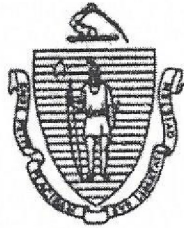


- A. The Sheriff's Office shall systematically determine the staffing requirements and workload ratios for all categories of personnel. This is to ensure that inmates have reasonable access to employees, support services, programming and that adequate inmate supervision exists. Staffing requirements shall be determined by inmate population levels, accepted correctional practices, budget appropriations and the needs of the inmates (i.e. medical, programming, security, etc.)
- B. The Superintendent or designee shall conduct an annual Staffing Analysis which shall review the calculation of a shift relief factor for personnel assigned to essential positions within the correctional facilities. This analysis shall factor overall employee performance and efficiency, as well as vacations, days off, sick leave and shift relief, etc. The Staffing Analysis shall also conform to the requirements of the National PREA Standards (§115.13). The Staffing Analysis shall be updated, as necessary, throughout the year.
- C. In accordance with contractual agreements between the Sheriff's Office and its Collective Bargaining Units, all Sheriff's Office positions shall be "as assigned". The Sheriff's Office reserves the right to create and modify overall work and vacation schedules of its employees to meet the needs of the agency.
- D. As a general rule of operation, the Sheriff's Office shall assign at least one (1) male and one (1) female Correctional Officer on duty whenever inmates of both genders are housed within the same correctional facility.
- E. The Sheriff's Office shall select, assign and/or transfer employees based on the needs of the agency and the ability of the employees to perform specific job assignments.
- F. The Sheriff's Office may appoint provisional employees for short term, full-time or part-time work, in special or emergency situations. (See section 03.01.28)



THOMAS M. HODGSON
SHERIFF

THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE BRISTOL COUNTY SHERIFF

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BRISTOL COUNTY SHERIFF'S OFFICE

09.01.00

PERIMETER AND SECURITY CONTROLS

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- R. **STRIP SEARCH:** A visual examination of an individual's naked body for weapons, contraband and physical abnormalities. This also includes a thorough search of the individual's clothing while not being worn. A visual contraband inspection of a person's oral, anal and vaginal cavity may be conducted during a strip search. Strip searches shall be conducted by a qualified professional who is the same gender as the person being searched. The strip searching of a juvenile is prohibited.
- S. **VEHICLE TRAP:** An enclosure located within the perimeter wall or fence of a correctional facility. Vehicle traps shall contain gates and doors at both ends, but only one door opens at one time. Vehicle traps are designed so that no breach in the perimeter security should exist when vehicles enter or exit a secured facility perimeter. Also known as a sally port.

09.01.02 GENERAL OPERATIONAL PROCEDURES

- A. The Sheriff's Office shall maintain external and internal security controls for its correctional facilities and grounds. These controls shall include the following:
1. Establishing security posts and positions which shall be continually staffed with qualified personnel;
 2. Establishing written post orders for each assigned security post which shall be annually reviewed;
 3. Maintaining a Control Center at each correctional facility that is secure, well equipped and continually staffed;
 4. Maintaining staff observation, supervision and interaction with inmates;
 5. Providing access onto Sheriff's Office property, unless there is reasonable suspicion to prohibit such access;
 6. Providing one Security Reception Area at each correctional facility for processing persons entering and exiting the secured facility perimeter;
 7. Searching of persons, their property and their vehicles while on Sheriff's Office property;
 8. Denying a person inside a secured facility perimeter without proper authorization and search;
 9. Conducting routine security inspections and searches throughout the correctional facilities and grounds;
 10. Recording routine and emergency situations with logbooks, Incident Reports and/or other methods of written and electronic documentation.
- B. The Sheriff's Office shall provide the means, staffing and resources necessary to maintain a secured facility perimeter at each correctional facility. Access into and out of a secured perimeter shall be controlled at all times. All inmates shall remain within a secured facility perimeter, unless so authorized.
- C. The Sheriff's Office shall ensure that each correctional facility provides for continuous personal interaction between staff and inmates, especially within their living areas. Inmate housing units, cells, rooms, dayrooms, recreation spaces, etc. shall be visually and/or electronically observed by correctional staff.

