

AGREEMENT

BY AND BETWEEN

**TOWN OF ROCKLAND, MA**

AND

**THE**

**NEW ENGLAND POLICE**

**BENEVOLENT ASSOCIATION**

**POLICE SUPERIORS LOCAL 175**

*JULY 1, 2015 THROUGH JUNE 30, 2018*

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## PREAMBLE

The Town of Rockland, hereinafter referred to as the "Town" and the New England Police Benevolent Association Police Superiors, Local 175, hereinafter referred to as the "Union", in order to increase the general efficiency in the Police Department and its employees and to promote the morale, rights, well-being, and sincerity of the Police Department, the Town and Union agree as follows:

### Article I. STABILITY OF AGREEMENT

- 1.0 If any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this agreement shall remain in full force and effect.
- 1.1 Either party may, at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to the Agreement shall be evidenced by written amendments, which shall be signed by representatives of the parties duly authorized by the Town and the Union.
- 1.2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such performance shall continue in full force and effect.

## Article II. RECOGNITION

- 2.0 The Town recognizes the New England Police Benevolent Association, AFL-CIO Local 175, as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment for all full-time sergeants and lieutenants of the Rockland Police Department; excluding, the Chief of the Department, the Deputy Chief and all other employees of the Department and the Town. For the purpose of this Agreement, full-time officers are those officers who have worked an average of 37 ½ hours per week for at least three (3) consecutive months. All other officers shall be non full-time officers.
- 2.1 For the purpose of this Agreement, probationary employees are those employees who have not completed one year of service with the Department from their date of appointment and have not yet successfully completed the Massachusetts Police Training Council Academy.

## Article III. MANAGEMENT RIGHTS

- 3.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Police Department and the direction of the work force in accordance with its judgment. All inherent management functions are prerogative, which the Town has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Town. With limiting the generalities of the foregoing, the Town shall have the right to add or curtail the number of police personnel, the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause, maintaining discipline, and the right to make and enforce reasonable rules for the safe, efficient, and orderly operation of the Police Department. The Town and the Union agree that the positions of sergeants and lieutenants are supervisory in nature, and that as such, members of this union are required to exercise judgment appropriate for their rank. Members of this union may also be required to participate in disciplinary actions involving patrol officers and members of this Union.

Article IV. UNION AND EMPLOYMENT SECURITY

- 4.0 The Town agrees to recognize the officers and stewards of the New England Police Benevolent Association, AFL-CIO Local 175, Rockland Police Department, as the representatives of the bargaining unit, and reasonable time will be allowed to process complaints and/or grievances during duty hours.
- 4.1 During the term of this Agreement the Town agrees to deduct from the payroll each month Union Membership dues levied by the Union in accordance with the provisions of Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts. The Town will remit the aggregate amount to Treasurer, 227 Chelmsford Street, Chelmsford, MA 01850 along with a list of employees who have authorized said dues to be deducted.
- 4.2 Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union. This section shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which requires, in part, that the Agency Service Fee be instituted only on a vote of a majority of all employees in the bargaining unit present voting.
- The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying an Agency Fee. The Union will intervene in and defend any administration or court litigation concerning the propriety of such termination for failure to pay the Agency Fee. In such litigation the Town shall have no obligation to defend the termination.
- Disputes between parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Section the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.
- 4.3 Seniority with the Rockland Police Department shall commence from the date of appointment as a regular, full-time member; to be further determined by the marks achieved by the officers entering on that date as provided by Civil Service.

- 4.4 Seniority shall not be broken by vacation time, sick leave, injury time, temporary lay-off, suspension or any leave of absence, or call to military service for the duration of said call.
- 4.5 In the event of a reduction of the work force, lay-off shall be in reverse order of hiring, and recall to work shall be by seniority.
- 4.6 A seniority list of rank, in addition to that set by Civil Service, shall be established by agreement of the parties hereto for the purpose of administering this Agreement. The seniority list as established shall govern in all matters under this Agreement except where adherence to the Civil Service Seniority List is required by law. This list shall be brought up to date January 1 of each year and immediately posted on the bulletin board at the Police Station.
- 4.7 All employees covered under this Agreement who are officers of the collective bargaining committee, not to exceed three (3), shall be allowed reasonable time off for local business negotiations or conference with Town Administration and/or the Chief of the Department, without loss of pay or benefits, or without the requirement to make up lost time. The Town of Rockland agrees not to discharge or discriminate in any way against employees on the bargaining committee or for legal Union activities, except for just cause.
- 4.8 The members of the Union Grievance Committee, not to exceed three (3) members, shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union. One man shall be granted time for grievance discussions with the Chief of the Department and three (3) members if it goes to the Selectmen.
- 4.9 No permanent employee shall be removed, dismissed, discharged, suspended or charged in any other manner by any means other than Chapter 31, Section 43 of the Massachusetts General Laws.

Article V. HOURS OF WORK AND WORK WEEK

- 5.0 Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Sergeants shall normally be scheduled four (4) days on and two (2) days off. Work shifts for sergeants shall be as follows:

12:00 Midnight – 8:00 A.M.  
8:00 A.M. - 4:00 P.M.  
4:00 P.M. - 12:00 Midnight

The Police Chief shall establish a standard schedule for employees. Due to the unique nature of this police supervisory function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time

beyond the standard schedule established by the Police Chief, and the Employee agrees to same as required. Employees shall notify the Police Chief or his designee if he will not be present during his normally scheduled work hours. During the term of this contract, the present scheduling of five (5) work shifts of active duty followed by two (2) work shifts of inactive duty shall apply to those employees not assigned to the four (4) days on and two (2) days off schedule.

