



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

The City of Fall River

And

The Fall River Police Association

Affiliated with Massachusetts Coalition of Police as Local 1854

Effective 07/01/2012 – 06/30/2015

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THIS AGREEMENT, made and entered into on this the 1st day of July, 2012, by and between the City of Fall River, acting by and through its Mayor, hereinafter called "the City," "Employer," or "Municipal Employer," and the "Fall River Police Association, Affiliated with Massachusetts Coalition of Police as Local 1854" hereafter called "Association."

PREAMBLE

WHEREAS the parties to this Agreement consider by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of the employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations within the Agreement; and NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I, RECOGNITION

The city recognizes the Association as the sole and exclusive bargaining representative, for the purpose of the collective bargaining relative to wages, hours, and other conditions of employment and for their mutual aid and protection, of and for all permanent police officers, excluding sergeants, lieutenants, captains, deputy chiefs, and the chief of the Police Department of the City of Fall River. The City and the Association agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Association

ARTICLE II, EMPLOYEE RIGHTS

Section 1. Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to the public, to officials of the City and the department, to the members of the City Council of the City of Fall River and the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, Department Official or agent of the City shall:

A. Interfere with the formation, existence, operations, or administration of the Association.

B. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations, or conferences for or in behalf of the Association, or,

C. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

Section 2. The members of the Association Bargaining Committee, not to exceed six (6), shall be granted leave of absence without loss of pay or benefits, for all meetings between the City and the Association for the purpose of negotiating the terms of a contract or supplements thereto.

Association officers, shift and bargaining committee members, not to exceed six (6) in any instance shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and may enter the premises of the Department, at any reasonable time for such purposes, provided they give notice of their presence immediately upon arrival to the person in charge, in keeping with existing Department rules and regulations.

Such officers, shift representatives and Bargaining Committee members who work with any night shift shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section, such adjustment to be made by their Commanding Officer.

Only an emergency officially declared by the Mayor or the Governor, or Chief of Police, shall stay the provisions of this Section.

Section 3. Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following off-duty roll call.

Section 4. The Association shall provide the Department and keep updated, a list of its officers and Bargaining Committee members and of all its shift representatives.

Section 5. Association officers, shift representatives and Bargaining Committee members, up to a maximum total of six (6) in any one instance, shall be granted leave of absence, without loss of pay or benefits, if they so request to attend meetings of the City Council of the City of Fall River, the General Court or other public body, for the conduct of Association business, in an official capacity and shall return to duty within a reasonable time.

Section 6. President of Association. In order to promote communication with the department, the duly elected president of the association shall be granted no less than two (2) days of unassigned time, each and every week, for union business purposes. If, in the opinion of the union, additional unassigned time may be required, the President shall submit a written justification to the Chief of Police who shall approve or deny the request the Chief's decision shall be final.

ARTICLE III, MANAGEMENT RIGHTS

Nothing herein contained shall be so construed as to limit or in any way diminish the inherent rights of management and management's prerogatives are hereby re-emphasized and reasserted, and nothing in this Agreement shall be interpreted as diminishing the rights of the employer to determine and describe the methods and means by which its operation of the police department shall be conducted, except as may otherwise be provided by this Agreement.

ARTICLE IV, NO STRIKE CLAUSE

Section 1.

(a) No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, or slowdown, or any other withholding of services. The Association agrees that

neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, or slowdown, or withholding of services.

(b) Except for the right to strike which is hereby prohibited, all other Association activities are protected.

(c) Nothing shall abridge the right of any duly authorized representative of the Association to communicate with citizens of the Community on issues which affect the welfare of its members.

Section 2.

(a) Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services shall refuse to recognize any picket line established in connection therewith.

(b) Furthermore, at the request of the Municipal Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and 2 of this article, there shall be no liability on the part of the Association nor of its officers or of the agreements contained in this Article by individual members of the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings under Civil Service law and pertinent rules and regulations.

ARTICLE V, STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Association to insist, in any one or more situations upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Association to future performances of any such term or provisions, and the obligations of the Association and the Municipal Employer to such future performances shall continue in full force and effect.

ARTICLE VI, COURT TIME

Section 1. Court Attendance.

(a) An employee who attends as a witness, or in any other officially assigned capacity, in the performance of his/her duty for or in behalf of the Commonwealth or the City, in a criminal or other case (including any civil case which resulted from an official police action) pending in any Superior Court or any Federal Court shall, if he/she is not on duty, be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance, but in no event shall he/she receive less than four (4) hours such pay on an overtime basis.

(b) An employee who attends as a witness, or in any other officially assigned capacity, in the performance of his/her duty for or in behalf of the Commonwealth or of the City, in a criminal or other case (including any civil cases which resulted from an official police action) pending in any District Court or before any State Administrative Agency, shall, if he/she is not on duty, be entitled to

overtime compensation for every hour or fraction thereof during which he/she was in such attendance, but in no event shall he/she receive less than three (3) hours such pay on an overtime basis.

(c) Any employee who is on extended sick leave for a period of more than four scheduled work days shall be reassigned to "C Watch". This administrative watch will have the scheduling of a day shift employee who works a five-day on and two day off schedule. Therefore, an employee who is on extended sick leave for a period of more than four consecutive scheduled work days, upon reassignment to "C Watch" shall not be compensated on overtime basis for court attendance.

Section 2. Travel Time. Travel time allowance for authorized attendance at any court outside the city limits shall be set by the Chief of Police, and paid at the hourly overtime rate of pay.

Section 3. Short-day Option. At the discretion of the commanding officer, an employee scheduled for a court appearance on a short-day, so-called, shall be relieved from duty with pay at 4:00 AM. on the last tour of duty for the purpose of rest and refreshment prior to said court appearance. If manpower prohibits an officer from leaving at 4:00 AM., the Watch Commander shall allow the officer to return to duty at 8:00 P.M. on the First watch. This will be done to insure the competency and alertness of the officer and to promote the public safety.

ARTICLE VII, HOLIDAYS

Section 1. Defined the following shall be considered holidays for the purpose enumerated below:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veteran's Day
Police Memorial Day	Thanksgiving Day
Patriot's Day	Christmas Day
Memorial Day	

or on the following Monday if any day aforesaid falls on Sunday.

Section 2. Holiday Compensation. Each employee shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed on one-fifth of his simple base weekly compensation, including Quinn Bill benefits, guaranteed. Effective July 1, 2011 the holiday pay will be computed on the complete base instead of the simple base compensation.

Section 3. Each employee shall also receive for New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Police Memorial Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Holidays in addition to his regular weekly compensation and the holiday pay guaranteed by the foregoing Section 1, an additional one-half days pay, computed at one-tenth of his complete base weekly compensation, including Quinn Bill benefits, guaranteed.

ARTICLE VIII, DETAILS

Section 1. Procedure. The following procedure will be adhered to in the assignment and recording of all paid police details:

(a) All employees shall be eligible for paid police details, without restriction as to the type of detail or the employee's rank.

(b) Any employee who performs a paid detail not officially assigned by such Extra Paid Detail Officer, or who works at outside employment without sanction of the Chief of Police, shall not be protected by the provisions of M.G.L., 41, Section 100 as amended.

(c) Work-cards shall be kept as the official records of the Department and shall be made available to the Association for its inspection and use upon its request.

Section 2. Penalties or Reprisals. No employee shall be penalized in any way as a result of having worked at a paid police detail, or other form of employment sanctioned by the Chief of Police, if he is absent due to illness or injury, either on the same day, the following day, or on his next scheduled tour of duty subsequent to having performed such scheduled detail of employment

Section 3.

(a) The rate of compensation for paid details may be increased and premium rates set by written notice to the Chief of Police from the Association's Executive Board, in accordance with present practice.

(b) Where a private contractor is performing work under contract with the City of Fall River on a main thoroughfare, and opens the street or obstructs traffic, the City reserves the right to close main thoroughfares. If the City closes a main thoroughfare under these circumstances and the Chief of Police or his/her designee determines there is a need for an extra paid detail officer, the contractor who is performing work under contract with the City shall be required to hire an extra paid detail officer to reroute traffic around the closed main thoroughfare.

(c) The detail rate established under this Section will not be changed before June 30, 2015.

Section 4. The final determination as to when a police officer is required on an extra paid detail shall be determined by the Chief of Police or his/her designee.

Section 5. The City, shall maintain a record of all such Extra Paid Detail assignments and said record shall include an indication as to the number of Details offered to members of the Bargaining Unit and a record of their acceptance or refusal and further an indication of their voluntary or disciplinary removals or suspensions from the detail list. No Officer or other person shall accept any such assignment unless the same is made by the Chief or his/her representative.

