

TOWN OF NORFOLK  
PATROLMEN'S AGREEMENT

2016 - 2019



ARTICLE I Recognition .....	Page 1
ARTICLE II Management Rights .....	Page 2
ARTICLE III Grievance Procedure .....	Page 2
ARTICLE IV Evaluation .....	Page 4
ARTICLE V Seniority .....	Page 5
ARTICLE VI Swaps of Tours of Duty .....	Page 5
ARTICLE VII Death Leave .....	Page 5
ARTICLE VIII (Reserved) .....	Page 5
ARTICLE IX Uniforms and Equipment .....	Page 5
ARTICLE X Overtime/Off Duty Paid Details .....	Page 6
ARTICLE XI (Reserved) .....	Page 9
ARTICLE XII Sick Leave/Personal Days .....	Page 9
ARTICLE XIII Court Time .....	Page 11
ARTICLE XIV Holidays .....	Page 11
ARTICLE XV Schedules .....	Page 11
ARTICLE XVI Sick Bank .....	Page 12
ARTICLE XVII (Reserved) .....	Page 13
ARTICLE XVIII Insurance .....	Page 13
ARTICLE XIX Vacations .....	Page 14
ARTICLE XX Leave of Absence without Pay .....	Page 15
ARTICLE XXI Base Pay .....	Page 15
ARTICLE XXII Longevity .....	Page 17
ARTICLE XXIII Incentive Pay .....	Page 17
ARTICLE XXIV Stability of Agreement .....	Page 18
ARTICLE XXV Separability and Subordination to Law .....	Page 18
ARTICLE XXVI Funds Subject to Appropriation .....	Page 19
ARTICLE XXVII Duration .....	Page 19

This Agreement made and entered into this 24th day of May, 2016 by and between the Town of Norfolk, hereinafter referred to as the Town, and the Norfolk Police Officers Bargaining Unit, hereinafter referred to as the Bargaining Unit, is designed to maintain and promote a harmonious relationship between said Town and such of its employees as are covered by this Agreement in order that a more efficient and progressive public service may be provided by the Parties hereto.

### **ARTICLE I — RECOGNITION**

- A. The Town hereby recognizes the Bargaining Unit as the exclusive collective bargaining representative with respect to wages, hours, and other terms and conditions of employment for all regular, permanent Police Officers, excluding the Chief of Police, the Deputy Chief and Lieutenant.
- B. The term Officer(s), as used throughout this Agreement, shall refer to employees currently or hereafter within the Bargaining Unit and on the payroll of the Town, unless otherwise specifically indicated.
- C. Definitions of Pay Rates: Base Pay rate is the schedule of weekly pay as enumerated in Section XXI of this contract and includes no added benefits. Regular Pay is the base pay rate plus differential, longevity, and educational benefits.

D. "Week" for the purpose of this Agreement shall be defined as Sunday through Saturday.

## **ARTICLE II – MANAGEMENT RIGHTS**

A. The Town will continue to retain all of the rights, powers and authority concerning management of the Police Department. It will have the sole prerogative of management including the following:

1. To determine the care maintenance and operation of equipment and property used for or on behalf of the Police Department;
2. To accomplish or continue policies, practices and procedures for the conduct of Police Department business and from time to time to change or abolish such policies and procedures deemed in its best interests;
3. To discontinue programs or operations or to discontinue their performance by employees;
4. To select and deploy the number of employees required to perform Police Department operations;
5. To employ, schedule work, evaluate, transfer, promote, or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work, funds or just cause when it shall be in the best interests of the Town;
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Police Department;
7. To ensure that related duties connected with police operations, whether enumerated in job descriptions or not, shall be performed by employees.

B. It is understood and agreed between the parties hereto that the exercise by the Town of its powers, authority and prerogatives, as described and qualified in Paragraph A of this Article, shall not be considered a grievance nor subject to arbitration under Article III of this Agreement.

## **ARTICLE III – GRIEVANCE PROCEDURE**

- A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B. Any full-time employee who is currently a member of the Bargaining Unit and covered may file a grievance by this Agreement. A grievance is defined as a dispute concerning the application, meaning and interpretation of the terms of this Agreement and shall be resolved with the following procedure:

STEP 1. The aggrieved Officer and/or Bargaining Unit shall first present the grievance orally

and in writing to the Lieutenant or if he is going to be unavailable during the five (5) days of the alleged grievance then to the Deputy Chief. The grievance shall be filed no later than five (5) days after the first occurrence of the action or event giving rise to the grievance, or after the Officer or the Bargaining Unit reasonably should have known of the first occurrence of said action or event. If the Lieutenant or in his absence the Deputy Chief caused the grievance to be filed, it may be presented to the next level in the department chain of command. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired by the Officer or Bargaining Unit. The Lieutenant or if he is going to be unavailable during the five (5) days of the alleged grievance the Deputy Chief shall advise shall advise the aggrieved employee in writing of his decision within five (5) days of the date of the alleged grievance was first presented, and furnish a copy to the Chief of Police.

STEP 2. If no satisfactory resolution is reached in Step 1, the aggrieved Officer and/or Bargaining Unit shall present the grievance orally and in writing to the Chief of Police within five (5) days. The Chief of Police shall respond in writing within ten (10) calendar days, exclusive of Saturdays, Sundays and legal holidays. In the event the Chief of Police is on vacation or otherwise unavailable during part or all of the 10-day period, the time limit shall be extended for the duration of the vacation or absence.

