payment will be made to those officers who become eligible during that fiscal year. Removal from the rolls of employment for Town's Police Department shall break consecutive years of service for these purposes. In the event that an officer who receives his/her longevity payment prior to his/her anniversary date and who leaves employment with the Town's Police Department prior to his/her anniversary date shall reimburse the Town the longevity payment made in excess of that owed to the officer.

For those officers appointed prior to July 1, 1996, "service" shall begin in accordance with the existing procedure for determining eligibility for vacation time. For those officers appointed after July 1, 1996, "service" shall begin upon his/her date of appointment as police officer for the Town.

**OVERTIME:** Longevity will not be included in the calculation of the base pay for the purposes of overtime paid pursuant to this Article and also pursuant to Article XIV. Longevity will be included in the calculation of regular compensation for overtime paid pursuant to the Fair Labor Standards Act; that is, for all hours actually worked in excess of 171 hours in a twenty-eight (28) day period.

## **ARTICLE IV**

### **SIX (6) DAY WORK SCHEDULE**

#### **(FOUR (4) DAYS ON TWO (2) DAYS OFF)**

It is agreed that notwithstanding any provisions of the Collective Bargaining Agreement to the contrary the following provisions as to the computation of overtime, the shift hours and weekly hours of work shall be effective with the implementation of the four (4) days on and two (2) days off work schedule.

To the extent that these following provisions are inconsistent with existing provisions of the Collective Bargaining Agreement, these provisions, herein, shall prevail and the contrary provisions of the basic Collective Bargaining Agreement shall become inoperative upon the implementation of the four (4) days on and two (2) days off work schedule:

1. There shall be three (3) shifts of eight (8) hours work;
2. There shall be four (4) weeks of forty (40) hours work and two (2) weeks of thirty-two (32) hours work within each six-week (6) cycle of the four (4) days on and two (2) days off work schedule;
3. That the overtime rate of pay for work performed beyond forty (40) hours in the aforementioned four (4) weeks and thirty-two (32) hours in the aforementioned two (2) weeks of the cycle shall be computed on the basis of forty (40) hours;
4. That the Chief of Police shall have the discretion to waive the four (4) days on and two (2) days off work schedule when an employee is required to attend school;

5. That the Chief of Police continues to reserve the right to establish administratively a four (4) days on and two (2) days off schedule for special assignment personnel;
  
6. That the Chief of Police reserves the right to change administratively the four (4) days on and two (2) days off work schedule during the period of realignment of shifts;
  
7. That the Chief of Police reserves the right to overlap shifts;
  
8. When an officer attends annual in-service training, that officer will be assigned to the 08:00 to 16:00 shift and will be eligible to work any details or overtime on either side of that shift;
  
9. Any officer who calls in sick for his/her scheduled shift will be eligible to work any overtime and/or details twenty-four (24) hours after the start of the shift for which the officer called in sick.

# ARTICLE V

## CAREER INCENTIVE

Career incentive will be paid to all members who are certified according to the following formula; 15% for an Associate's Degree; 20% for a Bachelor's Degree; and 30% for a Master's Degree. Members enrolled in the Bachelor Degree program and having earned (60) sixty credits in that program will be considered having an Associate's Degree.

The Chief of Police shall have the discretion to approve degrees and/or degree granting institutions for the purposes of this Article. The Chief's decision will be final and not grievable nor arbitrable pursuant to Article XXIII Grievance Procedure.

Career Incentive shall be paid weekly and will be included as part of the officer's base pay for pension purposes upon qualifying for career incentive.

The Town will reimburse officers up to \$750.00 towards costs for all employees who enroll in a program, course, or training, including all related materials, approved in advance by the Chief. Reimbursement for the cost of the program, course, or training itself will be made only upon its successful completion by the officer. However; if and when an officer purchases books, reading materials, and related materials needed for enrollment into a program, course, or training, that officer will be required to purchase those items on his/her own before the start of the program, course, or training. That officer will then be required to produce to the Department the financial proof that the officer paid for those books, reading materials, or related materials. Once the financial proof has been provided to the Department's satisfaction, the officer will then be reimbursed in a timely manner. It is agreed that the current language related to payment of courses will continue until the Union and the Town negotiate new language related to the payment of courses.

## ARTICLE VI SICK LEAVE

☐ Sick Leave with pay shall be granted to the members of the bargaining unit covered by this Agreement on the basis of fifteen (15) days per year cumulative to two-hundred fifty-five (255) days. Credit shall be given upon the execution of this Agreement to those employees who have unused Sick Leave, but in no event shall they be entitled to an accumulation greater than two-hundred fifty-five (255) days.

☐ Effective July 1, 2018: Members of the bargaining unit who, as of June 30, 2018, have accumulated more than the 255 maximum number of sick days, will have those days credited in excess of 255 contributed to the Sick Leave Bank and said members will have a "life time membership" in the Sick Leave Bank. In accordance with the terms of existing language, sick days do not accumulate over the stated maximum of 255.

In the case of the death of an officer, the Sick Day Buy Back amount owed to him/her will be paid to his/her surviving spouse or children.

Officers will make every reasonable effort to call in sick with as much advanced notice as possible with a minimum of one (1) hour prior to start of shift.

If the employee is sick for four (4) or more consecutive days, the employee may be required by the Chief to submit a doctor's certificate, at the employee's own expense, stating the nature of the illness and whether or not the employee is able to return to work.

"Family Sick Day" Employees may utilize up to five (5) days of their accumulated sick leave per work year for absences due to an immediate family members' illness. Sick days used for family illness will be counted as sick days for the purposes on the non-use incentive.

## **SICK LEAVE INCENTIVE:**

For zero (0) sick days taken in any fiscal year, a member of the unit will receive four (4) days' pay. For one (1) sick day taken, a member of the unit will receive three (3) days' pay. For two (2) sick days taken, a member will receive two (2) days' pay. For three (3) sick days taken, a member of the unit will receive one (1) days' pay. If there are four (4) or more sick days taken, then there will be no incentive paid. This incentive runs from July through June during each year of the contract and this incentive will be paid during the first pay period following July 01, each year.