Officers shall not be allowed to make up lost work opportunities.

All members of the Police Department shall sign a card indicating their availability to work Extra Paid Details. There shall be no "permanent details" established. (Extra Paid Details shall be distributed equally among all members of the Department)

Section 6. Those members of the Department who are found to be in violation of the provisions of this Article, as to performance of paid details, failure to arrive on time for a detail, or as to procuring "permanent details" in violation hereof shall have their cards removed from the active file of the detail list for a period of time as outlined below. Provided, however, if a person is found to have

violated these provisions, the suspension from the active file shall remain in force until it is determined that there did not exist just cause, and the only remedy shall be to acquire assignments to make up for lost work opportunities. For any violation there shall be a period of thirty (30) days removal from the active file.

Section 7. The City shall supply the Chief or his/her representative copies of all street opening permits issued by the City.

Section 8. All paid police details within the limits of public ways, which shall include utility pole replacement on sidewalks, shall be solely performed by Fall River Police Officers. Retired Fall River Police Officers may be used, if an active Fall River Police Officer is not available for said detail(s). Work performed by city employees shall be excluded from this article.

Section 9. Paid police details will be scheduled for payment in the same manner as overtime. Specifically, once the completed detail slip is submitted to the Chief's Office, payment will be processed within a 14 day period and appear on the next payroll.

ARTICLE IX, INJURED ON DUTY

Section 1. Injured Employees. When a police officer is incapacitated for duty, because of an injury sustained in the performance of his/her duty; becomes so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity provided that no such police officer has been retired or pensioned in accordance with law or for any period after the City Physician determines that such incapacity no longer exists.

A police officer shall not be restricted to his/her residence for the initial injury which gave rise to such leave. If however, the member returns to duty, then subsequently claims a recurrence of initial injury, he/she shall be confined to residence, for duration of sick, injury leave.

Service Connected Disability Retirement and Residency Confinement: If a police officer applies for a service connected disability retirement and is rejected, the member shall have the right to appeal that rejection. If that appeal is denied, the member shall then be confined to his/her residence or return to duty.

Section 2. An employee absent from duty on account of sickness, injury, or disability incurred in the performance of his/her duty shall be entitled to examination and treatment by a physician of his/her own choice. His/her physician shall be afforded full opportunity to consult with the City's Police Department physician prior to any determination by such City physician as to the employee's fitness to resume police duty.

Section 3. In the event that the employee's physician and the City physician disagree as to the employee's ability to perform limited or less than full-time duty, the Director of Human Resources shall arrange for an examination of the Police Officer at the City's expense by a physician selected from a pool of a minimum of five (5) Physicians previously approved by the Director of Human Resources and the Fall River Police Association from the list of doctors qualified by the State Retirement Board. In the event an independent physician is not agreed to within 30 days from the establishment of disagreement between the FRPD physician and the officer's physician, the

independent physician shall be appointed by a physician agreed upon by the parties. Said physician shall be selected by the mutual agreement of the employee's physician and the City physician. The doctor shall examine the employee and render an opinion as to whether or not the incapacity continues to exist and as to whether in fact the police officer cannot perform limited or light duty as assigned by the Chief of Police. A neutral physician's determination shall be binding on both parties. Pending receipt of the neutral physician's determination, the employee shall continue to be granted leave without loss of pay for that period and shall not be required to return to duty.

Section 4. When a Police Officer is incapacitated for duty because of injuries sustained in the performance of his/her duties, he/she shall promptly notify the Chief of Police or such persons as the Chief of Police shall designate.

Section 5. Booking Room. The Chief of Police or his designee shall review and approve all assignments of limited duty personnel to the booking room in order to ensure that said assignment would not place the employee in jeopardy of further aggravating an injury which caused the employee to be placed on limited duty in the first place.

ARTICLE X, LEAVES OF ABSENCE

Section 1. Miscellaneous. Subject to the operating needs of each Division or Section, determined by the superior in charge, and approval by the Chief of Police, leave of absence without loss of pay, shall be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws, a pallbearer, escort, bugler, member of a firing squad or color detail, at the funeral or memorial service of a veteran as so defined, or any person who dies under other than dishonorable circumstances while serving in the armed services of the United States in time of war or insurrection.

(b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws, as a delegate or alternate to state or national conventions or certain veteran's organizations as designated from time to time, during the life of the Agreement by the Mayor.

(c) Inoculation required by the Municipal Employer.

(d) Red Cross blood donations authorized by the Department

(e) Promotional examinations conducted under Civil Service Law and rules for promotion to any position in the service of the Department

(f) Medical examinations for retirement purposes.

(g) Attendance at educational programs required or authorized by the City or its Chief of Police.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days. Days off shall not be recorded as leave days.

Section 3. Death in the Immediate Family.

(a) In the event of the death of a spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or

grandchild (relatives of the half blood shall be considered relatives of the full blood), or other members of the immediate household in the immediate family of an employee who is in active service at the time of such death, or in other exigent circumstances or situations as determined by the Chief of Police, such employee shall be entitled to receive four (4) days bereavement leave, exclusive of days off, without loss of pay for the purpose of attending funeral services and/or arranging for burial.

(b) If an officer is working, he/she shall get one (1) day off for the wake or funeral for an aunt and uncle by blood or marriage.

Leave papers shall be submitted on return from bereavement leave.

Leave without loss of pay under this Section shall not be deducted from any other paid authorized leave or vacation.

Section 4. Police Relief Association, etc.

(a) Employees, not exceeding eleven (11) in number who are elected officials of the Fall River Police Relief Association, shall be granted one day's leave without loss of pay per year, for the purpose of attending its annual dinner meeting, and one day's leave without loss of pay to attend the annual fundraising event.

(b) The Treasurer and Secretary of the Fall River Police Relief Association and a third Officer if the Commonwealth so requires shall be granted leave of absence, without loss of pay or benefits, for meetings with State officials to review the books and accounts of said Association.

(c) An employee who is a member of the Executive Board of the Massachusetts Coalition of Police shall be granted no less than fifteen (15) days leave without loss of pay per year, for the purpose of attending Executive Board meetings of said Association.

(d) Employee delegates to the Massachusetts Coalition of Police annual meeting/conventions shall each receive two days leave without loss of pay per year, to attend same.

(e) In any request for leave of absence pursuant to this Section, documentation for leave must be submitted to the Chief or his designee.

Section 5. Pregnancy-Maternity Leave. Whenever a female employee shall become pregnant, she shall furnish the Chief of Police with a certificate from her physician stating approximate expected date of her delivery. She shall continue to work so long as her physician certifies that she is able to do so and the Chief of Police does not find her work performance impaired. Pregnancy-maternity leave with pay shall be granted commencing with cessation of actual work but not more than three (3) months prior to the expected date of her delivery, and continuing until she is able to return to work after delivery, but not more than three (3) months thereafter. The provisions of this Section shall supersede/amend the sick leave practice provided by this Agreement's "Benefits" Clause.

Section 6. An officer will be granted four days Paternity Leave at full pay for the birth or adoption of his child.

ARTICLE XI, HOURS OF WORK AND OVERTIME

Section 1. Tours of Duty. Hours of Work. Employees shall be scheduled to work on regular tours of duty (work shift) and each tour duty (work shift) shall have the following regular starting and quitting time.

(a) Uniform Division

Day Shift	7:30 A.M. to 4:00 P.M. 8:00 A.M. to 4:30 P.M.
First Watch	4:00 P.M. to 12:00 Midnight 4:30 P.M. to 12:30 A.M.
Last Watch	12:00 Midnight to 7:30 A.M. 12:30 A.M. to 8:00 A.M.
Walking Beats	7:30 A.M. to 4:00 P.M. 4:00 P.M. to 12:00 Midnight 12:00 Midnight to 7:30 A.M.

Employees assigned to the night shift shall rotate from "Last" to "First" Watches on a daily basis. In the event that sickness, furloughs, or other temporary factors deplete required on-duty complements, junior patrol officers scheduled to work on any particular night may be required to work a "First" instead of a "Last" Watch, or vice-versa, provided, however, in no event shall any patrol officer be so scheduled if he/she or any other member of the Uniform Division is assigned to work in any other Division, Section, or Bureau during said "Watch." When a Junior patrol officer is so scheduled, the patrol officer with the least seniority shall be the first to be so assigned.