STEP 3. If no satisfactory resolution is reached in Step 2, the aggrieved Officer and/or Bargaining Unit shall present the grievance in writing to the Town Administrator within five (5) days. The Town Administrator shall respond in writing within ten (10) calendar days, exclusive of Saturdays, Sundays and legal holidays. In the event the Town Administrator is on vacation or otherwise unavailable during part or all of the 10-day period, the time limit shall be extended for the duration of the vacation or absence.

STEP 4. If no satisfactory resolution is reached in Step 3, the aggrieved Officer and/or Bargaining Unit shall present the grievance in writing to the Board of Selectmen within fourteen (14) days upon receipt of the Town Administrator's response.

STEP 5. The Board of Selectmen shall, upon receipt of the written grievance, consider the same and within twenty-one (21) days conduct a hearing, in executive session, between the parties. The Board of Selectmen shall notify the aggrieved Officer and Bargaining Unit within fourteen (14) days after the close of the hearing of its decision. If the basis of the grievance involves a factual question rather than a legal interpretation of this Agreement, then all parties have the right to be present and to be heard by the Board of Selectmen.

STEP 6. Should the Board of Selectmen fail to comply with the requirements of Step 5 of this procedure, or should the grievance not be resolved at said Step 5, either the Bargaining Unit or Town, as applicable, may within twenty-one (21) days next following notification required under Step 5, request arbitration of the grievance pursuant to the rules of the American Arbitration Association. The parties may agree to mediation in lieu of submitting a grievance pursuant to the American Arbitration Association. The Board of Selectmen and Bargaining Unit shall jointly agree on the selected mediator.

C. No grievance shall be submitted to arbitration which:

1. Involves a matter of policy or management rights reserved to the employer.
  2. Involves a matter that is outside the scope of the terms of this Agreement.
  3. Involves a matter, which the Employer could not effectuate, regardless of the decision of the Arbitrator.
  4. Involves a matter, which has not been presented timely according to the time limitation set forth herein.
- D. The Arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement in any way, and the award shall be final and binding on the parties involved in the particular arbitration proceeding to the extent permitted by current and future law.
- E. The grievant(s) and not more than one (1) Bargaining Unit representative shall suffer no loss of pay by reason of their appearances at arbitration hearings conducted in behalf of the said grievant(s) under the provisions of this Article. Additional employees may be authorized by the Town to attend such hearings without loss of pay.
- F. The costs of arbitration shall be shared equally between the Town and the Bargaining Unit, except that should a grievance be withdrawn from arbitration for any reason other than as a result of its having been settled by agreement between the parties thereto, any costs of arbitration incurred shall be borne by the withdrawing party.

#### **ARTICLE IV — EVALUATION**

- A. The Chief of Police or the Deputy Chief or the Lieutenant, if designated by the Chief of Police, may from time to time perform a formal performance evaluation on all Officers of the Department. The evaluation form shall be the same format developed by the Personnel Board for other municipal employees. The performance evaluation will be conducted on an annual basis if the composite rating is satisfactory (meets requirements), but may be conducted more frequently if the employee receives an unsatisfactory evaluation (marginal, needs improvement). In any event, a follow-up evaluation will be conducted in ninety (90) days after the date of an unsatisfactory evaluation. Employees receiving an unsatisfactory performance evaluation shall not receive a step increase as provided by Article XXI-Base Pay of this Agreement until their next satisfactory evaluation.
- B. The Chief of Police, with the approval of the Town Administrator may require Police Officers to undergo physical examinations, stress programming, firearms training, first aid training, cardio pulmonary resuscitation training, or other programs mandated by law, as a requisite for maintaining the physical ability as well as the skills needed to maintain the standards of the Town of Norfolk Police Department. All officers submitting to examinations and/or training will be compensated for hours spent in training/examination if the examination/training is performed outside of the regular work schedule. The results of the physical examination/stress programming shall not be a basis for termination of employment or suspension.

## **ARTICLE V – SENIORITY**

- A. Seniority within the Police Department shall commence from the date of employment as a regular member thereof.
- B. Seniority shall not be broken by vacation time, sick time, injury time, personal time, leave of absence, temporary lay-off, or any call to military service.
- C. An Officer who resigns voluntarily, or is discharged for just cause shall lose all seniority.
- D. In the event of a forced layoff, the Officer with the least seniority shall be the first to be laid off (seniority to be determined by date of appointment to the Department, not date of rank), and any additional layoffs shall continue in order of least seniority. Any Officer who is laid off shall be offered his/her position back with no loss of seniority or benefits as soon as the next vacancy occurs as long as the Officer is a Reserve Officer in good standing in the opinion of the appointing authority and Chief of Police. In the event of multiple layoffs, reinstatement shall occur in the inverse order of layoff (last Officer laid off shall be the first to be re-hired, second to last laid off shall be the second to be re-hired, etc.).

## **ARTICLE VI - SWAPS OF TOURS OF DUTY**

An Officer in the Bargaining Unit will be allowed to "swap" tours of duty with another Officer of the same rank who agrees to work the tour of duty, subject to approval by the Chief of Police, the Deputy Chief and/or the Lieutenant, and subject to such swap being accomplished without overtime liability being incurred by the Town. The Officer requesting the swap must request said swap in writing as soon as it is agreed upon with another Officer, but in the event the swap is less than forty-eight (48) hours prior to the shift swap, the Chief of Police, the Deputy Chief or Lieutenant shall be notified immediately by email, phone or in person.

## **ARTICLE VII - DEATH LEAVE**

For death or memorial services in the immediate family of a permanent employee or of his/her spouse, 4 days with pay shall be granted. Cases involving special circumstances including travel for extensive periods of time must be approved by the Department Head. Definitions of immediate family include: mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son, daughter, grandparents, grandchildren, brother-in-law and sister-in-law of the employee, son-in-law, daughter-in-law and step children living in the employee's household . For the deaths of relatives other than immediate family, an absence of up to one full day with pay shall be allowed to attend funeral or memorial services.