Employees covered by this Agreement shall be compensated at the rate of \$25.00 per day for each day of the fifteen (15) sick leave days per year to which said employee is entitled and does not take.

In the event an employee covered by this Agreement has reached the Sick Leave Incentive maximum of unused accumulation of one-hundred eighty (180) days of sick leave in any year of this Agreement, such employee shall be compensated at the rate of \$50.00 per day for each sick leave day not taken, not to exceed fifteen (15) days per year.

The compensation herein provided shall be paid in the first pay period following July 01, each year.

## **SICK LEAVE BUY BACK:**

The sick leave buyback benefit upon retirement will be twenty-five (25%) percent of the unused sick days at his or her daily rate of pay, up to a maximum accumulation of two-hundred fifty-five (255) days of unused sick days.



## **SICK LEAVE BANK:**

### **General Provisions and Requirements for Eligibility**

The Sick Leave Bank will be used only when a bargaining unit member is prevented from working because of sickness or injury of the bargaining unit member and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.

To be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the bargaining unit members since his/her employment or at least twenty (20) percent of the maximum accumulated sick leave available to the bargaining unit member since his/her last prolonged illness.

A doctor's certificate shall be required for benefits under the Sick Leave Bank.

The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days, vacation days and personal days are exhausted. Example: A Patrolman who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days and two (2) vacation days at the beginning of the prolonged illness will be paid using Sick Bank days from the fifteenth (15th) to the thirtieth (30th) sick days.

### **Membership**

A bargaining unit member eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract period must be submitted by December 31 of each year. When making said application to the Bank, a bargaining unit member must contribute one (1) sick day. Members will not be penalized for a donation to the sick leave bank. The donation of one (1) sick day per year will not affect the benefits set forth in the preceding language in this Article.

### **Administration**

The Sick Leave Bank will be administered by a committee of four (4);

Two (2) union representatives  
Police Chief or designee  
Town Administrator or designee

In the event of a tie vote, the tie shall be broken by an individual mutually agreed upon by the parties.

All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirement as specified above. Only those bargaining unit members who each year voluntarily contribute to this Bank shall be eligible for its benefits.

The Committee is limited to granting a maximum of thirty (30) days sick leave at any time. However, a member may request additional time as needed with appropriate medical documentation.

The committee will meet within a reasonable time after the request of a member. The vote of the Sick Leave Bank Committee will be final.

Any member who participates in the sick bank and leaves the employ of the Town before retirement will donate any accumulated sick time to the bank.

### **General Criteria**

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- a. medical evidence of serious illness;
- b. prior utilization of eligible sick leave; and
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

# ARTICLE VII

## VACATIONS

Employees of the Police Department covered by the terms of this Agreement shall be entitled to an annual paid vacation in accordance with the following schedule:

<b>YEARS</b>	<b>BENEFIT</b>
Date of hire	3 vacation days
After 1 year	10 vacation days
After 2 to 3 years	17 vacation days
After 3 to 5 years	20 vacation days
After 5 to 7 years	24 vacation days
After 7 to 10 years	27 vacation days
After 10 years	31 vacation days
After 12 years	32 vacation days
After 15 years	33 vacation days
After 16 years	34 vacation days
After 17 years	35 vacation days
After 18 years	36 vacation days
After 19 years	37 vacation days
After 20 years	38 vacation days

Employees may carry over up to five (5) unused vacation days into the next fiscal year and said days must be used in the next fiscal year; that is, vacation days carried over cannot be accumulated.

Subject to the operating needs of the Police Department as determined by the Chief of Police, vacation shall be granted on a seniority basis in accordance with Article XIV of this Agreement. At the discretion of the Chief, requests for vacation assignments will be made in writing thirty (30) days prior to taking vacation leave.

Regular days off will not be considered vacation days arising during the employee's vacation schedule.

New hires shall be entitled to three (3) vacation days upon immediately being hired until completion of one (1) year of service.

In the event that an officer's use of vacation days from the ending fiscal year will require the Town to incur a cost, those vacation days will be charged to the officer's vacation time for the new fiscal year.

# ARTICLE VIII

## HOLIDAYS

The following dates shall be designated as contractual holidays:

- |                                |                      |
|--------------------------------|----------------------|
| 1. New Year's Day              | 7. Labor Day         |
| 2. Martin Luther King, Jr. Day | 8. Columbus Day      |
| 3. Presidents' Day             | 9. Veterans' Day     |
| 4. Patriots' Day               | 10. Thanksgiving Day |
| 5. Memorial Day                | 11. Christmas Day    |
| 6. Fourth of July              |                      |

Holiday pay shall be the equivalent of an employee's regular daily pay at that employee's so called straight pay.

Employees shall receive holiday pay for each of the designated holidays regardless of whether or not the employee works during such holidays and regardless of whether the employee is on vacation, is injured or on sick leave on the occurrence of the holiday.

Paid holidays, at the option of the employee, shall mean a day's pay or compensatory time off.

Those officers who are scheduled to work a holiday listed in this Article and then actually work the holiday will be paid at the rate of time and one-half (1 ½) for that day.

Members who are scheduled to work and actually work on New Year's Eve, Memorial Day Eve, July 4<sup>th</sup> Eve, Labor Day Eve, Thanksgiving Eve and Christmas Eve shall receive an additional (4) hours pay as holiday pay or (4) additional hours to take off.

# ARTICLE IX

## SPECIALIZATION

The Town will continue to require that all officers covered under this contract will maintain all applicable certifications.

The Town shall provide officers four (4) hours on an overtime basis to maintain certification in accordance with the existing past practice regarding Deadly Force and Firearms Certification:

Members of the Bargaining Unit will be required to maintain certification as a Breathalyzer operator:

Members of the Bargaining Unit will be required to maintain certification as a Radar operator:

Members of the Bargaining Unit will be required to maintain certification as a de-fibrillation operator:

Effective July 1, 2018: Members of the Bargaining Unit will be required to maintain certification in the proper use and deployment of the electronic control device and will receive an annual stipend equal to 1% of the member's base pay.