(b) Major Crimes/Vice Intelligence

Day Shift	8:00A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00A.M.
Last Watch	12:00A.M. to 8:00A.M.

(c) Identification Section

Day Shift	7:30 A.M. to 4:00 P.M.
First Watch	5:00 P.M. to 1:00 A.M.
Last Watch	1:00A.M. to 8:00 A.M.

(d) Staff Services Division

(Captain & Lieutenant Assigned to Day Shift Will Work a 5 & 2 Schedule)

(i) Record Room

7:30 A.M. to 4:00 P.M.
(Sundays: 7:30 A.M. to 12:00 Noon)

(ii) Communications & Jail Property

Day Shift	7:30 A.M. to 4:00 P.M.
First Watch	4:00 P.M. to 12:00 Midnight
Last Watch	12:00 Midnight to 7:30 A.M.

(e) Prosecutor: 8:00 A.M. TO 4:00 P.M.
(Monday through Friday)

Special Services: 8:30 A.M. to 5:00 P.M.
Safety Officer: 7:30 A.M. to 4:00 P.M.

Planning & Inspection:	(Monday through Friday) 8:00 A.M. to 4:30 P.M. (Sundays: 8:00A.M. to 12:00 Noon)
Administration:	7:30 A.M. to 4:00 P.M. (Sundays: 8:00A.M. to 12:00 Noon)

(f) Workday for Officers working the window

Start times for officers working the window: sergeants, lieutenants, clerks and booking officers shall be (1) one hour before first roll call.

Section 2. Day-Off Groups. Requests for Day-Off Changes. All employees shall be assigned a day-off group. Days off so assigned shall be considered "regular scheduled days off." Employees whose regular days off are Saturday and Sunday shall be placed in day-off group 7.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1-2-7	2-3	3-4	4-5	5-6	6-1	1-2-7
2-3-7	3-4	4-5	5-6	6-1	1-2	2-3-7
3-4-7	4-5-7	5-6	6-1	1-2	2-3	3-4-7
4-5-7	5-6	6-1	1-2	2-3	3-4	4-5-7
5-6-7	6-1	1-2	2-3	3-4	4-5	5-6-7
6-1-7	1-2-7	2-3	3-4	4-5	5-6	6-1-7

(Above is a sample of six-week cycle.)

An employee's request for a change of day-off must be approved by his/her Commanding Officer. Once a day-off change is approved, the resulting schedule for the calendar week within which such change was effected shall constitute the requesting employee's regularly scheduled tour of duty, for overtime or other purposes. Said resulting schedule shall not be changed back to the original without the employee's consent.

(a) Four-Two Work Schedule. Unless otherwise provided in this Agreement, the work schedule for all employees shall be four (4) days on and two (2) days off. All work schedules shall be based on the day-off group system set forth in this Section. All employees shall receive not less than one hundred twenty-one (121) regular days off yearly. The regular hours of work for employees shall not exceed forty (40) hours weekly.

Section 3. Scheduling of Overtime. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. The Department shall seek to avoid assigning overtime to employees working on a "short-day." When an officer is held over from the last watch on the short day, the hours worked will be compensated at the overtime rate, and if the officer works beyond 12:00 Noon, the officer will be excused from the scheduled first watch beginning that afternoon. Overtime shall be distributed to employees on a fair and equitable basis, within ranks. In the Uniform Division, the "overtime work-card files," shall be utilized to insure such distribution. When extraordinary circumstances should occur, i.e., within 48 hours of the lifting of a snow ban emergency, major fire, hurricanes, etc., and where manpower requirements necessitate patrol personnel to be taken from their normal assigned duties, "after a

declared emergency” ends, the Chief of Police will evaluate the situation and determine if additional details are required, and if those details will be paid on an overtime basis.

Section 4. Overtime Service. All assigned, authorized or approved service outside or out-of-turn of an employee’s regularly scheduled tour of duty (other than paid police details), including service on an employee’s scheduled day off, or during his/her vacation, and service performed prior to the scheduled starting time for his/her regular tour of duty (except 10 minute roll-calls), and service performed subsequent to the scheduled time for conclusion of his/her regular tour of duty, shall be deemed overtime service, subject to the following rules:

(a) If duty requires an employee to work beyond the normal quitting time of his/her scheduled tour of duty, his/her overtime hours and fractions thereof shall be recorded as they occur, one-half hour or less shall be recorded as a full half-hour; over one-half hour to one hour shall be recorded as a full hour.

(b) If an employee is notified orally or in writing by proper Department authority to report to his/her Division or Section or to any other place, outside or out-of-turn of his/her regularly scheduled tour of duty, and he/she so reports, he/she shall be paid on an overtime basis for all such time, and shall be guaranteed a minimum of four (4) hours of overtime pay therefore.

It is understood that the four-hour, guarantee does not apply when an employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time he/she reports until the starting time of his/her normal scheduled tour of duty, nor if the overtime service involved is a continuation of his/her regularly scheduled tour of duty.

(c) No employee or group of employees shall be required to split their eight-hour daily tours of duty, or to change their regularly scheduled days-off, or to work other than on their regularly assigned tours of duty, in order to avoid the overtime provisions of this Article. Except as provided in Section 1 of this Article, changing an employee’s tour of duty or working hours (from a “Last” or “First” watch, from a day assignment to a night assignment, or from a night to a day assignment) on a day-to-day basis shall be regarded as avoiding the overtime provisions of this Article.

Section 5. Method of Compensation for Overtime Service. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight time hourly rate of pay for each hour of overtime service, or fraction thereof. The straight-time hourly rate shall be computed at one-fortieth of said employee’s regular compensation. Effective July 1, 2009 through June 30, 2010 the straight time hourly rate of pay used in this section shall be the rate in effect on June 30, 2009 including Quinn Bill benefits. Effective July 1, 2010 the straight time hourly rate of pay used in this section shall be the Complete Base rate including Quinn Bill benefits.

Employees may be given compensatory time-off in lieu of monetary compensation for overtime service. The intent of this instant paragraph is not to deny an employee right of case payment for overtime work performed. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

An employee who is required to appear in court or to work overtime during his/her vacation period shall receive, in addition to his/her court-time or overtime pay, a compensatory

day of vacation for each such day, of his/her vacation period, during which he/she is required to appear in court or to work overtime, as additional vacation leave. Vacation leave shall include those days off immediately preceding and following each furlough period, for purposes of court attendance.

Section 6. Comp time that results from overtime: For the purpose of this Article XI, Section 6, it is understood that a compensatory day of vacation which results from a court appearance during a member's vacation as listed in Section 5 Paragraph 3 of Article XI shall not be eligible for payment under these sections. This exclusion of payment eligibility for comp time also applies to members of special Group seven (7).

(a) 40 hours may remain on books;

(b) All hours over 40 shall be used within 6 months of accrual;

(c) Anything less than 40 hours can be surrendered for time or cash at discretion of the officer,

(d) All comp time can be surrendered either for time or cash at officer's option in accordance with subsections a, b, c, of this Section 6.

(e) Any officer taking a regular, non-disability retirement must use all comp days prior to retirement;

(f) Officer shall receive payment for surrendered comp time within two bi-weekly pay periods.

(g) An Officer who retires on a disability retirement or dies, on or off duty, will be reimbursed for any "non-payable" unused accumulated time. If necessary the payment will be to the estate of the officer.

(h) Upon promotion above the rank of Patrol Officer, the City will pay the officer for all accrued cashable compensatory time off at the Patrol Officer's pay rate. Compensatory days granted under Article XI, Section 7 shall not be taken under this provision.

Section 7. Additional Compensatory Days

Effective July 1, 2010

Each bargaining unit employee who was employed during FY-2010 shall be credited with ten (10) administrative compensatory days which he may use as per current practice but may not cash out. In the case of employees employed for only part of FY-10, they shall receive a pro-rata share of the compensatory days.

Effective July 1, 2011

Each bargaining unit employee who was employed during FY-2010 shall be credited with ten (10) cashable compensatory days which he may use as per current practice but may not cash out until on or after July 1, 2012. These compensatory days are not subject to the existing contract limitations on the accumulation of cashable compensatory days. In the case of employees employed for only part of FY-10, they shall receive a pro-rata share of these compensatory days.

Section 8. Any officer not covered by the provision of Article XXXI, who is ordered into work on his/her regular day off, shall receive overtime pay and an additional day off for each shift worked. Officers shall be called in inverse order of seniority.

Section 9. Overtime calculation to include shift differential.