## **ARTICLE VIII - (RESERVED)**

## **ARTICLE IX - UNIFORMS AND EQUIPMENT**

The Town shall furnish each Officer covered in this Agreement with all necessary equipment as determined by the Chief of Police for the proper performance of duty of said Officers. Said

equipment shall be the property of the Town and be in the custody of the Officer. The Town shall budget an annual sum of money for the purpose of uniform and equipment replacement. The Town shall annually budget a sum of money for the purpose of cleaning/maintenance of uniforms. Each Officer shall receive the following allowances:

	Cleaning:	Clothing and Equipment:
FY17	\$900	\$1,000
FY18:	\$900	\$1,000
FY19	\$900	\$1,000

A uniform is any clothing deemed necessary by the Chief of Police to properly perform each Officer's individual assignment (for example: Detective - plain clothes; Court Officer - plain clothes; Truck Enforcement - jumpsuit). All uniforms and equipment paid for by the Town shall be returned to the Town upon termination of employment.

### **ARTICLE X - OVERTIME/OFF DUTY PAID DETAILS**

A. Overtime is any work assignment that is paid out of Police Department appropriations or processed by the Norfolk Police Department that is in excess of the regularly scheduled work week excluding details. No overtime shall be paid if the officer is out sick unless the officer actually works more than forty (40) hours during that regularly scheduled work week.

If an officer is out sick during a regularly scheduled work week, the officer shall not be eligible to work any additional overtime hours of any kind including details for the Town of Norfolk or any other department, agency or organization until at least 24 hours has expired from the end time of the regularly scheduled work shift when sick leave was taken.

If an officer was previously scheduled to work any additional assignments (details or shifts) prior to calling out sick or being out because of injury on duty, then those shifts or details shall be reassigned to another officer until the requirement of returning to work is achieved.

1. Any shift assigned to a regular full time Police Officer that becomes open due to vacation, shall be assigned by the Chief or the Chief's designee on a voluntary basis to the regular Officers of the same rank first and then regular Officers of a different rank second. Any shift open due to leave of absence for an Officer that exceeds seven (7) calendar days shall be filled or rescheduled at the discretion of the Chief or the Chief's designee. For the purpose of this paragraph, same rank shall mean Sergeant in the case of a Sergeant Shift or Patrolman in the case of a regular Patrolman shift. No officer shall be assigned to work overtime or accept overtime eight (8) hours before their annual in-service training program or until eight (8) hours after their in service has concluded. (C41, S96B)
2. A seniority list shall be established based on the regular full time police roster including the Sergeants and a rotation of said list shall be used as a basis for assignments.
3. Any Officer who cannot fulfill a work assignment will notify the Chief, the Deputy Chief or the Lieutenant, or the Chief's designee at least twelve (12) hours prior thereto so that another Officer can be assigned.

4. "Fair Labor Standards Act" overtime shall be paid for all hours worked in excess of forty-three (43) hours during the regularly scheduled seven(7) day work week. Fair Labor Standards Act overtime shall be 1.5 times the Officer's hourly base rate of pay plus differentials, longevity, and educational incentives.
5. Officers recalled for any purpose will be paid not less than four (4) hours minimum as defined in Section 4 above. If Officers are required to report to duty for an amount of time less than four (4) hours prior to the start of their shift, the Officer shall be paid for the actual hours worked.
6. Officers may not work more than a total of seventeen and one half (17.5) hours in any twenty-four (24) hour period or more than eighty-eight (88) hours in one week. The work week for the purposes of this Section shall be defined as the period from 12:00 AM Sunday until 12:00 AM the following Sunday. Officers may not work more than five (5) days during the previously defined work week that would result in time actually worked of at least sixteen (16) hours in one day and not to exceed seventeen and one half (17.5) hours in one day during the defined work week. Work shall be defined to include hours actually worked during regularly scheduled duty in addition to all departmental overtime and any third party paid details for this department or other police departments, privately funded organizations or other agencies. No Officer shall accept a third party paid detail or other overtime if acceptance would require that the employee not work regular scheduled time, or time for other work obligations, (court appearances, training, etc.) of which the employee is aware. No Officer shall receive any compensation for any hours worked in excess of the limits provided above unless such hours of work have been approved by the Chief of Police the Deputy Chief or the Lieutenant.

**B. OFF-DUTY PAID DETAILS.** An off duty paid detail is any work assignment that is paid for by any individual, group, corporation or organization, or other Town department. The Town and the Norfolk Police Officers Bargaining Unit acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, notwithstanding any regulations or guidelines to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at any public function in Town. The Chief shall have the further discretion to determine the number of officers assigned to any such instance necessary to maintain public safety.

1. All off-duty details shall be assigned by the Chief or the Chief's designee on a voluntary basis to all regular full-time Officers of the Norfolk Police Department who are eligible to work off-duty details first.
2. A Seniority List of full time officers shall be established and a rotation of said list shall be used as a basis for assignment of off duty details.
3. Any Officer who cannot fulfill a work assignment will notify the Chief or the Chief's designee at least twelve (12) hours prior thereto so that another Officer can be assigned. If during a detail an officer is unable to complete the detail for personal reasons (sickness,

family emergency, etc.) the officer shall only be paid for the hours actually worked.