09.01.03 SECURITY STAFFING PROCEDURES

- A. The Sheriff's Office shall maintain sufficient security staffing levels to prevent or minimize events which may pose a risk of harm to persons and/or property. These procedures shall be followed:
1. Trained personnel shall provide around-the-clock supervision of all inmates;
 2. When males and females are housed in a facility, at least one male and one female staff member shall be on duty at all times;
 3. Correctional Officers shall be assigned to posts that prevent one or more inmates from exerting control or authority over other inmates;

4. Correctional Officers and other staff shall remain active, mobile and in personal contact with inmates, as assigned;
 5. Correctional Officers shall not vacate their posts unless properly relieved, nor enter unauthorized areas, unless required to do so;
 6. High security and special management inmates shall be observed by appropriate personnel at least every 30 minutes, but on an irregular schedule;
 7. Employees shall not enter a high security housing unit without the availability of immediate assistance from another employee;
 8. More frequent observation shall be required for those inmates who are violent, mentally disordered or who demonstrate unusual or bizarre behavior;
 9. Suicidal inmates shall be placed under continuous observation (one-on-one observation) by Correctional Officers, medical staff or other appropriate personnel, as determined by the Superintendent or designee;
 10. Correctional Officers and other employees shall remain impartial and consistent regarding their actions towards inmates. Favoritism towards one or more inmates is prohibited. Indications of staff favoritism should be reported to the Superintendent or designee as soon as possible.
- B. The Superintendent shall complete an annual staffing analysis for the Bristol County correctional facilities. The analysis shall be used as a management guide to help determine the duties, locations and adequate staffing levels for security posts, as well as help determine overall security needs. Essential posts and positions, as determined by this staffing analysis, shall be consistently filled with qualified personnel. In preparing this annual analysis, the following consideration shall be made:
1. Relief factors shall be calculated for each security post;
 2. The need for new or additional facility video monitoring equipment shall be determined;
 3. Judicial findings of inadequacy from federal investigative agencies or internal/external oversight bodies shall be implemented;
 4. A facility's physical plant, including blind spots or areas where staff or inmates are isolated, shall be considered;
 5. The composition of the inmate population shall be examined;
 6. Scheduled facility programming on a particular shift shall be assessed;
 7. An applicability of state or local laws, regulations or standards shall be reviewed;
 8. The prevalence of substantiated or unsubstantiated sexual abuse incidents shall be examined; and
 9. Any other relevant factors.
- C. The Superintendent shall ensure that Correctional Officer posts are located inside or immediately adjacent to inmate living areas. This is to ensure that Correctional Officers can see, hear and respond promptly to security, safety and emergency situations within those areas.
- D. The PREA Coordinator and the Assistant Superintendent/Security Operations shall conduct an annual PREA Vulnerability Assessment Report at the Dartmouth Correctional Complex and the Ash Street Jail/Regional Lockup. The purpose of this assessment shall be to determine and document whether adjustments are needed to:
1. The established, annual staffing analysis;
 2. The facility's deployment of video monitoring systems and other monitoring systems; and
 3. The resources available to commit to ensure adherence to the staffing analysis.
- E. Per National PREA Standard 115.13 (b), the Superintendent or designee shall justify in writing any deviations from the annual staffing analysis, should circumstances arise where one or more facilities are not in compliance with the current document.

- F. The Contracted Medical Provider shall develop its own staffing analysis to help determine the essential positions needed to perform and provide the defined scope of inmate medical services. The medical staffing plan shall be developed and implemented from this analysis. The Health Service Administrator shall annual review this analysis.

09.01.04 POST ORDERS

- A. Written post orders shall be maintained for each correctional position within the Sheriff's Office. These post orders shall provide sufficient detail to describe general staff duties at a designated location and shift. Each post order shall include the following information:
1. Post assignment and position;
 2. Duty schedule/hours;
 3. Staffing requirements;
 4. Post supervisor;
 5. Post equipment;
 6. Explanation of duties and responsibilities;
 7. Date of authorization;
 8. Authorizing signature.
- B. The Watch Commander or Zone Supervisor shall inform each newly assigned Correctional Officer to read their post orders upon assignment. Correctional Officers shall verify their understanding of their post orders by signing a Post Order Verification Sheet. Questions about post orders shall be addressed with the Watch Commander or designee. Completed Post Order Verification Sheets shall be submitted to the Watch Commander's Office for filing.
- C. Correctional Officers shall review their current post orders at least once every 30 days. This review shall be recorded into a unit logbook or another approved format, such as a Monthly Post Order Review Sheet. The Watch Commander and Zone Supervisor shall then verify that a Correctional Officer understands their post orders during this 30 day review.
- D. The Superintendent or designee, such as the Assistant Superintendent/Security Operations, shall review and approve existing post orders annually. Revisions to existing post orders shall be approved by the Superintendent and made accordingly. Correctional Officers shall then verify in writing their understanding of revisions made.
- E. Correctional Officers shall notify the Watch Commander or designee when they identify a need to revise a current post order. A review of the situation shall be conducted. The Superintendent or Assistant Superintendent I / Security Operations shall approve any revisions made to existing post order.
- F. The Superintendent's Office shall maintain a complete set of current post orders (a Post Order Master File). Copies of individual post orders shall be placed inside work station binders at each Correctional Officer posts.
- G. Correctional Officers shall inspect the condition of post order(s) placed inside work station binders. Replacement copies shall be made when an existing post order becomes torn, faded or difficult to read. Correctional Officer shall submit an Incident Report to the Watch Commander when a post order becomes missing or destroyed so that a replacement copy can be made as soon as possible.