The Chief of Police may change Officers days off during In – Service training week only, after a good faith effort has been made to accommodate those employees assigned to a 4-2 schedule.

The Chief of Police may, apart from the above, establish from time to time, different work shifts for the Lieutenant. The Chief of Police shall give the Lieutenant written notice of a change in his scheduled work shift at least thirty (30) days in advance, except in the case of an emergency.

- 5.1 The Chief of the department may, apart from the above, establish from time to time different work shifts (tours of duty) for individual employees after having given due consideration to the convenience of the employees involved and to the extent circumstances permit, having made an effort to distribute hours of work so as not to result in unreasonable long or irregular hours or dates of work. Under normal circumstances the Chief will post notice of the change in work shifts at least one month in advance of such change.
- 5.2 Except in an emergency, an employee shall not work more than sixteen (16) hours out of twenty four (24), measured from the normal starting time of an employee's regular tour of duty, except as directed by and at the discretion of the Chief of Police.
- 5.4 Any and all cancellations, by the employee of department work and/or details, a one (1) hour notice shall be given by the employee to the desk officer.

#### Article VI. OVERTIME

- 6.0 There will be a Superior Officer in charge of each shift, 8-4, 4-midnight, midnight to 8. In the event the Superior Officer takes his scheduled shift off, it will be filled for overtime by a member of the Superior Officer bargaining unit if a member of the unit is available, and if it is determined by the Police Chief that the shift will be filled. The method used will be a rotating list of Superior Officers, with the accepting officer going to the bottom of the list. The Police Chief shall retain sole discretion to determine which shifts shall be filled, consistent with his authority pursuant to G.L. c. 41, sec. 97A, the Rockland Town Charter, and Article III of this Agreement
- 6.1 If it is decided by the Chief to fill any overtime and no full-time officer can be obtained to work the overtime, the overtime may be offered to non full-time officers at his/her discretion.

- 6.2 Employees required to return to duty to perform duties on a regular working day shall be paid for not less than four (4) hours at a rate of time and one-half. For the purpose of this provision, a regular working day shall be a twenty-four (24) hour period.
- 6.3 In those instances where an officer's work assignment is for another Town Department, or contractor, he will be paid in accordance with the rate as set forth in **ARTICLE IX EXTRA PAID DETAILS**.
- 6.4 Except as may be limited by the provisions of this Agreement, the Town shall have the right to determine the content or extent of the work force, the assignment of the work tasks, or to add or curtail the number of police personnel.
- 6.5 Employees shall not be allowed to work overtime or details for twenty four (24) hours after the end of a shift on which the employee was on sick leave.
- 6.6 Any employee who exceeds five (5) days of sick leave in any calendar year shall not be allowed to work overtime, or details for forty-seven (47) hours after the end of a shift on which the employee was on sick leave, commencing with the sixth (6th) day of sick leave in that year, for the remainder of that year. It shall be the responsibility of the employees to keep accurate records of their sick leave use for the purposes of this Section, and any employee who works overtime in violation of this Section, without being ordered to work, shall not be paid for such overtime work.
- 6.7 Compensatory Time:
- (A) Employees may, but shall not be required, to receive compensatory time off equal to time and one-half (1 ½) the number of hours worked, in lieu of time and one-half (1 ½) pay for overtime worked. Compensatory time off shall be taken by the employee at the discretion of the Chief of Police or his designee.
  - (B) The Chief of Police, or his/her designee, shall be notified in writing of the employee's decision to take compensatory time off in lieu of overtime pay within seventy-two (72) hours of working such overtime. Once compensatory time is elected to be recorded by an employee, it cannot be cashed. If an employee leaves the Department for any reason, he/she will be paid for all accumulated hours on the books.
  - (C) Compensatory time off shall not be accumulated to more than fifty (50) hours at any one time and may be carried over through fiscal years.

Article VII. PAY PRACTICES

7.0 For the fiscal year commencing July 1, 2015, the following pay scale shall be in effect:

For the purposes of this Article, the term "Rank" shall mean time as a Superior Officer holding the rank of Sergeant or above.

	<b>STEP 1</b>	<b>STEP 2 5 YEARS IN RANK</b>	<b>STEP 3 9 YEARS IN RANK</b>
SERGEANT	\$64,751	\$66,693	\$68,694
DETECTIVE SERGEANT	\$71,226	\$73,362	\$75,563
LEIUTENANT	\$75,882	\$78,229	\$80,649

For the year commencing July 1, 2016, there will be a general increase for Sergeant and Lieutenant of two (2%) increase to the pay schedule to be as follows:

	<b>STEP 1</b>	<b>STEP 2 5 YEARS IN RANK</b>	<b>STEP 3 9 YEARS IN RANK</b>
SERGEANT	\$66,046	\$68,026	\$70,068
DETECTIVE SERGEANT	\$72,650	\$74,830	\$77,830
LEIUTENANT	\$77,340	\$79,794	\$82,262