4. All details shall be paid a flat hourly rate in accordance with the following schedule for not less than four (4) hours, and any detail exceeding four (4) hours shall be considered an eight (8) hour detail except that if officers split a four (4) hour or eight (8) hour detail voluntarily between themselves or to comply with the terms of the bargaining agreement, the hours paid shall be only the hours actually worked. For details in excess of eight (8) hours the rate for additional hours shall be 1.5 times the following rates, except that if an officer voluntarily works less than eight (8) hours or otherwise splits the off-duty detail with another officer, the vendor will only be charged the regular detail rate for those hours.

5. The following formula shall be used to determine the hourly detail rate:  
Senior Patrolman 3 base rate of pay multiplied by 1.5, plus the Sergeant's base rate of pay multiplied by 1.5, the sum divided by two, the dividend thereof divided by forty, equals the detail rate for all Officers.

Example using FY 2013 figures

Senior Patrolman 3 = P                      Sergeant = S                      Detail Rate = D  
 $P (1.5) + S (1.5) / 2 / 40 = D$

$\$1,167.43 \times (1.5) + (\$1,167.43 \times (1.15)) \times 1.5 = \$3,764.67$   
 $\$3,764.67 / 2 = \$1,882.49$   
 $\$1,882.49 / 40 = \$47.06$  (FY 2013)

$((\text{Senior patrol Weekly rate } \$1,167.43 / 40 * 1.15 * 1.5 = \$50.33$  (FY 2013)

6. The following formula shall be used to determine the premium hourly detail rate.

Senior Patrolman 3 hourly rate, times the Sergeant differential, times 1.5.

$((\text{Senior Patrol 3 weekly rate}/40) * 1.15) * 1.5 = \$50.35$  (FY 2013)

7. Detail Hours worked after 11:00 P.M. and before 7:00 A.M. shall be paid the premium detail rate.

8. Labor Dispute Details – Officers assigned to work details involving a labor dispute shall be paid the premium detail rate. A minimum of two Officers shall be assigned to labor dispute details to maintain officer safety. If additional Officers are necessary, said determination shall be made by the Chief of Police, the Deputy Chief or the Lieutenant after notice by the Officer in Charge of the detail or the Sergeant/Shift Commander on the shift. If there is any question or dispute by the officer or the company, department or persons who requested the detail on whether such rate is to be paid, it shall be determined by the Chief of Police or his designee under his rights described under Article X B 8.

9. The ranking Officer shall receive the premium detail rate on the occasion that a detail calls for four (4) or more detail Officers at the same work site for the greatest part of or the entire duration of the detail.
10. Details which occur on a Sunday or a Legal Holiday as listed in Article XIV – Holidays shall be paid the premium detail rate of pay.
11. Any cancellation of a detail with less than one (1) hours notice will result in a four (4) Hour minimum charge to the company, department or person who scheduled the detail. The Norfolk Police Department will not be responsible for the four hour minimum charge if a detail is legitimately cancelled with more than one (1) hour and an officer is not or cannot be reached by home phone, cell phone, text message, email, radio communication and/or through person to person communication.

## **ARTICLE XI- (RESERVED)**

## **ARTICLE XII - SICK LEAVE/PERSONAL DAYS**

A. Sick Leave for all regular full-time Officers may be considered to be absence from work without loss of pay for the following reasons, subject to the approval of the Chief of Police, or in his absence, the Deputy Chief or the Lieutenant.

B. In the event of a *bona fide* personal and non-service connected illness or injury for which no compensation is received under Workman's Compensation or other insurance coverage paid for by the Town, and except when employed at any occupation outside their employment by the Town.

C. An officer may be absent from duty without loss of pay for the following reasons, subject to the approval of the Chief of Police:

1. Should an Officer be absent from work due to injury directly attributed to employment by the Town, time absent shall not count against accrued sick leave, and the salary or wage paid to such Officer during such absence shall be the regular compensation less any payment received from any insurance paid for by the Town other than that paid as compensation for medical expenses.
2. When an Officer is exposed to a contagious disease in the normal performance of duty and acquires the disease.

### **D. SICK LEAVE**

1. Sick leave shall be earned upon the basis of 1.25 days for each full and continuous month of employment with accumulation.
2. On termination of employment, unexpended sick leave will also terminate except for as outlined in paragraph G of this Section.

3. An Officer will continue to accrue sick leave during leaves of absence with pay and during the time an Officer is on authorized sick leave or vacation.
4. Sick leave is a benefit provided to continue salary in the event an Officer is sick or suffering a non-occupational injury. Abuse of this benefit is agreed by all concerned to be contrary to the accepted norm and will be reason for disciplinary action as provided for in the Departmental Rules and Regulations.
5. When sickness or injury in any employee's home requires the employee's personal attention and shall include the employee's wife, husband or child living in the employee's immediate household. An employee who is caring for a spouse or child shall be at his or her home or place of treatment during the entire period of recuperation.
6. Bargaining Unit members who do not utilize any sick time in a fiscal year, July 1 to June 30, will receive an additional twelve (12) hours of time off to be used during the next fiscal year.

#### E. NOTIFICATION OF ABSENCE REQUIRED

Every Officer who is ill and desires sick leave shall call, or cause the Chief of Police, the Deputy Chief or the Lieutenant or the Chief's designee to be called and to be notified of such illness four (4) hours previous to the start of the Officer's work day, if possible, and in no event later than one (1) hour before the Officer is scheduled to report for work.

#### F. EXAMINATION BY PHYSICIAN

An Officer who takes four (4) consecutive sick days must bring a certificate from their doctor, at their own expense, certifying the Officer's ability to return to duty, unless the request for the doctor's certification is waived by the Chief, the Deputy Chief or the Lieutenant. The Town reserves the right through the Chief of Police, the Town Administrator and/or the Board of Selectmen, to have the Officer examined by a doctor of the Town's choosing.