Section 10. When an officer who is going on "days off" is required to work an extra shift, he/she shall receive an extra day off. (LAST DAY ON)

ARTICLE XII, MISCELLANEOUS

Section 1. Bulletin Board. Space shall be provided in Division and Sections, at places of assembly of the employees, for Association Bulletin boards of reasonable size to be supplied by the Association for the posting of announcements relating to Association Business.

Section 2. Copies of Orders. Copies of current general orders, special orders, and personnel orders shall be supplied to the Association, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at time of issuance. The employer further agrees to post any and all new work rules at least 10 days before becoming effective with a copy to the Association except in situations which require immediate or emergency action. Failure to post new work rules shall not occur arbitrarily or capriciously.

Section 3. Separability Clause. Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. No Loss of Existing Benefits. Except as improved herein, all job benefits heretofore enjoyed by employees shall continue under the conditions upon which they have previously been granted.

Except as improved herein, all benefits specified in the published rules and regulations, general and special orders in force on the effective date of this Agreement shall be continued in force for the duration of this Agreement.

No employee shall, as a consequence of the execution of this Agreement, suffer a reduction in such benefits, or be deprived of any benefits or protections granted by the law of the Commonwealth of Massachusetts.

Section 5. Scope of this Agreement. The provision of this Agreement supersedes any conflicting or inconsistent rule, regulation, or order promulgated by the Police Chief. In the event of any statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits to terms of this Agreement, the provisions of such state(s) to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

Section 6. Safety, Health, Welfare, and Protection of the Public. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's supervising officer and may be a subject of grievance thereunder.

No employee shall be required to operate an unsafe piece of equipment of any kind or a motor vehicle which does not comply with state or federal law. All Police cruisers purchased after this agreement shall be equipped with shot gun racks.

Section 7. Health Benefits.

A. Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective April 1, 2012, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Cross Blue Shield Blue Choice, and Blue Cross Blue Shield Network Blue New England) offered by the City shall be changed. Effective April 1, 2012, each of those plans shall include the following co-payments:

<u>SERVICE</u>	<u>CO-PAYMENT</u>
Office Visit	\$15.00
Emergency Room Visit	\$50.00
In-Patient Stay	\$250.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)
Out-Patient Surgery	\$150.00 (but not more than 4 In-Patient Co-Payments in a plan year per individual)
High Tech Radiology	\$50.00
Prescription Drugs	\$10.00 Tier 1 \$20.00 Tier 1 \$20.00 Tier 2 \$40.00 Tier 2 \$35.00 Tier 3 \$70.00 Tier 3 Retail Mail order

1. The City agrees that between April 1, 2012 and June 30, 2014 it will make no further changes to the above described BCBSPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the BCBSPD that it offers to its subscribers. However, nothing in this Agreement shall prevent the City, at any time after February 1, 2013, from commencing the procedures, authorized by M.G.L. c. 32B, Secs. 21-23, to implement changes to the BCBSPD that would be effective on and after July 1, 2014.
2. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be

considered to be physically removed from such collective bargaining agreements, effective April 1, 2012.

3. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.
4. The Parties agree to forego the up to the 25% mitigation, which is outlined in M.G.L. c. 32B §21-23.

The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee, at which time the monthly financial records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.

B. Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

ENTIRE AGREEMENT

This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this agreement Violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

Section 8. Police Work.

(a) Except in an emergency situation (e.g. natural catastrophe), as determined by the Mayor or the Chief of Police, all police work currently performed by Fall River Police Officers shall continue to be performed by such officers and the City shall not engage any other persons to perform such duties. Officers assigned to the Environmental Unit, School Crossing Guards, Auxiliary Police and Retired Fall River Police Officers will continue to perform their current duties.

(b) As a daily routine, no male or female police officer shall be required to perform non-police services or duties except in temporary emergencies.

(c) No female police officer shall be required to perform matron duty except in temporary emergencies. In all other cases the Department shall call in standby matrons to perform this duty. Lunch breaks excepted.

(d) The City agrees that no on-duty employee shall transport police department civilian personnel to and from work, in City-owned (or leased) police vehicles, whether such vehicles are marked or unmarked, except in temporary emergencies.

Section 9. Distribution of Copies of the Agreement. The City agrees to furnish the Association with two hundred fifteen (215) copies of this Agreement for distribution as follows:

Board of Police	3
Office of the Chief of Police	2
City Clerk	1
Corporation Counsel	5
City Auditor	1
Bargaining Agent	1
Association Attorney	2
Association	200

The City will print copies of the contract in the City Hall print shop and will absorb the entire cost.

Section 10. Payment of Dues.

(a) The Employer agrees to deduct membership dues according to the policies and procedures now in effect.

(b) The Employer shall make the deductions required herein and shall remit the aggregate amount deducted to the Treasurer of the Association together with a list of all such employees who have paid said dues in accordance with Paragraph One (1) above. The remittance shall be made at least one time per month.

(c) In accordance with the provisions of M.G.L. Chapter 150E, Section 12, effective thirty (30) days after the beginning of employment with the City, it shall be a condition of employment that all employees in the bargaining unit pay to the Association a service fee equal to the amount required to become a member and remain a member in good standing of the Association. Remittance of the aggregate amount of service fees deducted shall be made to the Association's Treasurer by the City at the same time that Association dues are paid to him/her by the City each month.

Section 11. Court Costs. The reasonable cost of any court action or Board hearing which results in a finding that any provision or provisions of this Agreement have been violated by the City, shall be paid by the City.

Section 12. Dress Codes.

(a) No department dress code shall require the wearing of nameplates.

(b) The following shall be considered acceptable grooming:

1. Sideburns no longer than ear length neatly trimmed.
2. Hair length, neatly trimmed, not to extend beyond the shirt collar, or over the ears.

Section 13. Personnel Parking Facilities. The City agrees to cooperate with the Association in a good faith effort to provide parking facilities within a reasonable distance of the station (to be mutually agreed upon) at all times of the day or evening at no cost to the employees. City and Union to convene said study within thirty days of the signing of this Agreement.

Section 14. Association Office. The Association shall have the exclusive use of one room in the Central Police Station at all times. The Department shall permit the Association use of its copy machine(s) for Association business.

Section 15. In-Service Training. A Joint Committee on In-Service Training shall exist. Said joint committee shall be composed of three (3) Association designees and three (3) City designees, to meet

at mutually agreeable times, but not less often than once monthly, to make recommendations to the Chief of Police and to the Mayor and to the Association relative to the implementation of an in-service training program.

Section 16. Unfair Labor Practices. The Association and the City agree that there shall be no unfair labor practices within the meaning of General Laws, Chapter 150 E.

Section 17. Air conditioning shall be included in all police vehicles.

Section 18. Stress Counseling. The City shall provide at the City expense, counseling services for employees in need of on job stress related counseling. Counseling will be given by mutually agreed upon provider.

Section 19. Officers shall be made aware of all complaints against them within three (3) Days of the complaint being made. However, the provisions of this section shall not apply to a criminal complaint(s) brought against an officer(s).

Section 20. If the department needs a sergeant and there is no police officer on the promotional list, the senior police officer on duty can be utilized to fill the need. The senior officer may refuse the acting time.

ARTICLE XIII, PROMOTIONAL LIST

Section 1. Promotional Lists. The City agrees to and shall,

(a) through its Chief of Police or Mayor, request the Human Resource Division of the Commonwealth of Massachusetts not less than twenty (20) weeks prior to the holding of a promotional examination for sergeant, lieutenant or captain by said Division, to include the Police Department of the City in the group of municipalities to whose police officers said examination shall be given, in order to assure that a valid two year eligible list within the meaning of M.G.L.C. 31, Section 25, for such ranks become effective as soon as is practical and possible after the expiration or upon the expiration of a Civil Service Eligibility list for such ranks, and to insure that each list be forthwith succeeded by another such eligibility list (i.e., that each two (2) year Civil Service list for promotional opportunities for all members of the bargaining unit as the case may be, be forthwith succeeded by another such eligible list). The intent of this paragraph (a) is to insure that the City makes request for promotional examinations in a timely fashion prior to the expiration of an existing two (2) year promotional eligibility list. It is understood that there may be a break in the continuity of said lists and that due to the administrative scheduling of such examinations by the Human Resource Division, there may come a time when there will be no existing list pending establishment of a new such list.

(b) When vacancies occur (but not later than 30 days after a vacancy is created), a Civil Service list shall be requested and the vacancy shall be filled not later than 30 days after receipt of said list by the Chief of Police.