For the year commencing July 1, 2017 there shall be a general increase for Sergeant and Lieutenant of two (2%) increase to the pay schedule to be as follows:

	<b>STEP 1</b>	<b>STEP 2 5 YEARS IN RANK</b>	<b>STEP 3 9 YEARS IN RANK</b>
SERGEANT	\$67,337	\$69,387	\$71,469
DETECTIVE SERGEANT	\$74,103	\$77,075	\$80,165
LEIUTENANT	\$78,887	\$81,390	\$83,907

As provided above, any bargaining unit member assigned as Detective, Court Prosecutor, Safety Officer, Crime Prevention Officer, Juvenile Officer or Traffic Enforcement Officer Specialist shall be paid at the Specialist Rate, which is reflected in the wage table above as 10% above the existing Step 3 and Step 4 wage tables and described as "Detective Sergeant."

- 7.1 There shall be a eight percent (8.0%) pay differential in the night shifts for all employees covered by this Agreement who are regularly assigned to the 4 P.M. to 12 midnight shift, the 12 midnight to 8 A.M., the 6 P.M. to 2 A.M. or the 7 P.M. to 3 A.M. shift.  
 These differentials shall become part of the officers' base pay and shall be paid when the officers are on authorized leave. These premiums shall not apply to any day shift employees not regularly assigned to a night shift, 4 P.M. to 8 A.M.
- 7.2 Employees covered by the terms of this Agreement who appear in court on behalf of the Town of Rockland or who are required by the Town to attend conferences with prosecuting attorneys, hearings on complaints, inquests, Registry of Motor Vehicle hearings, signing of complaints or civil court in matters arising out of his/her official duties after his/her normal duty hours or while on vacation, will be compensated at the rate of and one-half (1 ½) his/her regular hourly rate of pay and each court appearance will be with a four (4) hour minimum.
- 7.3 The hourly rate of pay shall be determined by dividing the officer's annual salary by 1950 hours.
- 7.4 When a laid-off employee is recalled to work in the same rank he/she shall be paid at the same step of the pay schedule as he/she was paid at when he/she was laid off.
- 7.5 If the Town reports a Police Officer's income in the Town Report, the income shall be reported in the following six (6) categories:
- Base salary
  - Overtime
  - Holiday pay
  - Educational incentive
  - Details
  - Total
- 7.6 A yearly stipend of seven hundred dollars (\$700.00) shall be given to all full-time police officers who attend the Massachusetts Police Training Committee in-service training as mandated by M.G.L. c. 41, Section 96B. All employees who attend the training must use their own personal vehicle for transportation to and from school. The town shall not be responsible for any expenses incurred by the employees for gas or meals while attending such training.  
 This stipend shall be paid after completion of the in-service training program, and after all requirements of the training have been completed to the satisfaction of the Training Director. A Certificate of Completion shall be sufficient to establish that all the requirements of the in-service training program have been satisfactorily completed. The parties agree to meet to negotiate if In-Service training is discontinued by the Massachusetts Police Training Committee.

- 7.7 Except as otherwise specified in this Agreement, employees who leave the employment of the Town, for any reason, shall be paid for all unused accrued leave, including, but not limited to: vacation, administrative leave, personal days and compensatory time.
- 7.8 All full-time police officers, once trained in the techniques of fingerprinting shall be given a yearly stipend of three hundred dollars (\$300.00). This stipend shall be given at a mutually agreed date by the Union and Chief of Police.
- 7.9 All full-time police officers, once trained in the use of defibrillators shall be given a yearly stipend of three hundred dollars (\$300.00). This stipend shall be given at a mutually agreed date by the Union and the Chief of Police.
- 7.10 Field Training Officers when assigned by the Chief or his designee shall receive two (2) administrative days off.

Article VIII. UNIFORM ALLOWANCE

- 8.0 Full-time uniformed employees shall be granted a yearly uniform allowance in the amounts as follows:

July 1, 2015                      \$ 1,250.00

- 8.1 The Town will supply sufficient ammunition so as to insure each full-time employee sufficient ammunition for training and practice and to insure he/she will be carrying fresh ammunition at all times.
- 8.2 The Town also agrees to supply all full-time employees with flashlight batteries as needed, and to replace any equipment that is damaged, lost or stolen, while the employee is on duty. Said replacement will be only once. Employees may, at their option, use their clothing allowance money to purchase a rechargeable flashlight. The Town agrees to purchase replacement batteries as needed but no more frequently than every two (2) years.
- 8.3 The items of clothing and equipment to be purchased by these allocations shall be of uniform standard, quality and design as approved by the Chief of the Department. The allocation of money is for the purchase of clothing and equipment used in Police Department work and shall be controlled by purchase orders issued by the Chief.
- 8.4 Any Officer may choose to receive his or her "Clothing Allowance" in a lump sum payment. This payment may be subject to the appropriate taxes and other deductions required by law.

Any Officer must submit his/her intent to receive a lump sum payment by June 1<sup>st</sup> of each year. Once the employee requests a lump sum payment he or she may NOT change this option for that year.