Effective July 1, 2020 The annual stipend for maintaining certification in the proper use and deployment of the electronic control device shall be increased to 3%.

**☐ Field Training Officer (FTO)**

Whenever an officer, certified by the Department Training Officer and authorized by the Chief of Police, acts in the capacity of a FTO on a given shift, that officer will receive an additional one (1) hour of pay (at straight time) for that shift. This shall not prohibit the Chief from assigning officers for "ride-alongs" as he determines to be necessary.

**☐ Roll Call Pay**

Whenever an officer arrives fifteen (15) minutes prior to the start of his/her scheduled shift, the officer will sign in and that officer will receive roll call pay, provided the officer will read the log; discuss any problems, issues, people or situations from previous shifts that officers should know. During that fifteen (15) minute period, officers will assist with problems that may arise within the Town during that fifteen (15) minute period. Officers who participate in roll call will receive one-quarter (1/4) of an hour straight time pay for their appropriate pay. If an officer is unable to attend roll call, he/she will not receive roll call pay for that day.



# ARTICLE X

## UNIFORMS

- New officers hired into the department shall be given an initial clothing allowance of \$100.00.
  
- All Police Officers covered under this contractual agreement will be expected to come to work in a proper, clean and professional appearance. The standard departmental uniform according to each departmental position is designated under the departmental policies and procedures related to uniforms. It is the officer's responsibility to keep his /her uniform clean and neat and to come to work in a professional manner.
  
- All Officers will appear in court in a proper, clean, and professional appearance.

# ARTICLE XI

## SHIFT DIFFERENTIAL

Shift differential shall be calculated based upon a forty (40) hour work week, regardless of whether the officer is actually scheduled to work forty (40) hours.

A shift differential shall be paid to employees covered by this Agreement according to the following formula:

The shift differential for the 00:00 hrs to 08:00 hrs shift shall be 11%.

The shift differential for the 08:00 hrs to 16:00 hrs shift shall be 4%.

The shift differential for the 16:00 hrs to 00:00 hrs shift shall be 10%.

The shift differential shall be paid to the covered employees during the aforesaid shifts only and shall be included in the computation of vacation, sick leave, holidays, and compensatory days off and shall not be included in the computation of sick leave buyback upon retirement.

When an officer who receives shift differential in accordance with this Article is on injured-on-duty status, he/she will receive the full differential in his or her injured-on-duty pay.

## **ARTICLE XII**

### **COURT TIME**

In the event any member covered by this agreement is required to appear in court, and the scheduled time of that appearance is not during his or her regularly scheduled shift, that member shall be compensated at the rate of time and one-half (1 ½) of their basic hourly rate with a five (5) hour minimum for any appearance in District Court and a five (5) hour minimum for any appearance in Superior Court.

## **ARTICLE XIII**

### **SENIORITY**

Seniority shall commence from the date of appointment in the case of Police Officers, by the Selectmen, under G.L. (Ter. Ed.) C. 31 and shall not be broken by vacation time, sick leave, injury leave, temporary layoff, voluntary leaves of absence or military service.

If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority governed by the terms of the Agreement.

Seniority will govern, subject to the operating needs of the Police Department, as determined by the Chief, in the assignment of vacation and holiday leave.

## ARTICLE XIV OVERTIME

Overtime shall be defined as time worked by all employees covered by the terms of this agreement, in excess of normal shift hours or normal weekly hours scheduled, inclusive of bargaining unit work performed on an employee's regular day off. Bargaining unit work is defined as duties performed on behalf of the Police Department.

All overtime will be compensated on the basis of the Federal Fair Labor Standard Act rates.

Overtime assignments shall be made on the basis of the right of first refusal in accordance with the current rotation system in effect for overtime assignments and shall be used hereafter instead of seniority. It is agreed, however, that in the event there are no volunteers for the overtime assignment, the least senior officer, on a rotating basis, may be required to cover the overtime; that is, this coverage will be rotated through the entire bargaining unit so that each officer covered by the terms of this agreement may be assigned involuntarily or "ordered in" before Special Police Officers are assigned.

If an employee is called back to work after his/her normal work shift has terminated by at least one (1) hour, he/she shall be guaranteed a minimum of four (4) hours pay at that officers overtime rate.

If an officer is called in to work within four (4) hours of the start of his/her scheduled shift, he/she will be paid at their overtime rate only for the hours actually worked.

The minimum hours pay for all Department Meetings shall be two (2) hours pay at the rate of time and one-half (1 ½) of their basic hourly rate.

## ARTICLE XV

### EXTRA PAID DETAILS

Police Officers shall be assigned to work any and all non-municipal details whether requested by any private or governmental body or where required by Town by-law or statute. In addition, the Chief of Police or his/her "designee" shall require that one or more police officers shall be assigned on said details whenever there is work being performed on or near a public street or sidewalk which may obstruct the flow of either vehicle or pedestrian traffic or obstruct the view of either motorists or pedestrians whereas causing a hazard for either a motorist or pedestrian to safely commute through or around said job site.

**Upon ratification of the 2018-2020 Memorandum of Agreement:** The private paid detail rate shall be increased to \$49.00 per hour and the Town Detail rate shall remain in place at \$44.00 per hour.

**Effective July 01, 2019:** The private paid detail rate shall be increased \$1.00 per hour to \$50.00 per hour and the Town Detail rate increased \$1.00 per hour to \$45.00 per hour .

All details, including Town details, must be cancelled at least one (1) hour prior to the scheduled start time of that detail. If the hiring company, or Town, fails to provide one (1) hours' notice, the officer assigned shall receive four (4) hours of detail pay.

Any officer assigned to a detail must provide at least one (1) hours' notice prior to the start of the detail that he or she will be "banging out" of that detail. Any officer who "bangs out" of a detail will automatically go to the bottom of the detail-hiring list.