#### G. ACCUMULATED SICK DAYS

Upon retirement, or the death of an Officer while not in the line of duty, any Officer with more than ten (10) years employment with the Town of Norfolk Police Department shall be paid for 50% of all accumulated sick leave in excess of sixty (60) days; and not exceeding 180 days of accumulated leave, such that for the purposes of this paragraph a maximum of 120 days could be sold. (i.e.; all days over sixty (60) and up to and including 180), day 61, ½ day, day 62, ½ day...day 179, ½ day, day 180, ½ day, day 181, no buyback eligibility, etc. Any Officer who dies, or is permanently disabled while in the line of duty, shall be paid, or his remaining family members will be paid, for 100% of all accumulated sick leave to a maximum of 120 days at the Officer's rate of compensation at the time of death or injury.

#### H. PERSONAL DAYS

All Officers covered by this contract may take up to two (2) personal days per fiscal year to attend to urgent personal business, said leave to be taken and charged as a full day off with pay.

Before a personal day will be authorized, twenty-four (24) hours advance notice should be given to the Chief of Police, the Deputy Chief or the Lieutenant. The Chief of Police, the Deputy Chief or the Lieutenant must approve the request for personal days, based on staffing, as well as consideration of any emergency situation that may exist.

### **ARTICLE XIII – COURT TIME**

Court appearances made by a Police Officer(s) covered by this Agreement during the Officer's normal off-duty time will be paid at 1.5 times the Officer's regular rate of pay, as defined in Article X, for a minimum of four (4) hours and for any actual time spent in excess of four (4) hours. For each appearance, an Officer shall receive mileage reimbursement in accordance to the Town's current mileage rate based upon the following mileage:

Round Trip:

Wrentham Court 9.28 miles	Dedham Court 30.64 miles	Stoughton Court 31.34 miles
Attleboro 33.68 miles	Canton 32.38 miles	

### **ARTICLE XIV – HOLIDAYS**

The following eleven legal holidays shall be regarded as paid holidays:

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

All Officers shall receive holiday pay for each holiday listed, or a day off with pay may be taken in lieu of receiving holiday pay for each of the above holidays, with the approval of the Chief of Police, the Deputy Chief or the Lieutenant or the Chief's designee. If a day off with pay is elected by the Officer, said holiday is to be taken on a day other than a holiday, and charged as a full day of pay. Holiday pay shall be one fifth (1/5) of the Officers regular rate of pay, in addition to the Officers regular rate of pay for the day; and in the case of the Sergeants covered by this Agreement, the Sergeants differential will be included in the rate calculations.

### **ARTICLE XV - SCHEDULES**

The Chief of Police, The Deputy Chief or the Chief's designee shall post a work schedule that shows the Officer's normal shift assignment three (3) months in advance. However, this does not abrogate the right of the Chief to change the schedule as the needs of the Department demand. Officers shall be allowed to bid shifts on a seniority basis. Shift bidding shall be offered on a semi-annual basis should a schedule continue in effect for a period exceeding one-half (1/2) year.

The work schedule shall be on the basis of four (4) consecutive days "on duty" and two (2) days "off duty". Shifts will be worked in eight (8) hour shifts unless special shifts are assigned. Officers with a special assignment e.g. Detective, D.A.R.E., etc. may be assigned another

schedule so long as that schedule is reasonably equivalent to the benefits of the four (4) days on duty, two (2) days off duty work schedule.

## **ARTICLE XVI – SICK BANK**

A Sick Bank shall be created and jointly administered by a Sick Leave Bank Committee of three (3) individuals, being (2) members selected by the Union Membership. The third member will be the Police Chief. If the Chief of Police is unable to sit on the committee for any reason then the Town Administrator or his/her designee shall sit on the committee. It is understood and agreed that the intent of the parties in creating a Sick Leave Bank Committee is to remove and exempt all matters pertaining to the sick leave bank from the grievance and arbitration procedure by the applicant or the union nor shall any decision by the Committee result in a law suit by or against the union, the Sick Bank Committee, the Town of Norfolk and its employees. Therefore, all decisions as to the eligibility, contract interpretations, or rule and regulations the Sick Bank Leave Committee might make in administering the bank shall be final and binding, and shall not be subject to the grievance and arbitration procedure by the applicant.

Decisions shall be made by the majority vote of the members of the Sick Bank Leave Committee.

Leave shall be granted based upon adequate medical evidence, including diagnosis and prognosis of disability and/or prolonged illness or injury, and expected date of return, and the members attendance, and employment records.

In the event that the member applying to the Sick Leave Bank is a member of the Committee, an alternate shall be designated by the Union.

The Purpose of the Sick Leave Bank shall be to provide continuing sick leave benefits to officers who have suffered a prolonged illness/disability or injury.

### **Section I Membership.**

1. To be eligible, a member must have accumulated 30 days of sick leave since the beginning of his/her employment.
2. To be eligible, member must be an employee in good standing, and has not violated Department Policy on Sick Leave Abuse for the past year.
3. Employees desiring membership in the bank shall initially donate a minimum of five (5) days or a maximum of ten (10) days from his/her accrued sick leave accumulation by August 1 of the fiscal year. The bank is not to exceed two hundred (200) days. If the bank is close to exceeding 200 days, Committee members shall make a decision as to how to fund the bank to the maximum. Committee shall be responsible for determining how days will be added or deducted to/from the bank.
  - a. In the event the bank is at capacity, new members joining will be donating their sick time (5 days) and the overage will be credited to existing bank members at the discretion of the committee.