- 8.5 Employees will maintain all uniforms in good order; normal wear and tear shall be replaced at the employee's own expense. The Town shall replace any uniform that was damaged in the line of duty

Article IX. EXTRA PAID DETAILS

- 9.0 The following provisions shall govern the assignment of extra paid details to Police Officers, when the detail is to be paid for by an outside individual, group, corporation or organization.

- (A) Assignment to extra paid detail as required or requested shall be made by the Chief or his/her designee to full-time police officers first. Assignments shall be made on a rotating basis, with the officer accepting the detail going to the bottom of the list. A record of all such assignments shall be kept and be open to all full-time police officers. The assignment of extra paid details shall not preclude the assignment of some extra paid details to other than full-time employees where it has been the practice to make such assignments, when a full-time officer is not available.
- (B) No such assignment shall be made until the person or organization requesting same has agreed to pay the following rates: All outside private and Town paid details shall be at a flat rate of \$40.00 per hour, with a minimum of four (4) hours. Effective April 22, 2013, all outside private and paid Town details shall be paid at a flat rate of \$42.00 per hour. Effective April 15, 2014, all outside private and paid Town details shall be paid at a flat rate of \$46.00 per hour. All details that exceed four (4) hours shall be paid eight (8) hours. All paid details that exceed eight (8) hours shall be paid on one-hour increments. All private and Town paid details which exceed eight (8) hours and are for road jobs shall be paid for those hours in excess of eight (8) at time and one-half (1 ½) the detail rate specified here-in-above. All private and Town paid details that occur on Saturdays, Sundays and Holidays and are for road jobs shall be paid at time and one half (1 ½) the detail rate specified here-in-above, with a minimums of four (4) hours and eight (8) hours. All paid details that exceed eight (8) hours shall be paid on one-hour increments  
A road job shall be considered to be any detail on which the detail officer(s) must control or direct traffic for road repairs or excavation, including work by utility companies above-the-ground or on sidewalks. Cable companies shall be considered to be utility companies for the purpose of this Section

All outside private paid details which are paid for by an outside individual, group, corporation or organization and are specifically for the purpose of providing assistance in connection with a strike or similar labor action, shall be paid at time and one half (1 ½) the detail rate specified here-in-above, with a minimums of four (4) hours and eight (8) hours. All paid details that exceed eight (8) hours shall be paid on one-hour increments

Also, for the purposes of this paragraph, Holidays are considered to be those days listed in **ARTICLE XII HOLIDAYS** plus Christmas Eve and New Year's Eve, which shall begin at 6 P.M.

Any person, organization or Town Department canceling a detail with less than one (1) hour notice to the officer(s) assigned to the detail shall be required to pay to each such assigned officer four (4) hours of the appropriate detail rate. Notice of cancellation must be given to the desk officer at the Police Department with sufficient time to notify the assigned officer(s) one (1) hour in advance of the scheduled starting time of the detail

- (C) An officer may be employed for any work performed, lasting more than (1) hour on any way within the Town, when one-half (1/2) lane of travel or more will be obstructed, or when the work is being performed one-half (1/2) lane of travel or more from the edge of the road surface. It is understood that the Police Chief or his/her designee shall determine whether or not a paid detail assignment is necessary. However, the Chief or his/her designee's determination as to whether a detail is necessary shall be based upon the safety needs of the public and his/her judgment shall not be exercised arbitrarily or capriciously. Should the Union dispute the Chief or his/her designee's determination as to whether a detail is necessary such dispute may be submitted to grievance and arbitration. Where the Chief or his designee determines in his judgment that an officer need not be assigned for work performed then the Chief or his designee shall not then utilize the services of a flag person at the particular site.
- (D) The OIC of each shift may request from the Chief or his designee, that a departmental cruiser be used for an assigned detail. This request may be granted if the Chief or his designee feels there is extenuating circumstances, which would require the use of such department vehicle.

Article X. SICK LEAVE

- 10.0 Effective April 1, 2013, all employees shall be granted twelve (12) sick days each fiscal year accrued at the rate of one (1) day per month.
- 10.1 All full-time Police Officers shall be allowed to accumulate all unused sick leave days without limit. In the event of death or retirement of a Police Officer, the Police Officer, or their estate, shall be paid in a lump sum at the time of death or retirement all unused sick leave at the current rate of pay to a maximum of one hundred fifty (150) days. Employees hired after July 1, 2004 in the event of death or retirement of a Police Officer, the Police Officer, or their estate, shall be paid in a lump sum at the time of death or retirement all unused sick leave at the current rate of pay to a maximum of one hundred twenty - five (125) days. Employees hired after June 1, 2010 shall be eligible to accumulate all unused sick leave days, and shall be paid, at time of death or retirement, an amount equal to 25% of the value of accumulated sick leave, up to a maximum amount equal to 25% of 125 sick days. Effective April 1, 2013, any employee that utilizes more than thirty (30) days during the two year period prior to retirement shall not be eligible for this benefit, unless the employee can document said illness is due to a serious medical condition. The serious medical condition will only excuse consecutive absences due to that condition. A serious medical condition shall be defined as any illness that exceeds three (3) work days and is supported by a note from a physician excusing the absence.
- 10.2 When a full-time Police Officer is exposed to a serious infectious disease in the line of duty and contracts the disease, he/she shall receive normal pay for the full extent of his/her disability.
- 10.3 When a full-time Police Officer is absent from duty because of an injury sustained in the line of duty for which he/she is entitled to compensation under provisions of the General Laws of Massachusetts, the officer's pay shall continue for the duration of the disability or until retirement.
- 10.4 Once an employee is approved for injured on duty by the Town, which will be reflective of the original date of injury, employee not be required to use up accumulated sick and vacation days while absent because of work related illness or injury. However, employee shall not accumulate sick leave and vacation time while absent after six (6) months of such absence because of work related illness or injury.
- 10.5 The Town shall notify the Employee within twenty – one (21) days of their injury as to the status of their "Injury On Duty" (IOD) claim under Massachusetts General Law (M.G.L) Chapter 41, Section 111F. The Town reserves the right to investigate any and all claims when an employee requests an IOD claim under M.G.L Chapter 41, Section 111f. The Town reserves the right to deny any claim during and after this twenty-one (21) day period.