- The strike detail rate shall be double the existing private detail rate.
  
- At all strike details, a minimum of two (2) officers will be present for each strike detail assignment. If three (3) or more officers are needed for a strike detail assignment, a supervising officer will also be hired to direct said detail. If a supervising officer cannot be hired, one (1) additional patrol officer will be hired. The senior patrol officer of that detail will be considered the supervising officer or officer in charge and he or she will receive one (1) additional hour of compensation for that detail.
  
- All non-municipal details shall be performed first by Raynham Police Officers and then by other police officers and shall be paid at a rate of straight time detail pay. The members of this unit shall receive one and one half (1 1/2) times the extra paid detail rate after they work eight (8) consecutive hours, in non-municipal details.
  
- Town Detail:** Any detail involving a municipal department performing its regular function of said department, which, at the direction of the Chief or the department head, requires the presence of a police officer. This shall include the Bridgewater-Raynham Regional School District in the definition of "municipal entity" and exclude the Raynham Center and North Raynham Water Districts.
  
- Any officer who works a Town Road Detail shall be paid at the assigned hourly detail rate.
  
- All extra paid details will require a four (4) hours minimum pay with at least eight (8) hours' notice of the detail.
  
- There will be an eight (8) hours minimum pay for extra paid details if the contractor fails to provide at least eight (8) hours notice, except in cases of emergency. An emergency shall exist when the circumstances which cause the need for the extra paid detail could not be anticipated and therefore the detail could not be scheduled eight (8) hours in advance.

- Extra paid details hired by the Town and the Water District shall be exempt from the eight (8) hour minimum set forth above.
  
- Officers working extra paid details at which Massachusetts State Police Officers are also working shall receive the State Police detail rate if said rate is higher.
  
- The current rotation system in effect for assignments of details shall be used hereafter.
  
- All officers of the Raynham Police Department may, with prior approval of the Chief of Police, be allowed to work for outside agencies for details.
  
- If a detail goes five (5) minutes into a new hour, the officer will be paid an additional one-half (1/2) hour detail pay. If the detail goes five (5) minutes into the second (2<sup>nd</sup>) half of the hour, the officer will be paid for the full hour at the detail rate.
  
- Any officer working a paid outside detail shall be paid from the hired start time continuously through the job's scheduled end time or the officer is released for the day by the hiring contractor.

## **Yearly Rates:**

- Effective upon ratification of the 2018-2020 MOA:**

Detail hourly rate = \$ 49.00 hour    Detail OT rate = \$ 73.50 hour

Town Detail rate = \$44.00 hour    Town OT rate = \$66.00 hour

- Effective July 01, 2019:**

Detail hourly rate = \$ 50.00 hour    Detail OT rate = \$ 75.00 hour

Town Detail rate = \$ 45.00 hour    Town OT rate = \$ 67.50 hour



## **ARTICLE XVI**

### **MEDICAL INSURANCE**

The Town agrees to maintain at the same level or at a higher level, at its option, all Town vehicles' liability, group accident and group health insurance plans affording coverage to employees covered by the terms of the Agreement in effect on the date of this Agreement.

If a member opts out of the health insurance plan offered by the Town, the member shall annually receive \$3,500.00 in lieu of a family plan, and \$1,750.00 in lieu of an individual plan, amounts to be paid in two (2) equal installments in December and June of the applicable year.

Employees hired on or after July 1, 2014 and who choose any of the HMO's offered by the Town shall contribute twenty percent (20%) towards the premium and the Town shall contribute eighty percent (80%) towards the premium.

**Existing premium contribution rates:**

*(To be inserted upon availability)*

## **ARTICLE XVII**

### **EXISTING LEAVE POLICY**

- The existing departmental policies governing death leave and leaves of absences with and without pay shall be maintained. In addition, an employee covered by this Agreement shall receive four (4) days leave with pay for the death of a member of his/her family (parents, grandparents, brothers, sisters, spouse and children).
  
- For extenuating circumstances, additional bereavement time may be granted at the sole discretion of the Chief.
  
- The Chief of Police or his/her designee may allow two (2) bereavement days off to attend the wake and funeral for an officer's brother-in-law, sister-in-law, father-in-law, mother-in-law, uncles, aunts, or cousins.

## ARTICLE XVIII

### FITNESS

Each officer will receive up to \$400.00 per year towards a health club membership with a designated health club. Officers must use the health club facilities on a regular basis in order to receive the \$400.00 towards the officer's membership. The officers must attend at least twice a week, on average, in order to qualify for payment towards his or her membership, excluding vacations.

Any officer who wishes to join a health club will be required to write a letter annually to receive his or her membership costs.

In the event that an officer is unable to attend the health club two (2) days a week or on an average of eight (8) days per month (excluding vacations), the officer will reimburse the Town for the cost of the health club membership.

# ARTICLE XIX

## PATROLMAN AS PATROL SUPERVISOR

In the event that a patrolman is required to work a shift or half shift as a Patrol Supervisor when a ranking officer is not on the shift, said patrolman shall be compensated at Sergeant's pay for that shift or half shift.

The Chief shall have the discretion to hire "supervisory" overtime (defined as a patrolman at Step 5 or greater, a Sergeant or Lieutenant), with the overtime opportunity to be offered to the first eligible "supervisory" patrolman/sergeant/lieutenant (and thereafter in descending order) on the existing overtime list.

# ARTICLE XX

## DRUG / ALCOHOL TESTING

- Any employee who tests positive for alcohol (concentration of .08) or for any illegal drug will be subject to disciplinary action.

### Policy Statement:

- It is the policy of the Town that the public has the absolute right to expect that persons employed by the Town will be free from the effects of drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of an employee of the Town.

### Prohibitions:

- Employees shall be prohibited from:
- Consuming alcohol at any time during or just prior to the beginning of their work shift, or within any Town buildings, or on any Town properties and/or Town vehicles while engaging in Town business.
- Possessing, using, selling, purchasing or delivering any illegal drugs at any time and at any place outside of the line of duty.