4. Members of the bank shall donate two (2) days per contract year thereafter to remain in the bank. All donations shall be deducted from an employee's sick leave accumulation. If the employee does not have two days to donate, continued membership in the Sick bank will be at the discretion of the Committee.
5. All unused days in the Sick Leave Bank shall carry over to the next fiscal year. In the event that the Sick Leave Bank reaches 200 days, members shall cease contributing annual sick days to the bank until such time as the number of days in the bank falls below 200.
6. If the Sick leave Bank is exhausted during a fiscal year, it shall be renewed by each member's contributing two (2) additional sick days at that time.

**Section II Benefits.**

Members of the bank shall be eligible to withdraw from the bank in accordance with the following provisions:

1. For the purposes of this agreement, "prolonged illness/disability/injury" shall mean an illness/disability/injury for twenty (20) consecutive scheduled working shifts. Illness/disability/injury may apply to the individual member or other family as defined by the Collective Bargaining Agreement.
2. Members must have exhausted vacation, holiday, sick, personal and ATO leave to be eligible for benefits under the plan.
3. The amount of days the committee has approved for use by the member do not have to be used consecutively.
4. Upon an members return to work from an illness/disability/injury, the member's eligibility in the Sick Leave Bank is restored and if additional time off is necessary, the Sick Bank Leave Committee may agree by majority vote to grant the use of additional sick bank days.
5. A member must request in writing and provide adequate medical evidence of the prolonged illness/disability to the Sick Bank Leave Committee in order to be considered to draw from the bank. This medical information shall be considered confidential and shall not be released to any party without written authorization from the applicant.
6. All documentation with regards to the Sick Bank shall be maintained in a secure filing cabinet in the office of Chief of Police.
7. Falsifying sickness shall constitute grounds for Disciplinary Action. An Employee's submitting a claim for Sick Leave Bank based on false statements will be considered abuse as stated by Department Policy and Procedure.

**ARTICLE XVII- (RESERVED)**

**ARTICLE XVIII - INSURANCE**

Subject to approval by the Town Meeting, the Town agrees to provide each Officer with life insurance in the amount of \$10,000; group health insurance with 63 percent of the premium paid by the Town and 37 percent paid by the employee; and false arrest insurance in the amount of

\$500,000 each incident, \$1,000,000 maximum, with the Town contribution thereto remaining as is now in force.

## **ARTICLE XIX – VACATIONS**

In accordance with the following rules and regulations, all permanent Officers are entitled to annual vacations:

In accordance with the following rules and regulations, all permanent Officers are entitled to annual vacations and upon continuous employment, Officers shall be granted vacation time commensurate with their length of service to the Police Department as follows.

The established vacation year is July 1 through June 30. Employees in good standing must work at least 90 days before being allowed to take vacation time in their first full year. During their first fiscal year of employment, new full time officers will earn ½ day for each full month worked not to exceed (5) five days. In the first year and at the Chief's discretion for special circumstances, the amount of time the officer may have earned before July 1 may be given in full but in no event will that time exceed (5) five days.

July 1 of each year is when vacation time will be recalculated and available for use.

All officers with up to one year of service as of July 1 and with less than (5) five years of service as of July 1 shall receive (10) ten days of vacation leave.

All officers with at least (5) five years of service as of July 1 and with less than (10) ten years of service as of July 1 will receive (15) fifteen days of vacation leave.

All officers with at least (10) ten years of service as of July 1 and with less than (20) years of service as of July 1 will receive (20) twenty days of vacation leave.

All officers with at least (20) years of service as of July 1 and with less than (32) years of service as of July 1 will receive (25) twenty-five days of vacation leave.

All officers with at least (32) thirty-two years of service as of July 1 shall receive (30) thirty days of vacation leave.

1. The Town reserves the right to schedule the granting of vacation periods to all Officers in the Police Department so as to most conveniently meet the work program of the Police Department. All vacation time off shall be requested in writing and approved at least seven (7) days in advance.

2. In the event that the occasion arises whereby the election and assignment of a particular vacation period by one (1) officer conflicts with that of others, and a choice must be made, the assignments by the Chief of Police shall be based in order of the choices of the Officers with the greatest seniority, subject to Section 1 above.

3. As referred to in these regulations, a vacation period of a week's duration shall mean the same number of days or shifts off with pay within a week's time as an Officer is normally required to work within a week's time.

4. Any portion of an Officer’s vacation allotment may be taken one (1) day at a time, subject to the approval of the Chief of Police or the Lieutenant, but in no event will vacation leave be charged in time allotments of less than one (1) full day at a time.

**ARTICLE XX - LEAVE OF ABSENCE WITHOUT PAY**

Leaves without pay for a limited time not to exceed ninety (90) days may be granted for reasonable purpose to members of the Bargaining Unit. The Appointing Authority shall determine reasonable purposes and reasonable periods of time.

**ARTICLE XXI – BASE PAY**

Base Pay-Patrol Officers

Base Pay for full-time Police Officers covered by this Agreement shall be in accordance with the following schedule for the regularly scheduled work week.