- 10.6 A physician's certificate of illness may be requested by the Chief for any period of illness, provided the Chief has justifiable reason for such request. The Town shall bear the cost of the certificate if the Chief's request is for an absence of three (3) days or less.
- 10.7 All unused accumulated sick leave shall be kept to the laid-off employee's credit, and in the event of a recall shall be restored to the employee.
- 10.8 Each officer shall be granted seven (7) personal days to be used with prior approval of the Chief of Police.
- 10.9 The parties agree that the issues of lump sum payment at the time of death or retirement and the amount of accumulation therefore shall be re-opened for negotiations if the State Legislature enacts an early retirement incentive applicable to municipal employees during the life of this Agreement.
- 10.10 In the case of exceptional circumstances where an employee has or is about to exhaust the sick leave allowed, additional allowance may be granted upon the application of the employee, the recommendation of the Chief, and the approval of the Board of Selectmen. In determining whether such extended allowance shall be granted the past absentee record, the length of service with the Town, and the quality of the employee's performance shall be taken into account and approval shall not be unreasonably denied. Upon return to work, the employee is required to pay back the extended sick days at the rate of one (1) for each two (2) days taken, provided that at least seven and one-half (7.5) days per year will be paid back.

#### Article XI. VACATIONS

- 11.0 Vacations with pay will be granted to full-time employees, who are actively employed, on the following basis:
- (A) Seven (7) working days of vacation shall be granted after six months of continuous service.
  - (B) Fourteen (14) working days shall be granted after one (1) year of continuous service.
  - (C) Twenty-one (21) working days of vacation shall be granted after (5) years of continuous service.
  - (D) Twenty-eight (28) working days of vacation shall be granted after ten (10) years of continuous service.

Vacations with pay will be granted to full-time employees hired full time in the Rockland Police Department after Effective April 1, 2013, who are actively employed, on the following basis:

- (A) Seven (7) working days of vacation shall be granted after six months of continuous service.

- (B) Twelve (12) working days shall be granted after one (1) year of continuous service.
- (C) Eighteen (18) working days of vacation shall be granted after (5) years of continuous service.
- (D) Twenty-four (24) working days of vacation shall be granted after ten (10) years of continuous service

- 11.1 Vacations shall be granted on a seniority basis. Any officer may split his/her vacation if he/she so desires and he/she will not be required to take successive weeks' vacation. Vacation may be taken at any time within the calendar year with the exception of July and August when vacation for any officer shall be limited to two (2) weeks. Vacation may be taken in four (4) hour increments. Officers may elect to carry over no more than two (2) vacation days to the next year.
- 11.2 Regular days off will not be considered vacation days arising during the Officer's vacation schedule.
- 11.3 All vacations shall be given at the employee's convenience but subject to the Chief's approval, which is based on the need to maintain department-operating efficiency.
- 11.4 On the effective date of the layoff, the laid-off employee shall receive full payment for all unused accumulated vacation leave.

Article XII. HOLIDAYS

- 12.0 Employees covered by the terms of this Agreement shall be granted the following paid holidays each year, if currently employed at the time the holiday occurs.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Police Memorial Day

- 12.1 It is further agreed that those employees who are required to work on a holiday, shall be paid at the holiday rate plus their days' pay as required by Massachusetts General Laws, Chapter 417, Section 17A.
- 12.2 Holidays will be paid in two (2) equal installments on December 1st and June 1st of each year.

Article XIII. LEAVE OF ABSENCE

13.0 Bereavement Leave

Employees shall be granted without loss of pay in the event of death in the police officers immediate family listed below. Such leave shall be three (3) calendar days commencing with the day after the date of death. Said leave may be extended to five (5) days in special circumstances at the discretion of the Chief.

The immediate family shall consist of the police officer's spouse, child, mother, father, (including stepparents and stepchildren), mother-in-law, father-in-law, sister, brother, grandmother, grandfather, aunt, uncle, brother-in-law, sister-in-law, niece or nephew.

If the police officer is on duty on the date of death in the above-described immediate family, the officer shall be granted, in addition to bereavement leave, the day of the death as a day off without loss of pay.

Employees shall be granted leave without loss of pay for one (1) day in the event of the death of a family relation not included in the definition of "immediate family" contained here-in-above.