### Drug and Alcohol Testing:

- Where the Town has probable cause to believe that (A) an employee is being affected by the use of alcohol; or (B) has abused prescribed drugs; or (C) has used illegal drugs, the Town shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement. The foregoing shall not limit the right of the Town to conduct any testing it may deem appropriate for persons seeking employment as officers prior to their date of hire.

### Order to Submit to Testing:

- Within forty-eight (48) hours of the time the employee is ordered to testing as authorized by this Agreement, the Town shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

### Tests to be conducted:

- In conducting the testing authorized by this agreement, the Town shall:
- Use only a clinical laboratory, which is certified by the Commonwealth of Massachusetts to perform drug and/or alcohol testing.
- Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test results. No part of the collection and testing procedure shall be performed by a Town employee.

- Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount set aside and reserved for laser testing if requested by the employee.
- Collect samples in such a manner as to preserve the individual employee's rights to privacy while insuring a high degree of security for the sample and its freedom from adulteration.
- Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory of the employee's choosing at the Town's own expense; provided the employee notifies the Town within seventy-two (72) hours of receiving the results of the test.
- Require that the laboratory report to the Town that blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Town inconsistent with understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Town will not use such information in any manner or form adverse to the employee's interests.

- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing alcohol concentration of .08 or more based upon the grams of alcohol per 100 millimeters of blood shall be considered positive.
- Provide each employee tested with a copy of all information and reports received by the Town, upon receipt by the Town, in connection with the testing and the results.

Treatment / Discipline:

- If an employee tests positive for alcohol as defined above, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee shall not be disciplined for the first positive test for alcohol; however, the positive test shall be noted in his/her personnel file.
- If an employee tests positive for drugs, the employee shall receive treatment from a treatment facility chosen and paid for by the Town. The employee will be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twenty-four (24) months.
- A second positive test for either alcohol or drugs will result in discipline up to and including dismissal.



Disposition of Records:

- If a grievance or other appeal results in a determination that the Town did not have probable cause for the order to submit to drug and / or alcohol testing, the employee's records and files shall be purged of all records of the order for testing, the test(s), and the test results and the Town shall turn over to the employee all such records in its possession. This requirement shall not be construed to limit the right of an employee to seek any other relevant remedy in a grievance or Civil Service appeal.

Disciplinary Actions:

- Any disciplinary action against an employee for violations of this Agreement shall only be just cause as defined in the Agreement and Massachusetts General Laws Chapter 31.

# ARTICLE XXI

## COMPENSATION TIME, SWITCHES AND SWAPS

### Compensation Time:

- All compensation time will be at time and one half. Officers who wish to accumulate compensation time must request from the Chief or his/her "Designee" in writing the number of the accumulated hours that an officer is requesting for compensation time. The officer will then alert the assigning officer of his request to bank compensation hours. Officers will alert the assigning officer when they wish to use compensation time. Compensation hours cannot exceed forty-eight (48) hours banked at any given time. Compensation time cannot result in an overtime opportunity for another officer.

### Switches:

#### ***Defined as a switched shift an officer makes with themselves***

- Officers must notify the assigning officer of all pending switches. Switches can be made on the weekend if approved by the Chief or his/her "designee". All switches must be used and paid back within a calendar week. Switches from one shift to another may be made if approved by the Chief or his/her "Designee". Switches cannot result in causing overtime.
- Weekend hours: Friday 16:00 hrs. through Monday 08:00 hrs.

### Swaps:

#### ***Defined as a shift an officer swaps with another officer***

- Swaps can be utilized on any day of the week. Officers must notify the assigning officer of the swap. All swaps have to be completed within a twenty-eight (28) day period. Swaps cannot result in overtime being caused.

## **ARTICLE XXII**

### **SHIFT BIDDING**

Shift bidding will be done bi-annually. Shift bidding for patrol supervisory positions will be based on date of rank. Shift bidding for patrol positions will be based on date of appointment:

In the first week of May each year, before the start of the next fiscal year, and in the first week of November each year, before January 1<sup>st</sup> of the next calendar year, the Assignment Officer will post the open positions of each shift. The patrol supervisory officer will first pick a supervisory shift based on the stated seniority, and the patrol officer will then pick a patrol officer's shift based on the stated seniority; and

The Chief of Police will have the sole discretion to assess the final shift bidding process in order to protect the best interests of the Police Department and the Town.

Any officer who is not granted the shift for which he/she bid (other than because of seniority) shall receive the reasons for the denial of the shift bid in writing from the Chief..

## ARTICLE XXIII

### GREIVANCE PROCEDURE

For the purpose of this Agreement, a grievance shall be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Union and the Town over the interpretation or application of the provisions of this Agreement.

**1. LEVEL ONE:** A grievant shall submit said grievance in writing to the Chief of the Police Department within ten (10) days after the incident giving rise to the grievance has occurred. Saturdays, Sundays, Holidays (as defined in the Collective Bargaining Agreement), and when the Chief of Police is on vacation shall not be counted as "days" for the purpose of filing and answering grievances at the first step of the grievance procedure. The Chief shall render his decision within ten (10) days after receipt of the grievance.

**2. LEVEL TWO:** If the grievant is not satisfied with the disposition of said grievance at Level One, he or she may submit said grievance in writing to the Board of Selectmen within ten (10) days of receipt of the Chief's disposition. The Board shall render its decision within fifteen (15) days after the Board meeting at which the grievance was submitted.

**3. LEVEL THREE:** If the grievant is not satisfied with the decision of the Board of Selectmen, the Union may, within fifteen (15) days after said decision, submit the grievance to arbitration to the State Board of Conciliation and Arbitration in accordance with said Board's applicable rules.

A grievance submitted in accordance with this procedure shall be in writing, setting forth in detail the nature of the grievance and the remedy requested.

Any time limit specified herein may be extended by agreement of the parties in writing.