TEMPORARY SERVICE OUT OF RANK

Any member of the Fall River Police Department temporarily assuming the duties and responsibilities of a higher rank for a period of eight (8) consecutive hours or over, shall receive pay of such higher rank at the highest grade provided until relieved of such additional responsibilities.

If a Civil Service list exists for such ranks, the employee on duty who heads such list shall fill the rank except that no employee shall be required to change from a day to a night assignment (or vice versa) or to be sent from one Division to another, or required to change his days off to accomplish the purpose of this Article.

In the absence of a Civil Service list or if no employee on an existing list is available, as provided in this Article, the senior employee of the next highest rank on duty in the Division or Section may temporarily fulfill the duties of the higher rank.

ARTICLE XIV FURLOUGHS (VACATIONS)

Section 1. An employee who is disabled due to sickness or injury, provided that the sickness or injury is not due to outside employment, during his assigned vacation period, or who was disabled prior to this vacation and such disability continued into his vacation period, shall not be charged for such vacation time, provided, however, that the employee shall not automatically extend his vacation, but said unused vacation shall be assigned later in the vacation year or, if necessary, in the next vacation year, at a time convenient to the Department. The employee shall provide a doctor's certificate with respect to said disability. The word "disabled" means lack of fitness to perform the normal duties of a police officer.

Section 2. Present practice of assignment of furloughs by Division Commanders shall continue in full force and effect, except that in the Uniform Division, the patrolman-percentage of personnel to be allowed on furlough during any one period shall be the same for both the day and the night shift; for the purposes of this Section, the night shift personnel complement shall be the sum total of both First" and "Last" watch personnel.

Section 3. Furlough periods shall run from January first to December thirty-first in each year. Vacation time shall be computed as eight (8) full days off for each week's vacation plus regular days off. An employee who retires shall not be required to take his furlough, and all earned compensation, including furlough pay, due him shall be paid to him on the last day following his retirement

Section 4. Employees shall not be required to take vacation during the "prime time" vacation period, but may elect to receive their vacation other than during "prime time." Employees shall not be required to take two (2) consecutive weeks in prime time.

Section 5. Time in Service.

6 months to 5 years	16 days
5 years to 10 years	24 days
10 years to 15 years	32 days
15 years to 20 years	36 days
20 years to 25 years	48 days
25 plus years – one (1) extra day per year	

Section 6. When an Association member is called in to work in a declared emergency during his/her scheduled furlough time, he/she shall gain an extra day's vacation for each tour of duty as determined by the Chief of Police.

Section 7. Officers with two weeks per year may split weeks between primary and secondary time.

Section 8. Any employee shall have the right during the vacation year to elect on the basis of seniority to switch his/her vacation pick with any open vacation slots.

Section 9. Personal Leave. Any employee who has been continuously employed for a period greater than six (6) consecutive months shall be granted two (2) personal day, each contract year this agreement is in effect. Such personal day shall be cumulative from year to year to a maximum of four days. A personal day shall be requested by written notice and received by the department head at least twenty-four (24) hours prior to the intended personal day. Approval shall be based upon adequate staffing levels and shall not be unreasonably denied.

Section 10. After 20 years of creditable service an officer may bank one week of vacation per year, not to exceed 5 weeks. An officer who separates from service for any reason shall be entitled to exchange the banked vacation days for pay along with any other accrued vacation time.

ARTICLE XV, GRIEVANCE PROCEDURE

Section 1. Definition. The term "Grievance" shall mean any dispute concerning the interpretation, application, or the enforcement of this Agreement or any dispute arising out of the powers, rights, privileges, and/or amenities of the City and/or of the Association or a member thereof, or any person or persons employed within the body of the bargaining unit not a member of the Association but represented by the Association as exclusive bargaining agent for the unit

Any grievance or dispute which may arise between the parties shall be settled in the following manner:

Step 1. Grievances shall be first presented by the employee and/or the Association to the Deputy of Operations and/or the Association to the Deputy of Operations and/or to the Deputy of Administration depending on assignment. On request, the employee and/or the Association representative shall be permitted to be excused for the time period necessary to discuss and process the grievances, in addition to the provisions of Article II, Section 2 of this Agreement.

Step 2. If the grievances are not resolved in Step 1, or if said Deputy of Operations and/or Deputy of Administration fails to meet with the employee and/or the Association representative, the grievance shall be submitted in writing to the Chief of Police who shall meet with the Association's Grievance Committee and/or the employee involved, within five (5) days from the time the grievance is submitted to him/her in writing. The meeting so held shall be for the purpose of discussion and an attempt to resolve the grievance. The Chief of Police shall answer the grievance, in writing, within five (5) days after said meeting.

Step 3. If the grievance is not resolved at Step 2, and/or not in writing answered by the Chief of Police within the time limit allowed, the grievance may be submitted in writing to the Director of Human Resources and/or the designee of the Mayor, who shall meet with the Association's Grievance Committee and/or the employee involved, within ten (10) days from the time the grievance

is submitted to him/her in writing, the purpose of said meeting shall be an attempt to resolve the grievance. The Director of Human Resources shall answer the grievance in writing within three (3) days after said meeting.

Step 4. If the grievance is not resolved at Step 3, and/or not answered by the Director of Human Resources within the time limit allowed, the grievance may be submitted to arbitration by the Association, and only by the Association, except as hereinafter set forth in Section 4, by written notice to the Director of Human Resources within thirty (30) days. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree upon the selection of a single arbitrator, the Association may refer the matter to the Massachusetts Board of Conciliation and Arbitration for arbitration in accordance with its rules, or may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made, in accordance with its voluntary labor arbitration rules.

The fee of the arbitrator, and expenses incurred by him/her and those of the American Arbitration Association, if any, shall be shared equally by the parties.

For grievances only, the decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement, or establish new terms or conditions under this Agreement. The dispute as stated in the submission to arbitration of the grievance involved shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. Any of the time limits outlined in this Section may be changed at any time by mutual agreement of the parties involved at each Step.

A grievance of a general nature which affects a group or class of employees, or a policy grievance, may be filed by the Association at Step 2.

Section 2. The written grievance would state in reasonable detail the nature of the grievance and the remedy requested.

Section 3. Employees shall not be disciplined, suspended, terminated, or discharged except for just cause. Any dispute relative to discipline, suspension, termination, or discharge or to matters within the jurisdiction of any Retirement Board established by law of the Civil Service Commission may be subject of grievance and arbitration under the terms of this Agreement, with the option of the employee to proceed at Step 4 of the grievance/arbitration procedure, or may be processed respectively before a Retirement Board and/or the Civil Service Commission; provided, however, an employee may not pursue both remedies in terms of the same dispute.

If an employee elects arbitration, any action previously taken by the City pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his/her election in writing shall constitute the grievance thereunder.

Section 4. Informal Grievances. Nothing contained in this Agreement shall prevent employees from submitting informally grievance matters to their superior officers. Such informal grievances shall be an attempt to resolve these matters within the unit watch and/or division. The Association may at the request of an employee take part in said informal grievances. Nothing shall prevent any employee and/or the Association from filing a formal written grievance thereafter through the above described grievance procedure as set forth in Article XV, Section 1.

ARTICLE XVI, EMPLOYEE INTERROGATION PROCEDURE

No member of the Police Department shall be required or requested, directly or indirectly, to submit to interrogation which could lead to disciplinary action, except in accordance with the following rules:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations would be scheduled for the daytime, and reassignment of the member to day tour of duty in lieu of his/her next regularly scheduled tour of duty may be employed, or said member shall be compensated on an overtime service basis. No member shall suffer loss of pay for time spent under interrogation. If the day of the requested interrogation is a scheduled day off or furlough day for said employee, said employee shall receive overtime compensation plus an additional day off.

2. The interrogation shall take place at the Police Station and shall be conducted by an officer higher in rank.

3. Said member shall be informed of the rank, name, and command of the officer in charge of the investigation, as well as the rank, name, and command of the interrogating officer and all other department personnel present during the interrogation.

4. In the opinion of the Police Chief, if a time delay will not jeopardize the investigation, said member shall be informed of the nature of the investigation at least 12 hours prior to any scheduled interrogation, including the name of the complainant(s). The address of the complainant(s) and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member being interrogated is a witness only, he/she should be so informed at the initial stage, and no statement, oral or written, given or requested of him/her, may, at any later point or stage, be used as the basis of any misconduct or other charges against him/her. If such statements or any information thereby acquired is used in any way against said member, any charge emanating therefrom shall forthwith be dismissed and quashed.