13.1 Special Leave

Each employee in the bargaining unit shall be granted special leave at the discretion of the Chief of Police, with pay for a day on which he/she is able to secure another employee to work in his/her place. Said special leave to be for unusual occurrence or for some purpose not in the normal course of events. This leave will be allowed as follows:

- (A) Such substitution does not impose an additional cost to the Town with regard to the payment of the salaries and wages.
- (B) The Officer in Charge of the shift in which the substitution shall take place shall be notified twenty-four (24) hours prior to it becoming effective except in the case of an emergency and then notification may be made on shorter term.
- (C) Neither the Town nor the Chief of Police nor the Union is held responsible for enforcing any agreements between employees.

13.2 Leave of Absence Without Pay

A leave of absence without pay for a limited period not to exceed ninety (90) days may be granted for personal compelling reasons when approved by the Chief of Police and the Board of Selectmen and may be extended for justifiable reasons.

- 13.3 Police officers shall be permitted to use up to four (4) shifts of sick leave per year to care for a sick or injured household member for qualified leave under the Family Medical Leave Act (FMLA), subject to approval for such FMLA leave. This paragraph shall be effective from July 1, 2015 through June 30, 2018, after which it shall be null and void, unless the parties agree in writing to extend this provision.”

#### Article XIV. GRIEVANCE AND ARBITRATION

- 14.0 Any differences as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed shall be a grievance under this Agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time in the grievance procedure. Any employee may use this grievance procedure with or without the Union assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement.

Step 1 - Any employee who has a grievance, shall within thirty (30) calendar days of the occurrence or event giving rise to the grievance, submit such grievance in writing to the Chief, setting forth the nature and particulars of the grievance. All grievances shall be submitted utilizing a mutually agreed upon form. Grievance submissions shall include a complete description of all alleged relevant facts, including alleged dates, and names of members involved.

This step does not preclude the option of the employee to orally discuss the matter with the Chief in an attempt to resolve the grievance. The Chief shall answer the Step 1 grievance within fifteen (15) days.

Step 2 - If the aggrieved or his/her representative is not satisfied with the decision rendered by the Chief, the employee or representative shall within five (5) working days of the date of the answer at Step 1, submit the grievance in writing to the Board of Selectmen. The appeal to the Board shall set forth the basis of the disagreement with the decision of the Chief. The Chief shall receive a copy of any appeal submitted to the Board.

The Board of Selectmen or any representative thereof shall meet with the employee or the Union representative and the Chief for the purpose of adjusting or resolving such grievance. The Board shall render its decision, in writing, to the aggrieved or his/her representative and the Chief, within ten (10) working days of the grievance.

Step 3 - A grievance not settled through the grievance procedure may be presented by the Union Local to arbitration within forty-five calendar days after the final decision of the Selectmen has been given.

- 14.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

- 14.2 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.
- 14.3 In the selection of the arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration rules shall control.
- 14.4 Each party shall bear expense of preparing and presenting its own case. The cost of the arbitrator, meetings place and other incidental expenses mutually agreed to in advance shall be shared equally between the two (2) parties.
- 14.5 Nothing contained herein, shall be construed so as to authorize any arbitrator, acting under this **ARTICLE XIV GRIEVANCE AND ARBITRATION** to alter or modify this Agreement or any of its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to a final decision, any grievance submitted to arbitration hereunder.

#### Article XV. WORK STOPPAGES

- 15.0 Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Union and the employees agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees, which are normally provided to the Town including overtime hours normally worked by employees.
- 15.1 Should any of its members engage in any action declared by the State Labor Relations Commission to be a prohibited practice as set forth above, the Union shall immediately in writing order such members to return to work and immediately cease such practice. The Town shall receive a copy of this written notice.

#### Article XVI. SECONDARY EDUCATION

- 16.0 It is agreed that full-time employees will be entitled to attend courses in police science. Such courses shall be scheduled on off-duty hours whenever possible. In the event the officer is required to attend courses at a time he is scheduled for duty, and the schedules cannot be changed, a relief officer for a period of not to exceed four (4) hours may be retained in his/her place when such assignment is requested and approved by the Chief. In the event that the employee cannot arrange an exchange with another officer, or the Chief cannot arrange for relief, the officer shall be required to work the shift.

- 16.1 Those employees hired prior to July 1, 2009 shall receive the following amounts:

Regular full-time officers who earn degrees in a law enforcement field or criminal justice, shall be granted a base salary increase of ten per cent upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in a law enforcement field, a twenty per cent increase upon attaining a baccalaureate degree in a law enforcement field, and a twenty-five per cent increase upon attaining a master's degree in a law enforcement field or for a degree in law. Those entitled to the above incentive pay shall be paid twice yearly, June 1, and December 1 of each year. This incentive pay shall include holiday pay as enacted by the 1971 legislature."

- 16.2 Employees hired after July 1, 2009 shall receive the following amounts:

A \$5,000.00 increase for an associate's degree in the law enforcement field;  
A \$7,500.00 increase for a baccalaureate degree in the law enforcement field or criminal justice, and  
A \$10,000.00 increase for a master's degree in the law enforcement field or criminal justice or a degree in law

Payments shall be made in a single payment on December 1st, and shall not be included in calculations for overtime or any other benefit. If a career incentive or higher education benefit is adopted by the Commonwealth for employees hired after July 1, 2009, the parties agree to re-open negotiations for the sole purpose of consideration of that new benefit. Under no circumstances will an employee hired after July 1, 2009 be eligible to receive payments under this section and payments under a new education incentive as adopted by the Commonwealth.