Anytime an officer prevails in a grievance with a financial remedy, the Board of Selectmen will place on the warrant, and recommend at the next scheduled Town Meeting an appropriation to cover such financial remedy.

## **ARTICLE XXIV ZIPPER CLAUSE**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

# ARTICLE XXV

## PPROMOTIONAL RANK/DEPT POSITION SPECIALTY ASSIGNMENTS

**A) Promotional Rank:** The parties agree that the Chief shall utilize an assessment center in accordance with civil service guidelines to establish future promotional lists. The Chief of Police or his/her designee shall provide at least ninety (90) days' notice that an assessment will be conducted and shall further provide as much notice as is practicable of any particularized subject matter that will be incorporated into the assessment procedure. No officer shall be eligible for promotion or a promotional assessment unless such officer, at the time of the assessment, has completed at least three (3) years of full-time service as a police officer in the Town of Raynham.

**B) Openings** for any position outside of promotional rank per civil service guidelines, such as full or part-time Detective, Department Instructor, any and all "specialty" assignments or "specialty" assistant etc. pursuant to this Article shall contain the description of the position, required duties and responsibilities, shifts and compensation.

**C) Notice of vacancies or the creation of new openings** to be made available for any such position or specialty assignment shall be posted in a common area(s) within the Police Department and on the Union posting board for at least fifteen (15) days prior to being removed and all officers notified of the vacancy or opening via department email by the Chief of Police or his/her designee. The Chief of Police also shall have the discretion to fill a vacant position with a temporary appointment for not more than thirty (30) days if it is determined that a delayed permanent replacement would be a detriment to the best interests of the police department and to the Town of Raynham.

**Common areas to include but not limited to:**

- Union Bulletin Board(s)
- Training Bulletin Board(s)
- Time Card computer stations

Each Officer shall have the opportunity to sign up and be considered to fill a vacancy for any department position (outside of promotional rank) or specialty assignment.

Officers interested in the posted vacancy must sign the posting prior to its removal and make written notification to the Chief of Police or his/her designee via department email of their interest in the position available. The Chief of Police and/or their designee will interview those officers who sign the posting.

**Qualifications to be considered:**

- Departmental Seniority
- Training and Experience
- Knowledge of the Position or Assignment

The Chief of Police shall have the final decision-making authority when filling a vacancy for a department position or specialty assignment. The Chief of Police specifically reserves the right to reassign an officer from a department position or specialty assignment at any time and for any reason.



## **ARTICLE XXVI**

### **VEHICLE INSURANCE**

The Town shall increase its auto insurance coverage for Uninsured or under insured vehicles to a minimum coverage of \$100,000.00 / \$300,000.00 per accident, and maintain this level or at a higher level, at its option, on all vehicles used by Police Officers effective on the date of this Agreement.

# ARTICLE XXVII

## GENERAL

The Town agrees to pay the cost of any pistol permit renewal fees. The Town shall issue newly appointed full time officers with a "duty weapon" to be in compliance with Department issue and said weapon shall be in proper working order.

The Department will issue \$150.00 worth of ammunition yearly for firearms qualification and training.

# **ARTICLE XXVIII**

## **AGENCY FEE**

As a condition of employment, each member of the bargaining unit who is not a member of the Union shall be required to pay a monthly agency service fee to support the core bargaining obligations of the Union in an amount no greater than the current dues for a Union member as set in compliance with M.G.L. Chapter 150E, Section 12.

# ARTICLE XXIX

## TRAINING

When finances permit, the Department will hold up to two (2) departmental meetings per year to update review and discuss policies, general orders and practices.

# ARTICLE XXX

## INJURED ON DUTY LEAVE BENEFITS (IOD)

The pay for an employee covered by this agreement who draws pay pursuant to Chapter 41, Section 111F, of the General Laws shall include the following:

- Shift Differential (if applicable)
- Education Incentive (If applicable)
- Specialization <sup>1</sup>
- Holiday Pay

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<sup>1</sup> Any employee covered by this agreement while on injured-on-duty status for each fiscal year, must maintain the certification required for specialization outlined in Article X. At the request of the injured officer, and with the prior approval of the Chief or his/her designee, will work with outside agencies or training officers within the Department to ensure that the injured officer maintains his/her needed specialization certification.

## **Vacation:**

An employee covered by this Agreement who draws pay pursuant to Chapter 41, Section 111F, of the General Laws during a fiscal year will not lose earned vacation leave for said calendar year and will be paid for the unused vacation time.

An employee covered by this Agreement who draws pay pursuant to Chapter 41, Section 111F, of the General Laws during any additional fiscal year will receive full vacation to be paid or used (if the officer returns to duty during that vacation year) if the officer has worked any part of the fiscal year. "Work" for these purposes will be defined as: with prior written notification of the subpoena presented to the Chief or his/her designee, Court Time; only with the prior written approval of the Chief or his/her designee, continued correspondence related to the officer's ongoing investigations, actual assistance in on-going investigations, mandatory meetings or Departmental training as required. If an officer is on IOD status for a full fiscal year and does not work under the "work" definition above, the officer will not be eligible for vacation time or vacation pay.

If an officer on IOD status returns to work during a fiscal year, that officer will receive his/her full vacation leave.

## **Sick Leave:**

An employee covered by the Agreement who draws pay pursuant to Chapter 41, Section 111F, of the General Laws during a fiscal year will not lose earned sick leave: however, he/she shall not earn sick leave or accumulate sick leave days.

The injured officer will be eligible only for the annual sick leave incentive for the sick leave days the officer accumulated before his/her injury and after returning from IOD status during the fiscal year. In the event that the officer returns from IOD status during a fiscal year, he/she will be eligible for the annual sick leave incentive if the officer is on IOD status for six (6) months or less.

### **The following procedures will apply to all Requests, Granting, Administration and Termination of Injury on Duty (IOD) Status:**

All requests for IOD will be in writing to the Chief of Police and filed as soon as practical after the event leading to the request. Consideration will be given to the officer's ability due to injury to make the request.