5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. Said member shall be afforded full time and opportunity to have access to his/her notes and any witnesses to refresh his/her recollection as to the alleged charges of misconduct, and/or the incident in question, and this prior to any interrogation.

6. Said member shall not be subjected, during said interrogation, or any time prior outlined thereto, to any offensive language, nor shall he/she be threatened with transfer, dismissal, reassignment or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

7. The complete interrogation of a member of the force may be recorded mechanically or electronically or by a department stenographer. Said member shall be given an exact copy of any written statement he/she may execute, and, if formal charges are preferred against him/her, he/she shall, at his/her request, be given an exact copy of said interrogation, at no cost to him/her.

8. In all cases wherein a member is to be interrogated he/she shall be afforded, if he/she so requests, an opportunity and facilities to contact and consult privately with counsel and/or a representative of the Association before being interrogated, provided the interrogation may not be postponed for purposes of counsel and a representative of the Association past 10:00 A.M. of the day following the scheduled day for the interrogation, unless a later date is mutually agreed upon.

Counsel, if available, and said Association representative may be present during the interrogation of said member; and counsel at all times may be a participant in such proceedings.

9. If a member of the Department is under arrest, it is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the Miranda decision.

10. The refusal by an officer to answer questions as permitted by applicable law may result in disciplinary action.

11. "Interrogation" hereunder shall mean oral interrogation. Nothing hereunder shall prevent the Department from requiring written reports within 24 hours after such request or later by mutual agreement.

12. Due Process Law. The City agrees through the Chief of Police, in accordance with the provision of Chapter 31, Section 41, MGL shall appoint the City Director of Human Resources or his/her designee to serve as hearing officer(s) for the department regarding disciplinary action taken against members of the bargaining unit during the term of this agreement.

ARTICLE XVII, PERSONNEL FILES

(a) Employees shall not have entered in their personnel files negative review, reports, and/or criticisms unless it is first shown that the employee has received prior instruction, training, or direction on the matters being review, reported, or criticized. A written verification of the facts and dates of the training instruction and/or direction received by the employee must be placed into the personnel file simultaneously with or before any negative review, report, and/or criticism can be placed into the personnel file.

(b) An employee shall have the right to read and inspect any matter placed in his/her personnel file. Before any document may be placed in an employee's file, the employee must sign a verification that the same has been shown to the employee and been reviewed by the employee. The employee shall have the right to enter a "response" or explanatory "statement," to be entered in the personnel file, along with each and every document entered into his/her file, if an employee should refuse to sign an acknowledgment of review of a document properly presented to the employee, a superior officer may enter a certified statement into the personnel file that the employee was properly presented the matter and/or document and has refused to sign and/or acknowledge the same.

(c) No matter may be placed into a personnel file unless it is done within a reasonable time after occurrence of that matter. This provision is to insure that any reviews, reports, and/or criticisms are made at the time of the alleged occurrence. It is further understood that this provision is intended to prevent the employer from entering a review, report, and/or criticism into the personnel file of an employee on matters which were not raised or developed at the time when the occurrence first became known by superior officers and/or the employer. This shall not prevent the employer from taking action on matters which were not known, at the time of occurrence by superior officers and/or the employer.

1. No old matters or issues not previously properly entered in the personnel file may be raised, used, or considered in disciplinary matters.

2. No cumulative reports on the performance of an employee by superior officers may be written, raised, used, or considered in disciplinary matters unless each and every item in said report has been previously documented and properly entered into the personnel file. Any matters which had not been previously and properly entered into the personnel file must be stricken from any report before said report shall be read, used, or considered by the person(s) considering the disciplinary

matters.

(d) Time Limits on Use of Discipline.

Records of discipline may not be used as a basis for future discipline beyond the foregoing time limits so long as the police officer has not received additional discipline for a similar infraction(s) during the time limit: i. written reprimand, one (1) year; ii. Suspension of five (5) days or less, two (2) years; iii. Suspension of more than five (5) days, five (5) years.

ARTICLE XVIII, UNIFORMS

Uniforms or clothing destroyed or damaged in the line of duty shall be repaired or replaced at City expense, in accordance with present practice. Uniforms and/or equipment lost as a result of neglect or negligence shall be replaced at the employee's expense.

The City shall furnish to all newly hired employees, and shall replace for all employees where necessary such equipment as required by the Department, including, without limitation, duty weapons, holsters, handcuffs, handcuff case, mace holder, nightsticks, nightstick holder, badges, insignias, belts (garrison and traffic), and cartridge case.

ARTICLE XIX, WAGES

1. General Wage Increases:

July 1, 2012	2.5% General Increase
July 1, 2013	2.5% General Increase
July 1, 2014	2.5% General Increase

2. Field Training Officer:

The Field Training Officers will be paid 5% above the patrol officer's maximum rate once an employee is assigned by the Chief Of Police and trained as a Field Training Officer. There will be no more than twenty (20) officers assigned as Field Training Officers. The assignment to Field Training Officer is at the Chief Of Police's authority and is not subject to Article XV, Section 1, Grievance Procedure, of the Collective Bargaining Agreement.

3. Twenty Year Wage Step:

All of an officer's creditable service as defined by M.G.L. c. 32 and accepted by the Fall River Retirement Board shall be used in calculating "20 or more years of service" for purposes of eligibility for the 4% wage premium set forth in this Article. The officer must have the creditable service recorded by April 1 of any year in order to utilize the service in the following fiscal year.

4. Accreditation:

The union agrees to co-operate with National Accreditation, (CALEA), to include allowing our members to be evaluated in the performance of their duties. The members' immediate supervisor, on a semi-annual basis, will conduct these evaluations.

The completed evaluation forms will be kept in the Office of Accreditation and will only be used to satisfy the minimum requirements of CALEA. The completed evaluation forms will not be shared with outside agencies, be used for assignments, promotions, discipline, or any other subject besides the minimum requirements of CALEA. The evaluation format will not expand or broaden without further negotiations between the city and the union.

An appeal procedure will be established if a member disagrees with any section of his/her evaluation. For the union's co-operation with National Accreditation, each member will receive a 1% general wage increase on July 1, 2012, a .50% general wage increase on January 1, 2013, and a .50% general wage increase on July 1, 2013.

For the union's co-operation with National Accreditation, members with 20 years of credible service will be granted six weeks of furlough. Effective July 1, 2012 there will be one base rate of pay to include Quinn Bill benefits.

After twenty years of credible service a member may bank one week of furlough per year, not to exceed five weeks. Amending Article XIV Section 10 of the current collective bargaining agreement.

This provision on accreditation will not terminate if the city is unable to retain National Accreditation.

NIGHT SHIFT DIFFERENTIAL

Employees who are regularly scheduled to work night shifts (First Watch, Last Watch), or who work any shift or tour of duty commencing after 3:59 p.m. and ending at or before 8:00 a.m., shall receive, in addition to their regular weekly compensation, a night shift differential equal to 5 percent of the regularly weekly compensation, said 5 percent shall be computed on the simple base pay step, including Quinn Bill benefits, applicable to each individual officer. Effective July 1, 2011 the complete base will be used in place of the simple base for computing the night shift differential. Such night differential shall not be included in base pay for purposes of determining court time pay, or holiday pay, but shall be included in base pay for purposes of determining overtime pay, vacation pay, sick pay, bereavement leave, and injured leave pay, and shall be included in base pay pension/retirement purposes. Officers who are temporarily assigned to days shall continue to receive their night differential while on temporary assignment.

DIRECT DEPOSIT

Effective when agreed to by all City unions, employee compensation shall be paid by direct deposit. Employees will be required to furnish the City with an account name, account number, and bank routing number to enable the direct deposit.

ARTICLE XX, INDEMNIFICATION

Section 1. The city agrees to defend any employee who, as a result of any police action, is being sued civilly or charge criminally. Such defense shall be provided at no expense to the employee in accordance with the provisions of Chapter 258, Section 13 of the Massachusetts General Laws.

Section 2. The City Corporation Counsel or designee shall provide employees with a legal defense in any civil or criminal proceeding arising out of any act or omission within such employee's scope of employment. In the event the Corporation Counsel determines there is a reasonable likelihood that a judgement rendered against such employee may not be indemnified by the City pursuant to Section 1 hereof, the Corporation Counsel shall designate an outside attorney to represent such employee at the City's expense.

Section 3. Employees are required to provide reasonable cooperation to the City in the defense of any claim against the City, its officers, or employees.

ARTICLE XXI, ASSIGNMENT, TRANSFER AND COMPLEMENT

Section 1. Day and Night Seniority Assignments.