Classification Schedule

Effective	Cola	1st Step	2nd Step	Sr. Ptl 1	Sr. Ptl 2	Sr. Ptl 3	Sr. Ptl 4	Sr. Ptl5	Sr. Ptl 6	Sr. Ptl 7	Sr. Ptl 8
7/1/2015		\$ 975.34	\$ 1,041.34	\$ 1,081.91	\$ 1,157.50	\$ 1,275.69	\$ 1,288.43	\$ 1,301.34	\$ 1,314.34	\$ 1,327.50	\$ 1,403.25
7/1/2016	2.50%	\$ 999.72	\$ 1,067.37	\$ 1,108.96	\$ 1,186.44	\$ 1,307.58	\$ 1,320.64	\$ 1,333.87	\$ 1,347.20	\$ 1,360.69	\$ 1,438.33
7/1/2017	3.00%	\$ 1,029.72	\$ 1,099.39	\$ 1,142.23	\$ 1,222.03	\$ 1,346.81	\$ 1,360.26	\$ 1,373.89	\$ 1,387.61	\$ 1,401.51	\$ 1,481.48
7/1/2018	3.00%	\$ 1,060.61	\$ 1,132.38	\$ 1,176.49	\$ 1,258.69	\$ 1,387.21	\$ 1,401.07	\$ 1,415.11	\$ 1,429.24	\$ 1,443.55	\$ 1,525.93

Officers shall be employed at the minimum rate of their classification unless the Town Administrator and /or the Board of Selectmen authorize a higher starting rate. Salary increments in the amounts indicated on the above Classification Schedule shall be paid as follows to all full-time Police Officers hired after July 1, 2004. Officers hired before July 1, 2004 who have achieved Sr. Ptl. status shall receive compensation at the Sr. Ptl. 3 step as of July 1, 2004. If applicable, an Officer with at least ten (10) years of uninterrupted and continuous service as a full-time Officer with another law Enforcement Agency prior to accepting employment with the Town of Norfolk Police Department, and who has successfully completed the Municipal Police Recruit Academy Training Course, said course of training having been accepted by the Massachusetts Criminal Justice Training Council, or other government agency authorized to do so, shall for the purpose of this Section be credited with that service time to combine with time earned with the Town of Norfolk Police Department. If applicable, any Officer who has creditable full-time military service under the provisions of M.G. L. Chapter 32 Section 4 (1) (h) and as defined in M.G.L. Chapter 4, Section 7, that has been paid for, shall for the purposes of this Section be credited with that service time to combine with time served with the Town of Norfolk Police Department.

1st Step: from appointment as a full-time Police Officer to twenty-four (24) months employment.

2nd Step: from twenty-four (24) months to thirty-six (36) months employment.

Sr. Ptl 1: from thirty-six (36) months to forty-eight (48) months employment.  
Sr. Ptl 2: from forty-eight (48) months to sixty (60) months employment.  
Sr. Ptl 3: from sixty (60) months to one hundred and twenty (120) months employment.  
Sr. Ptl 4: from one hundred and twenty (120) months to one hundred and eighty (180) months employment  
Sr. Ptl 5: from one hundred and eighty (180) months to two hundred and forty (240) months employment.  
Sr. Ptl. 6: from two hundred and forty (240) months to three hundred (300) months employment.  
Sr. Ptl 7: from three hundred (300) months to three hundred (348) months employment.  
Sr. Ptl 8: from three hundred forty-eight (348) months to end of employment.

#### Base Pay -Sergeants

The Sergeant's Base Pay shall be the officer's credited status on the classification schedule plus the percentage shown from when the officer was appointed as a regular sergeant.

- 0 – 5 years as a Sergeant - 16%
- 6 – 10 years as a Sergeant – 17%
- 11 – 15 years as a Sergeant –18%
- 16 – 20 years as a Sergeant – 19%
- 20+ years as a Sergeant – 20%

Senior Patrol Officer status shall be granted to Officer(s) with thirty-six (36) months seniority in the department.

A. Officers who work the first half of the evening shift (afternoon shift) shall receive a shift differential pay of \$6.00 per shift. Officers who work the last half of the evening shift (midnight shift) shall receive a shift differential of \$7.00 per shift. Officers who work the daytime shift on a Saturday or Sunday shall receive a shift differential of \$3.00 per shift. Officers who work a swing shift (6:00 p.m. to 2:00 a.m. or 7:00 p.m. to 3:00 a.m.) shall receive a shift differential of \$6.50 per shift.

B. A Full Time officer covered by this Agreement who is assigned as a Police Detective by the Chief of Police shall receive additional compensation as determined by the Town Administrator and/or Board of Selectmen and the Chief of Police.

C. Officers required to serve as shift commander when there is no senior Officer on duty, i.e., Chief, the Deputy Chief, Lieutenant, or Sergeant, will be paid a shift commander's differential, at the Officers credited Senior Patrol Officer status on the classification schedule plus 10% per each shift worked.

D. Any full-time officer who maintains a current EMT certificate for the fiscal year shall receive a payment of \$1,000.

E. Any full-time officer assigned by the Chief of Police as Court Officer shall receive an annual payment of \$1,000..

F. Any full-time officer who is assigned by the Chief of Police, and is actually performing the duties of DARE Officer and additionally maintains and submits yearly certification as required by (MPTC) Municipal Police Training Committee and/or Mass DARE shall receive an annual payment of \$1,500.

G. Any full-time officer who is assigned as a Department Use of Force/Firearms Instructor or any officer who is a Less Lethal Instructor or any officer who is an instructor in the use of the defibrillator and these full-time officers provide training as an instructor as required by the (MPTC) Municipal Police Training Committee or other agencies deemed responsible for monitoring the training for these subjects and maintains and submits yearly instructor certification as required shall receive an annual payment of \$1,000.00.

H. Any full-time officer who is assigned by the Chief of Police, and is actually performing the duties of School Resource Officer shall receive an annual payment of \$1,500.

I. Any full-time officer who is assigned by the Chief of Police, and is actually performing the duties of Armorer Officer, Radio/Computer Officer or Field Training Officer (up to a maximum of 5) shall receive an annual payment of \$1,000 annually.