The Chief of Police will make any decision as to when an officer is granted IOD. Until that decision is made the officer will be charged sick time. When the decision is made to grant IOD status any sick time used will be credited back to the officer.

In case of injuries in which it is obvious that the individual is incapacitated for duty because of an injury sustained in the performance of his or her duty without fault of his or her own, the Chief or designee shall place the individual on IOD status as soon as practical. If it is not obvious, the Chief or designee will call to make an appointment with a medical doctor, at the Town's expense, within twenty-four (24) business hours of receipt of the medical report from the individual's attending physician, for an examination prior to placing the individual

on IOD status. The Chief or designee will use his or her best effort to schedule the appointment with the medical doctor within the next seven (7) business days. The purpose of the Town's examination will be to determine if the individual is incapacitated from duty and, where possible, if the injury was work related. The Chief's decision to place or not place the individual on IOD status will be made within seventy-two (72) hours of receipt of the medical report from the Town's physician. The Chief's decision will be in writing and a copy will be provided to the Union president. Failure to meet any of the timeframes set forth above shall not be the sole reason for placing an officer on IOD status; rather, the merits of the request will be dispositive.

In the event that the Town's medical doctor determines that the officer is not eligible for IOD status, the officer will have the right to be examined by a medical doctor of his or her choice and must submit the report of that medical doctor as soon as possible. If the doctors disagree, the officer may utilize the grievance procedure in the Collective Bargaining Agreement beginning the process at the Board of Selectmen. If the Board of Selectmen denies the grievance, the Union and the Town shall agree to expedite arbitration before the Board of Conciliation and Arbitration.

Incident reports will be submitted by the injured officer at the time of injury or as soon as practical thereafter and the incident report shall identify all known witnesses. The Patrol Supervisor will also submit an incident report on any officer injured during his or her shift. He or she will also get written statements from any and all witnesses. These reports will be submitted by the end of the shift or as soon as possible. A preliminary report, at least, will be submitted prior to the end of the shift.

Injured officers shall report to the police station the next business day, if the officer's physically able to do so, to complete the necessary reports and insurance paperwork so that the insurance will cover the costs of the medical bills.



An officer will make his or her best effort to include any and all injury complaints in the written incident report even if a possible injury does not require medical attention at the time of the incident but may require a need for medical attention in the future. Then the injury complaint is on record as related to that specific injury. This will eliminate problems in the future if medical attention is required.

Officers must submit copies of their written requests for medical reports from their attending physician to the Chief of Police.

Medical Information Release Forms will be signed for each specific injury that IOD is granted, so that the insurance company will not delay payment of medical bills. This also applies to an injury that exceeds the limits of the insurance company's coverage requiring the Town to pay any additional medical bills.

Injured officers will be available for contact, consultation, appointments and other responsibilities as required for the medical treatment, therapy, etc. as required by the physician. Injured officers may also be required to report to the police station at reasonable times to complete administrative tasks required for rehabilitation. Injured officers will be required to respond to any means of communication within a reasonable amount of time. The officer's return response will be based upon his or her physical ability to respond. Periods of more than twenty-four (24) hours without a return response, is not acceptable without a valid explanation.

An injured officer leaving the New England region for longer than seventy-two (72) hours will be required to notify the Chief or designee of their intention. That officer still will be required to return any department response within the aforementioned reasonable amount of time.

All officers on IOD will notify the Department if they are required to reside some place other than their residence for medical or therapeutic reasons and provide the address, telephone number, and duration of the stay at that location.

All officers on IOD shall be required to submit a detailed report from their treating physician prior to returning to full duty. This report will state that the officer has been treated for the injury for which he or she had been placed on IOD status and that the officer is capable of performing all of the duties of a Police Officer without limitation. When the acceptable report is received by the Chief or designee, the officer will be allowed to return to full duty and terminate their IOD status.

In the event that an officer is on IOD status for longer than twelve (12) consecutive months, the Town shall have the option to request an involuntary disability retirement hearing with the Bristol County Retirement Board or begin the procedure to place the officer on limited duty in accordance with the Limited Duty Article of this Agreement. If the application is rejected because the medical panel determines that the officer is able to return to work, the officer shall immediately return to work.

# ARTICLE XXXI

## LIMITED DUTY

An officer who has been absent from duty on IOD or sick leave for an extended period of time shall have the option at his or her request, and at the discretion of the Chief of Police, to perform limited duty as long as the officer's treating physician has authorized the officer to perform limited duty and those duties to be performed. Limited duty shall consist of tasks assigned by the Chief or designee including, but not limited to; inspections, education, training, and/or administrative clerical tasks, and shall be within the physical capabilities of the officer giving due consideration to his or her state of recovery. Limited duty shall be performed during an officer's regularly scheduled shift. An officer on limited duty will not be allowed to perform any patrol duties or extra paid details but will be eligible to earn overtime for any court appearances, training, department meetings, or follow up investigations, etc. Once an officer's doctor has declared him or her eligible to return to full duty, Limited duty status shall be terminated forthwith.

## **ARTICLE XXXII**

### **MATERNITY/PATERNITY LEAVE**

- A.** Unpaid maternity leave shall be granted in accordance with the provisions of M.G.L. Ch. 149, 105D, and the Family Medical Leave Act. It is understood that such unpaid maternity leave shall not exceed twelve (12) weeks.
- B.** If an employee is on approved maternity leave for the birth of a baby and has earned/accrued leave, earned/accrued holiday time, and earned/accrued vacation time at the commencement of such leave, they shall be used as pursuant to Articles VII, VIII, and IX of this agreement.
- The parties agree to meet and review this Article to provide for reassignment of duties and/or a leave of absence to accommodate health concerns of bargaining unit members and that once agreed upon, that language be inserted forthwith.