(a) Assignments of all employees subject to this Agreement, to day or night watches in the Uniform Division, shall be made on the basis of seniority except in cases of emergency or illness. Senior employees shall be assigned to the day watch. An employee shall have the option to refuse such day assignment

(b) Assignment, transfers, and officer complement priorities. For the purpose of this section, Jail-Property-Communications Sections shall be considered part of the uniform Division. Transfer between Staff Services and the Uniform Division shall not be allowed without the slot being posted for ten days and the slot filled on the basis of seniority.

(c) Seniority to mean department wide seniority.

ARTICLE XXII, QUINN BILL

Section 1. It is understood and agreed that in the event that General Laws, Chapter 41, Section 108L is underfunded, repealed, or amended by the Commonwealth of Massachusetts or its acceptance rescinded by the City, members of the bargaining unit who were employed by the Fall River Police Department on July 1, 2009 shall continue to receive the education incentive pay and percentages they were receiving prior to July 1, 2009 as well as the education incentive pay and percentages they may be entitled to receive after July 1, 2009 in accordance with Chapter 41, Section 108L had Chapter 41, Section 108L not been underfunded, repealed, or amended, and the City shall pay the entire amount thereof. It is the intent of this section to guarantee to the employees described within this subsection 100% payment of the education incentive pay benefits as a contractual benefit, notwithstanding any subsequent appropriation or legislation that might affect Chapter 41, Section 108L or the City's reimbursement by the Commonwealth. Such education incentive pay benefits shall be no less than 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement, 20% for a Baccalaureate degree in law enforcement, and 25% for a Master's degree in law enforcement or for a degree in law.

For employees who were not eligible for inclusion within the program set out in General Laws Chapter 41, Section 108L ("Quinn Bill"), the City will pay them a base salary increase of five per cent (5%) upon attaining an associate's degree in law enforcement or sixty points earned to a baccalaureate degree in law enforcement, a ten per cent (10%) increase upon attaining a

baccalaureate degree in law enforcement, and a twelve and one-half per cent (12.5%) increase upon attaining a master's degree in law enforcement or for a degree in law. In all other respects (eligible degrees, time of payment, etc.) employees covered under this paragraph shall be treated the same as employees covered under the Quinn Bill as of July 1, 2009.

Section 2. Educational benefits under this Article shall be paid: in two (2) installments and shall be paid no later than June 30th and December 31st of each calendar year during the life of this Agreement; or in 26 biweekly payments.

Section 3. Probationary Officers shall not receive payment for educational incentive while serving their probationary period.

Section 4. Payment will be allowed only upon submission of a certified copy of the officer's transcript along with a copy of his/her degree. The aforementioned documentation shall be submitted to and approved by the Chief of Police and forwarded to the Director of Human Resources.

ARTICLE XXIII, SICK LEAVE

Section 1. An employee after using a total of six (6) days of undocumented sick leave (of three or less days) in any 12 month period, may be required by the Chief, after notice, to submit a physician's certificate for each subsequent sick leave absence during the remainder of such 12 month period. Failure to submit a physician's certificate for each subsequent sick leave absence may result in loss of pay for said undocumented sick leave. An employee so required by the Chief of Police to submit a physician's certificate will be required to report to the department physician for examination and issuance of said certificate, or if the department physician is not available, the Chief of Police may direct the employee to report to a doctor of the Chief of Police's choice. The cost of such examination shall be paid by the City. In lieu of being examined by the department physician or a doctor of the Chief of Police's choice, the employee may submit a certificate of his/her own physician at his/her own expense. Upon an officer's use of a seventh undocumented sick day in any twelve month period, the officer will lose one of the personal days annually accrued under Article XIV, Section 9. Upon an officer's use of a twelfth undocumented sick day in any twelve month period, the officer will lose another of the personal days annually accrued under Article XIV, Section 9. Compensatory days granted under Article XI, Section 7 shall not be taken under this provision. The six days of undocumented sick leave referred to above shall be available to the officer for family illness. The days of undocumented leave, whether taken for personal illness or family illness, will count toward forfeiture of personal days. The restrictions of Section 2 shall apply to the officer taking such leave for family illness.

Section 2. When a police officer is out sick for a short or long term and he/she leaves his/her residence that officer shall call the station house and notify the department of time he/she is leaving the house, destination, and as soon as he/she returns shall again call the station house. If the department calls the employee's home and receives no answer and the record does not indicate that the officer notified the department he/she was leaving the residence, only then shall a home visitation be made by the department as soon as feasible. If the officer is found not to be at home appropriate action shall be taken.

SICK LEAVE INCENTIVE

Section 3. Administrative Leave.

A. An employee who is not out sick for a period of three (3) consecutive months shall receive one (1) day off with pay. The three-month period shall be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Reasonable notice of day off request shall be given to the department. Administrative leave request for a particular day shall be granted according to officer complement levels, but shall not be unreasonably denied.

B. Paternity Use of Administrative Leave. An employee who receives administrative leave under the provisions of Section 3, subdivision A of this Article may accrue a total of three (3) days administrative leave to be credited to, and used by, the employee at the time his spouse gives birth provided, however, that the Chief of Police may cancel said leave by declaration of an emergency condition or disaster.

C. Sick Leave Incentive. If an officer is injured on the job, the sick leave incentive shall continue to accrue while the officer is out on leave.

SICK LEAVE VACATION

Section 4. Vacation Leave shall continue to accrue during an employee's absence while on injured leave, sick leave, or other compensable leave.

Members of the bargaining unit who are absent on injured leave, sick leave, or other compensable leave for one (1) year or longer shall not accrue vacation leave.

Members of the bargaining unit whose absence spans one (1) year or longer over two (2) calendar years, shall upon return to duty have his/her vacation pro-rated to reflect the absence during the two (2) year calendar period.

Section 5. Surgeon Cards. An employee absent from duty for more than four (4) days on sick leave or injured leave shall submit to the Police Department a doctors certificate stating his/her diagnosis and prognosis, with his/her estimate of the duration of sick leave or injured leave. Thereafter, a similar doctor's certificate shall be submitted each thirty (30) days, and upon the employee's return to duty, he/she shall also submit to the Police Department a doctor's certificate of fitness to return to full duty.

ARTICLE XXIV, DURATION

Section 1. The term of this agreement shall be effective July 1, 2012, or at such later date as to certain provisions thereof, as may be specifically referred to in this agreement. This agreement shall remain in full force and effect until 11:59 P.M. on June 30, 2015, or until a new contract is duly executed. On or after January 1, 2015, either party may submit its proposals for a new agreement to be effective on the termination of this agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

Section 2. This agreement shall continue in full force and effect until successor agreement is executed.

ARTICLE XXV, DRUG TESTING

The Fall River Police Department shall have a drug testing program, to be conducted in the manner set forth below:

Section A: Reasonable Suspicion

(1) Sworn officers shall be required to submit to drug tests if there is reasonable suspicion that the officer is using or under the influence of drugs. "Reasonable suspicion" shall be defined as follows:

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

(2) The Chief of Police, or his designee (in his absence), shall be the appropriate Department official to initiate the order to submit to drug testing. Although the officer must submit the sample prior to the review committee's determination (see #3 below), the sample shall not be tested until and unless the review committee finds "reasonable suspicion" as defined in #1 above.

(3) A review committee shall be established for the purpose of determining whether the Chief had reasonable suspicion to order the drug test. The committee shall be composed of a representative selected by the Chief, one by the Union, and a third member selected by the first two. If the review committee members are unable to reach agreement on a third committee member within 14 days, the third member shall be a retired judge of Bristol County agreed upon by the parties. The review of the Chief's directive must be completed within 24 hours; however, the officer must submit the sample prior to the review committee's determination. The review process shall be an informal one and the Committee's determination shall be final and not subject to the grievance/arbitration procedures.

(4) The testing shall be performed at a reputable medical facility, after consultation with the association. Said medical facility shall collect the specimens and shall be required to maintain documentation of its chain of custody.

(a) The officer shall be advised of the specimen collection procedure.

(b) The officer shall observe the medical facility's labeling procedures as follows:

- 1) Each specimen shall be placed in individual containers, including a split sample, and shall, in the presence of the officer, be sealed, labeled, and initialed by the officer.
- 2) The officer shall be given a drug screening information sheet prior to the testing which shall permit the officer to make note of any prescription and/or over-the-counter drugs taken within the last 90 days. This information sheet shall be used by the medical facility in making its findings.
- 3) The medical facility shall provide the officer with access to a "split sample" which the officer may have forwarded for testing to a laboratory of his own choosing. The split sample shall be processed in accordance with acceptable medical laboratory procedures and costs shall be borne by the officer.