**ARTICLE XXII - LONGEVITY**

Officers covered by this Agreement shall be entitled to longevity in accordance with the following schedule:

Full Time Service Payment Schedule Months of Service Completed As of 6/30	Lump Sum Payment
0-35	\$ 0
36- 59	\$210
60-83	\$420
84- 107	\$625
108- 131	\$835
132- 143	\$1,050
144- 155	\$1,150
156- 167	\$1,250
168 and over	\$1,665

Said funds to be distributed by the Finance Director.

**ARTICLE XXIII - INCENTIVE PAY**

Regarding officers hired before July 1 2012 the Town, having accepted Chapter 41, Section 108L, of the Massachusetts General Laws, all regular full time officers of the

Police Department who have earned a college degree or earned credits towards such a degree will be entitled to additional compensation in accordance with Chapter 41, Section 108L as amended. Should Chapter 41, section 108L be amended by the Commonwealth to reduce Police Career Incentive benefits, the reduction in benefits shall apply only to new police officers hired after those restrictions or reductions have been implemented. The Town agrees to continue the current level of Police Career Incentive benefits to all officers on the force prior to the restrictions being implemented.

For officers hired after July 1, 2012, those officers will continue moving up the steps until Jun 30, 2017 and then will remain at the step until their years catch up according to where they are being paid on the classification schedule on June 30, 2017 and then follow the classification schedule in Article XXI-Base Pay. All officers hired after June 30, 2016 will follow the classification as stated in Article XXI – Base Pay. Beginning July 1, 2017, all officers hired after July 2012 will receive a college incentive of Associate’s Degree 6%, Bachelor’s Degree 12%, and Master’s Degree 15%. Degrees must be in criminal justice, management, emergency management, or other degrees related to or applicable to criminal justice and must be approved by the Chief of Police for the incentive prior to matriculating.

#### **ARTICLE XXIV - STABILITY OF AGREEMENT**

This Agreement contains and constitutes the entire Agreement between the Town and the Bargaining Unit arrived at through the collective bargaining process and supersedes any and all existing Agreements and understandings between said Town and said Bargaining Unit, and no amendment, extension, or alteration of this Agreement, and no Agreement between the parties which is inconsistent with the terms hereof shall be binding on the parties hereto, unless it is in writing and signed by the parties hereto or their authorized representatives.

The Town shall not be under any obligation to negotiate with the Bargaining Unit any additions or amendments to or modifications or alterations of this Agreement which purport to become effective during the term hereof.

The waiver of any breach or condition of this Agreement by the Town shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement nor shall failure of the Town to insist in any one or more situations upon the performance of any of the terms, provisions, or conditions of this Agreement be considered as a waiver or relinquishment of the right of the Town to future performance of any such terms, provisions, or conditions of this Agreement and the obligations of the Bargaining Unit regarding such terms, provisions, or conditions shall continue in full force and effect.

No provisions of this Agreement shall be retroactive to date prior to the effective date of said Agreement unless otherwise specifically stated herein.

#### **ARTICLE XXV - SEPARABILITY AND SUBORDINATION TO LAW**

Should any provision of this Agreement or of any supplement or amendment hereto be held invalid by any court or administrative tribunal of competent jurisdiction, or should any such provision conflict with or contravene any Federal Law or any law of the Commonwealth of

Massachusetts or regulations promulgated pursuant thereto, such provision shall be null and void, and all other provisions of this Agreement or such supplement or amendment shall remain in full force and effect. If compliance with or enforcement of any such provision shall be restrained by any court of competent jurisdiction, all other provisions of this Agreement and of any supplement or amendment hereto shall remain in full force and effect.

#### **ARTICLE XXVI - FUNDS SUBJECT TO APPROPRIATION**

Where any provision of this Agreement requires the appropriation of funds to effectuate the same, to that extent this Agreement is subject to such action as may be taken by appropriate authorities.

With respect to the appropriation of funds to implement any provision of this Agreement, such appropriation and payment thereof shall be subject to any limitations imposed by law or official rules and regulations.

In the event that the Town Meeting fails to appropriate funds necessary to fund any cost item(s) agreed upon herein, the parties shall renegotiate such cost item(s) hereto.

Except as provided herein, the Bargaining Unit on its own behalf or on the behalf of any member of the Bargaining Unit agrees to take no action by way of submission of articles or requests to any session of the Town Meeting, which would amend, alter or add to this Agreement.

#### **ARTICLE XXVII – DURATION**

This Agreement shall become effective July 1, 2016, and remain in full force and effect until Midnight, June 30, 2019, and from year to year thereafter. Should either party to this Agreement desire to amend or terminate same, such party shall notify the other of its desire to do so by certified, registered or electronic mail not later than October 1st of any year during which this Agreement shall be in effect. After receipt by registered or certified mail or by electronic mail appropriate representatives of said parties shall meet within thirty (30) days at a mutually agreed upon date and time for the purpose of negotiating a new or amended Agreement.

APPROVALS

Signed this 24<sup>nd</sup> day of May, 2016.

TOWN OF NORFOLK  
BOARD OF SELECTMEN

NORFOLK POLICE OFFICERS  
BARGAINING UNIT

\_\_\_\_\_  
Jim Lehan

\_\_\_\_\_  
Michelle Palladini

\_\_\_\_\_  
Scott Bugbee

\_\_\_\_\_  
Tim Heinz

\_\_\_\_\_  
Jeff Palumbo

\_\_\_\_\_  
Tom Degnim

\_\_\_\_\_  
Jack Hathaway  
Town Administrator