## ARTICLE XXXIII

### COMPLAINT PROCESS

It is agreed that no disciplinary action shall be taken on a complaint against any officer unless the complaint is submitted in writing, signed by the complainant and sets forth the place, date, time, and full circumstances of the matter complained of. When a written complaint is submitted against an officer, copies of that complaint will be given to the officer involved, and that officer may share the complaint with whomever he or she chooses.

If he determines that it is necessary, the Chief of Police may conduct an investigation, and whenever the officer is questioned regarding the complaint he or she may have his or her Union representative, and the Union attorney present (that is, he or she shall be afforded his or her *Weingarten* rights when the interrogation could reasonably lead to disciplinary action being taken).

After the investigatory meeting is conducted, if the Chief feels that a departmental rule has been broken, the officer will be notified of any discipline prior to it being placed into his or her personnel file.

The officer will enjoy all the benefits allowed through the grievance and punishment procedure with the Board of Selectmen, and Civil Service as it related to disciplinary action, suspension, or dismissal from their position.

## ARTICLE XXXIV

### OFFICERS RIGHTS IN CASE OF AN INTERROGATION

Any officer covered by this Agreement who is to be interviewed or interrogated by Internal Affairs regarding a non-criminal matter and it is reasonable to expect that the results of the interview/interrogation could result in disciplinary action ("disciplinary action" shall include dismissal, demotion, suspension, or written reprimand) will be afforded the following protections once the Chief determines its an internal affairs investigation:

- The officer will be informed of the nature of the investigation, the allegations made and will be provided with any written complaints in the possession of the interviewer prior to the meeting;
- The officer will have the right to have a union representative or attorney of his/her choice present during all interviews/interrogations;
- If during the interview/interrogation it is determined by the interviewer that criminal charges may be brought against the officer, the officer will receive his/her *Miranda* rights before continuing with the interview/interrogation;  
and
- In the event that it is determined that disciplinary action will be taken against the officer, the Town shall comply with the provisions of Chapter 31 of the Massachusetts General Laws.

- If an officer is ordered to write a report or submit a written statement as part of an Internal Affairs investigation, he/she will be allowed to consult with an attorney or Union representative and will have twenty-four (24) hours to submit said report or statement. It is understood and agreed that the preceding shall not interfere with a request for a general report, incident report or a report which is necessary to protect the public safety because it is relevant to an ongoing investigation.

# ARTICLE XXXV

## MISCELLANEOUS PROVISIONS

### MOTIONS TO BE ACTED UPON BY THE TOWN OF RAYNHAM BOARD OF SELECTMEN

➤ Police Safety / Equipment Committee:

It is hereby moved that the Board of Selectmen establish a Police Safety / Equipment Committee comprised of one (1) Selectman who will meet with one (1) Patrolman, one (1) Supervisor, and one (1) Detective of the Police Department each January. The purpose of this meeting will be to discuss issues of safety within the Police Department. This committee will also discuss equipment acquisition related to the Patrol and Detective functions within the Police Department. The meetings will not be binding; however, the intent is to address concerns and provide long range planning.

➤ Hepatitis B:

All officers will be offered Hepatitis B and any other disease related prevention treatment as determined by the Town Board of Health upon appointment by the Board of Selectmen.

➤ Retirees as Special Police Officers:

Full-time Raynham Police Officers who have retired in "good standing," and have not yet reached the age of 65, and who have met all other requirements established by the Town to serve as a Special Police Officer, will be considered first for annual appointment by the Board of Selectmen as a Special Police Officer. The Board of Selectmen following the officer's effective date of retirement will make this consideration at the next annual appointment of special police officers. Police officers who



have retired from the Raynham Police Department may be included in the list of eligible individuals to be contacted for work on extra paid details. However, full-time, permanent officers will be contacted first, followed by the other forty-hour (40) employees of the Police Department currently eligible for detail assignments, then the retirees.

➤ Flu Shots:

The Town will, provided they are available, offer to all officers an annual flu shot paid for by the Town. The town will put up an annual sign-up sheet in the early Fall for officers who want the flu shot.

➤ Privacy Policy of Officers:

It is agreed that the rights of individual officers will be protected and treated with respect and integrity at all times. Management and the Union will work hard to protect the privacy surrounding any officer when issues arise.

## **ARTICLE XXXVI**

### **MILITARY LEAVE**

An employee of the Commonwealth in the service of the armed forces or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during service in the uniformed services; annual training under Ch. 33, Sc. 60 and/or drills and parades as noted in Ch. 33, Sc. 61 not to exceed 34 days in any state fiscal year and not exceeding 17 days in any federal fiscal year. Nor should said employee lose any seniority, accrued vacation leave, sick leave, personal leave, compensation time and/or earned overtime during such service time.

An employee of the Commonwealth in the armed forces performing duties under Title 10 or Title 32 of the United States Code shall be compensated their regular salary as a public employee for such period of military leave or deployment, less any amount of compensation received from the government as base pay for military service during deployment within the same period. Nor should said employee lose any seniority, accrued vacation leave, sick leave, personal leave, compensation time and/or earned overtime during such service time.

# ARTICLE XXXVII

## DURATION

This Agreement shall be in effect for the period beginning **July 01, 2020** and terminate **June 30, 2021**.

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State Laws or By Laws of the Town, unless exempted by the provisions of G.L. (Ter. Ed.) Chapter 150E.

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any Court, agency or board of competent jurisdiction, or in conflict with existing State laws, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

Either party may recommend any or all parts of the Agreement to be reopened for negotiations provided one of the parties advises the other not later than one hundred twenty (120) days prior to the termination date of this Agreement, by submission and receipt in writing to the other party of such recommendation.

Notwithstanding the foregoing, upon expiration of this Agreement as described above, all terms and conditions of employment contained herein shall remain in full force and effect until a successor agreement is reached.

# SIGNING

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Approved as to form TOWN COUNSEL \_\_\_\_\_

**RAYNHAM PATROLMEN'S UNION**

**TOWN of RAYNHAM**

  
\_\_\_\_\_

Joshua M. O'Brien  
*President*

\_\_\_\_\_

*Chair, Board of Selectmen*