(c) The medical facility/laboratory shall determine (1) the specific testing methodology to be used in performing the initial screening and/or the confirmatory test, (2) the panel of drugs to be tested, and (3) the detection level for the substance tested.

(d) The Chief shall be notified of the final test results and shall then immediately notify the officer.

(5) Any officer who tests positive shall be provided the opportunity to enroll in a rehabilitation program, except in those situations in which the officer used, sold, or purchased drugs while on active duty. In these situations, the officer may be subject to discipline.

a) The rehabilitation program must be designed by the officer to be approved by the Department's physician. The expenses of the rehabilitation program will be borne by the individual officer.

b) If the officer refuses to participate in the rehabilitation program, he/she may be discharged, subject to his/her statutory appeal rights.

c) The officer, while enrolled in the rehabilitation program, must comply with all the requirements and regulations of the program; failure to so comply shall subject the officer to discharge, subject to statutory appeal rights. The officer must provide periodic reports of the progress of the rehabilitation program to the Chief. The officer may be permitted to use sick leave or to request leave without pay while enrolled in the program.

(6) The officer who successfully completes the rehabilitation program, which is appropriately documented by a physician, and who returns to work shall be subject to random testing for a period of up to one year. If the officer subsequently tests positive, then the officer may be immediately disciplined, up to and including discharge, subject to statutory appeal rights.

Section B: Annual Drug Testing

Each fiscal year, beginning on July 1, 2014, the Employer may conduct drug tests of up to twenty-five percent (25%) of the employees in the bargaining unit. The annual drug testing shall be conducted under the following guidelines:

- a. All employees to be tested shall be tested no more than thirty (30) days before or thirty (30) days after his/her birthday.
- b. All employees tested shall be chosen at random by a private vendor with experience and expertise in employee drug testing;
- c. All testing shall be performed in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs with respect to form of testing, specimen collection, testing procedures, procedures for declaring a test positive/negative, and testing laboratories;
- d. Drugs for which employees will be tested are the following: amphetamines, barbituates, benzodiazepenes, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, propoxythene, steroids, and synthetic opiates.
- e. Employees with a valid prescription for any of the tested drugs shall be considered negative for such drugs;
- f. The consequences of a positive drug test shall be the same as those specified in Section A, above.
- g. In consideration for this Section B, each member of the bargaining unit shall receive a \$200 stipend on the first payroll after July 1 and an additional \$200 on the first payroll after January 1 of each year, beginning with fiscal year 2015.

ARTICLE XXVI, RESULTS OF ORAL EXAM

An officer who was denied a promotion may request the Chief to provide the reasons why he/she was denied the promotion and the Chief shall provide the reasons to the requesting officer.

ARTICLE XXVII, REOPENER

In the event the City negotiates a higher across the board wage increase for any non-school municipal union than indicated above, the union may, at its option, notify the city of its desire to reopen negotiations on the subject of the wage increase in dispute and on no other subject.

ARTICLE XXVIII, ON CALL COMPENSATION

Police officers working in MCD, IIT, Professional Standards, canine officers, Court Liaison Officers, Accident Reconstruction Team and Crime Prevention Identification Bureau shall receive four (4) hours compensatory time for each week of on-call duty.

ARTICLE XXIX, SPECIAL LONGEVITY

Employees with 26 or more years of service in the Fall River Police department as of July 1, 2009 who have not elected to be Class #1 employees shall be Class #2 employees. The following provisions of this agreement shall not be applicable to the Class #2 employees: the 10 compensatory days effective on July 1, 2010; the 10 compensatory days effective on July 1, 2011; the 3.0% general wage increase effective January 1, 2012; and the 4.0% wage increase effective on April 1, 2012. For the duration of this contract Class #2 employees shall be paid the wage rate set forth for July 1, 2010 .

The effective date for the Longevity/Proficiency step increases set forth in this Article shall be January 1 of each year. The Proficiency/Longevity scale for purposes of payment of a total annual benefit upon separation shall be:

Longevity:

YEARS OF SERVICE	AMOUNT
5	\$200.00
10	\$400.00
15	\$600.00
20	\$800.00
25	\$1,000.00
28	\$2,000.00

Proficiency

YEARS OF SERVICE	AMOUNT
0-4*	\$200.00
5	\$700.00
10	\$950.00
15	\$1,250.00
20	\$1,600.00
25	\$2,000.00

* Effective July 1, 2014 officers who have completed their probationary period will receive annual Proficiency Pay of \$200 in their base pay until the completion of their fourth year of service measured from the completion of their probationary period.

Date:

FOR THE CITY

FOR THE UNION

William A. Flanagan, Mayor

Michael Perreira, President

Sean Cadime, Administrator

Nelson Sousa, Vice-President

Madeline Coelho
Director of Administrative Services/
Human Resources

Peter Daluz

Gary P. Howayeck
Assistant Corporation Counsel

Michael Pessoa

Daniel Racine, Chief of Police

Michael McConnell

David LaFleur

Approved as to form and manner
of execution

Corporation Counsel

Complete Base Salary Rates

Bi-weekly

Step	7/1/13	7/1/14 (+2.5%)
1	1833.26	1879.09
2	1914.22	1962.08
3	1995.17	2045.05
4	2048.15	2099.35
5	2101.02	2153.55
5 yr	2139.08	2192.56
10 yr	2158.10	2212.05
15 yr	2179.26	2233.74
20 yr	2290.61	2347.88
25 yr	2317.00	2374.93
28 yr	2361.00	2420.03

For Officers who have completed probationary period
and qualified for \$200 proficiency pay.

Step		7/1/14 (+2.5%)+\$200
1		1886.75
2		1969.74
3		2052.71
4		2107.01

June 13, 2008

Michael Perreira, President
Fall River Police Association, MCOP Local 1854
685 Pleasant Street
Fall River, MA 02721

RE: Educational Benefit

Dear President Perreira,

This letter will constitute a "side letter" to the current agreement between the City and the Fall River Police Association:

Officer Linette Dispirito shall be entitled to annual educational benefits of \$400 in addition to her regular annual wage for her non-law enforcement degree. This officer shall no longer be eligible for this benefit if and when she qualifies for payment of benefits under the Quinn Bill.

Sincerely,

Madeline Coelho (signed)
Director of Human Resources

Approved & Agreed: Michael Perreira (signed)
Michael Perreira, President

May 3, 1985

Fall River Police Association
c/o Joseph Millerick, President
Police Headquarters
Fall River, MA 02720

Dear Sirs:

This side letter of agreement is executed in accordance with the provisions of the recently executed collective bargaining agreement between your Association and the city, for the three (3) year term commencing July 1, 1984.

Notwithstanding the provisions of City Ordinances or of C. 41, Section 99A, all regular members of the Police Department represented by your Association who were first appointed before July 1, 1984, except as hereinafter set forth, may reside any- where outside of the limits of the City of Fall River, within the Commonwealth. Such members who were first appointed before July 1, 1984, who were promoted prior to July 1, 1984, or who have been or may be promoted on and after such date may similarly reside anywhere outside of the limits of the City of Fall River, within the Commonwealth.

Permanent intermittent police officers in the employ of the City of Fall River as of this date who hereafter are appointed as permanent regular members of the Police Department shall also be entitled, upon their appointment or in the event of their future promotion to superior officer ranks, to reside anywhere outside of the limits of the City of Fall River within the Commonwealth.

The provisions of this side letter shall be subject to the grievance/arbitration provisions of said collective bargaining agreement, and shall, by this reference, be deemed a part of said agreement for all purposes.

Very truly yours,

Agreed to by:

City of Fall River
Carlton Viveiros
Mayor

Fall River Police Association
Joseph F. Millerick (signed)
President

August 6, 1999

Mr. Michael Troia
President
Fall River Police Association
685 Pleasant Street
Fall River, Ma 02722

RE: CO 95-9 Sick Leave

This letter will constitute a "side letter of agreement" to the current agreement between the City of Fall River and the Fall River Police Association to clarify the intent of the parties to the agreement.

The chiefs order 95-9 dated February 23, 1996 concerning use of sick leave is replaced by Article XXV1 Sick Leave Guidelines Section 1 of the current agreement. CO 95-9 is no longer applicable.

Sincerely,

Robert L. Connors
City Administrator

Approved and agreed Michael Troia (signed)