#### Article XVII. LONGEVITY

- 17.0 Longevity with the Rockland Police Department shall begin with the date of full-time service and shall be paid at a rate of one hundred dollars (\$100.00) for ten (10) years or more of consecutive service, five hundred dollars (\$500.00) for fifteen (15) years or more of consecutive service, nine hundred dollars (\$900.00) for twenty (20) years or more of consecutive service, one thousand five hundred dollars (\$1,500.00) for twenty-five (25) years or more of consecutive service, and two thousand dollars (\$2,000.00) for thirty (30) years or more of consecutive service.
- 17.1 Longevity would be paid in one annual payment on or before December 1st, on a date mutually agreeable by the Chief and the NEPBA.
- 17.2 Any officer after completion of his/her 20th year of employment as a public employee may elect to receive a salary increase over a consecutive three year period. Such increase shall range from two percent (2.0%) to nine percent (9.0%), dependent upon an evaluation and determination by the Chief. After three (3) years the officer's salary shall be reduced by the same amount that his/her salary was increased in the third year that he/she received a salary increase hereunder.

Effective June 1, 2010 – All payments under the foregoing are not compounded, and the percentage granted shall be in addition to the then current Step 4 salary for that rank. Any employee that has not elected to receive the foregoing payments as of June 1, 2010 shall not be eligible to receive the foregoing salary increase, but shall be eligible to receive a Step Increase equal to Four (4%) percent upon completion of his/her = 9<sup>th</sup> year of service as a superior officer, which shall be defined as a sergeant or lieutenant. Service as a public employee shall include full time service as an employee of the Rockland Police Department, and full time service in any other municipality or subdivision of the Commonwealth. Employees hired into full time service in the Rockland Police Department after June 1, 2014 shall not be eligible for this step increase or any salary adjustment under Article 17.2.

#### Article XVIII. HEALTH AND SAFETY

- 18.0 A safety committee consisting of three (3) members shall meet with the Chief of Police at least every other month to discuss and make recommendations for improvement of general health and safety of the employees. The Town shall provide efficient and safe equipment and materials to protect the health and also the safety of the employees.

#### Article XIX. ANTI-DISCRIMINATION

- 19.0 The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, sex or age, as provided by law in the execution and administration of this Agreement.

#### Article XX. INFECTIOUS DISEASES

- 20.0 In recognition of the exposure of employees of the bargaining unit to employees of the public with unknown medical conditions, any conditions or impairment of health caused by the contraction of Anthrax, Encephalitis, Hepatitis A, Hepatitis B, Hepatitis C, HIV/AIDS, Lyme Disease, Measles, Meningitis (Bacterial or Viral), Mumps, Pertussis, Typhoid, Polio, Rabies, Rheumatic Fever, Rubella, SARS, Avian Flu, H1N1, Smallpox, Tetanus, Varicella, Tuberculosis, Staff Infection, MRSA (Methicillin resistant staphylococcus aureus), VRE (Vancomycin resistant enterococcus), C-Diff (Clostridium difficile), Shingles, MDRO (Multi-drug resistant organism), Necrotizing Fasciitis, Any Disease related to WMD ( Weapons of Mass Destruction) or CBRN (Chemical, Biological, Radiological, and Nuclear) Weapons,, shall be presumed to have been suffered in the line of duty within the meaning of Massachusetts General Laws, Chapter 41, Section 111F, if the employee presents evidence demonstrating exposure or a causal link between the performance of his/her duties as a police officer, and the medical condition for which he/she suffers. Nothing in this paragraph shall limit the statutory rights of employees to claim other benefits for injuries or illnesses not listed above pursuant to G.L. c.41§ 111F.

Article XXI. Physical Fitness Incentive.

21.0 Effective July 1, 2005 the Town and the Union agree to implement a voluntary physical fitness plan. Every employee who voluntarily reaches this standard shall receive five hundred (\$500.00) dollars included in their base pay for that year. The parties agree to negotiate a comprehensive plan to include standards and program administration during the first year of the contract and shall be added as a side letter to this contract and will be added to this section during the printing of the next contract. This is a voluntary plan only and not required by all employees. All employees that achieve 75% of the Cooper Standards for physical fitness, as shown as Appendix A of the collective bargaining agreement, shall receive an additional five hundred (\$500.00) dollars.

Article XXII. Health Insurance

22.3 All employees enrolled in a family plan through the Town's health insurance coverage as of May 1, 2015 shall be eligible to receive a one-time payment of \$6,000, subject to the following:

- A. The employee must notify the Town during the Open Enrollment period for 2016 that they are withdrawing from the Town's health insurance coverage, effective July 1, 2016.
- B. The employee must certify that they have coverage for health care through a spouse or other family member.
- C. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2016 through June 1, 2017. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- D. *(Left intentionally blank)*
- E. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- F. Payments for eligible employees shall be made on or about June 1, 2017.
- G. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

22.4 All employees enrolled in an individual plan through the Town's health insurance coverage as of May 1, 2015 shall be eligible to receive a one-time payment of \$2,500, subject to the following:

- A. The employee must notify the Town during the Open Enrollment period for 2016 that they are withdrawing from the Town's health insurance coverage, effective July 1, 2016.
- B. The employee must certify that they have coverage for health care through a spouse or other family member.
- C. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2016 through June 1, 2017. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- D. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments for eligible employees shall be made on or about June 1, 2017.
- F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

22.5 All employees who are eligible to participate in the Town's health insurance plan but do not elect to receive coverage will be eligible for a payment of \$2,500, subject to the following:

- A. The employee must certify that they have coverage for health care through a spouse or other family member.
- B. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2015 through June 1, 2016 and/or for the period of July 1, 2016 through June 1, 2017 and/or the period of July 1, 2017 through June 1, 2018. Any employee that enrolls in the Town's health insurance plan during the above period(s), due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- C. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.

D. Payments for eligible employees shall be made annual on or about June 1, 2016 and/or June 1, 2017 and/or June 1, 2018.

E. The parties agree that employees are eligible for 2016, 2017 and 2018 payments provided criteria set forth herein is met.

F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

22.5 This article shall be effective for the period of July 1, 2015 through June 30, 2018, and shall cease to be in effect after June 30, 2018 unless extended by written agreement of the Town and the Union.

22.6 All employees shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan. The Town shall pay 79% of the cost of the premium and the employees shall pay 21% of the cost of the premium; however if the Town's premium contribution for any other group of employees in the governmental unit as defined in M.G.L. chapter 32B should exceed 79%, then that higher premium contribution rate shall be simultaneously implemented for members of the bargaining unit who are covered by this agreement.

#### Article XXIII. DURATION OF AGREEMENT

This contract shall extend from July 1, 2015 to June 30, 2018 and shall continue in force and effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days or less than ninety (90) days prior to the expiration date as set forth above. After receipt of notice by either party, a conference will be held between the Town and the Police Association Negotiation Committee for the purpose of negotiating such amendments, modifications or termination.

#### Article XXIV - LIGHT DUTY -

The Chief of Police may require any employee on leave for an injury on duty to work light duty tasks, so long as the employee's physician approves the light duties assigned to that employee. Examples of light duty tasks include, but are not limited to:

- Dispatching duties
- Filing
- Preparing reports

Employees on sick leave that is not work related may request to be placed on light duty, and the Police Chief shall have to sole discretion whether to assign the employee to light duty.

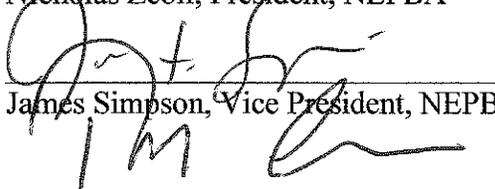
ARTICLE XXV- RESIDENCY

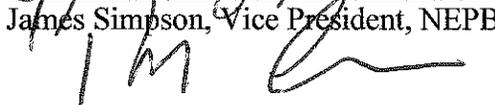
25.0 Residency- Pursuant to G.L. c. 31, § 58, the parties agree that Police Officers shall be permitted to reside within fifteen (15) miles of the perimeter of the Town of Rockland, said distance being calculated in a manner consistent with G.L. c. 31, § 59. The Town acknowledges that some employees, in reliance upon the Town having construed the residency requirement to be fifteen (15) miles, established residency outside of the ten (10) mile residency limit imposed under G.L. c. 31, § 58, and the parties agree that those employees should be held harmless, so long as they continue to reside within fifteen (15) miles pursuant to this Agreement.”

IN WITNESS THEREOF the parties hereto set their hands and seals by their duly authorized representatives this 3rd day of November, 2015.

FOR THE UNION

  
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Nicholas Zeoli, President, NEPBA

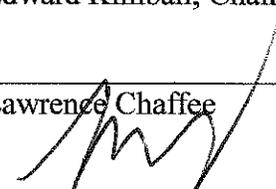
  
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James Simpson, Vice President, NEPBA

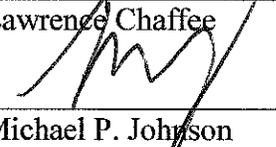
  
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Peter Chernicki,  
Secretary /Treasurer, NEPBA

\_\_\_\_\_  
NEPBA National Representative

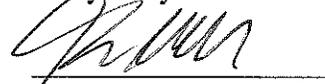
FOR THE BOARD OF SELECTMEN

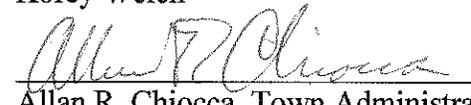
  
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Edward Kimball, Chairman

  
\_\_\_\_\_  
Lawrence Chaffee

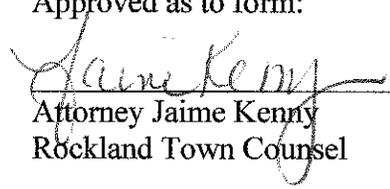
  
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Michael P. Johnson

  
\_\_\_\_\_  
Larry J. Ryan

  
\_\_\_\_\_  
Corey Welch

  
\_\_\_\_\_  
Allan R. Chiocca, Town Administrator

Approved as to form:

  
\_\_\_\_\_  
Attorney Jaime Kenny  
Rockland Town Counsel