From: Michael Pires
Sent: Thursday, July 19, 2018 3:13 PM
To: Grace Ouellette

ARTICLE XX - RIGHTS OF SHERIFF

Except to the extent expressly limited by this Agreement, the Sheriff, retains the exclusive right to manage the operations of the Sheriff's Office, direct and control the operations of the Sheriff's Office and workforce, and to make any and all decisions affecting the Sheriff's Office, including but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations; to install or introduce any new or improved service, inmate custody procedures, facilities or equipment; safety methods and to maintain efficient operations; to hire, train, promote, demote, transfer, layoff and recall employees; to require employees to participate in training, and in an emergency, as determined in the sole discretion of the Sheriff, to hire casual or per-diem employees, to determine adequate staffing and coverage, to suspend, discipline and discharge employees pursuant to this Agreement, to determine the methods of investigating alleged employee misconduct, to select and determine the number of its employees; to determine and assign the work duties of employees, to issue and enforce work rules and policies, to create job descriptions, to determine medical, health care and safety standards; to evaluate employee performance; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees; to discontinue, or reorganize or combine any part of the operations of the Sheriff's Office; to establish the standards and qualifications for hiring and advancement of employees.

All other powers, rights, privileges, management prerogatives and responsibilities not otherwise referred to herein shall remain vested exclusively with the Sheriff's Office.

The foregoing management rights as defined and/or limited above are expressly reserved to be decided by the Sheriff and shall not be subject to the provisions of the grievance procedure.

ARTICLE V

MANAGERIAL RIGHTS

The Sheriff shall have the right to discipline, demote, suspend or discharge any employee for just cause subject to the grievance procedure set forth herein. In considering whether the Sheriff acted with just cause, an arbitrator shall weigh the Sheriff's action in light of the potentially volatile and dangerous environment of the workplace of the employees, keeping in mind that the best interest of the Sheriff's Department and the health and welfare of employees and inmates must be kept paramount.

The arbitrator's decision shall be governed by whether the Sheriff can demonstrate that he, the Sheriff, did not act arbitrarily or capriciously. The provisions of this article shall not apply in respect to the discharge of an employee having rights under M.G.L. Chapter 35, Section 51, nor shall they apply in respect to an employee who does not have twelve (12) months probationary service.

ARTICLE VI

SENIORITY: PROMOTION: TRANSFER AND DECREASE OR INCREASE OF THE WORKING FORCE

1. All employees in the bargaining unit will select vacations on the basis of seniority within the unit.
2. All Corrections Officers will select assignments on the basis of seniority in rank; except as otherwise provided in this Article.
3. All Lieutenants and Sergeants shall select their assignments on the basis of seniority in rank; except as otherwise provided in this Article.
4. The Sheriff shall establish the overall work schedule and retain the right to make revisions therein.
5. It is expressly agreed by both parties hereto that any position identified as specialties in the Job Classification Schedule as set out in the General Laws or in the job descriptions as set out in the budget shall be expressly within the purview of the Sheriff who retains the right to hire from without the unit.
6. When a vacancy occurs for Lieutenant, it shall be filled within sixty (60) days by a permanent Correctional Officer or Sergeant, with at least three (3) years service. The following factors, in priority, shall be used by the Sheriff or his designee in selecting the employee for promotion: (1) ability to do the job; (2) work history; (3) experience in related

work; (4) education and training related to vacant position; and (5) seniority.

7. When a vacancy occurs for Sergeant, it shall be filled within sixty (60) days by a permanent Correctional Officer with at least three (3) years service. The following factors, in priority, shall be used by the Sheriff or his designee in selecting the employee for promotion: (1) ability to do the job; (2) work history; (3) experience in related work; (4) education and training related to vacant position; and (5) seniority.
8. When a position becomes vacant it shall be posted as soon as practicable but not more than seven (7) calendar days after such vacancy occurs and shall remain posted for fourteen (14) calendar days; the vacancy shall be filled within not more than fourteen (14) calendar days after the successful bidder is determined.
9. Absences for more than three (3) years shall erase an employee's length of service for the purposes of this Article unless such absence is due to injury or illness arising out of or resulting from an accident, injury, or disease in the course of his/her employment in the Bristol County Correctional Facilities.
10. The rights provided an employee under this Article are conditioned upon the satisfactory performance of his responsibility. Failing to so perform, the Sheriff in lieu of or in addition to any other action taken may assign him to any work without regard

to his seniority rights and to deny him the exercise of such seniority rights until such employee has demonstrated satisfactory performance. Thereafter his seniority rights may be exercised in the normal course. In any arbitration dealing with the issue of an employee's performance under this paragraph of this Article VI, the employee shall have the burden of proving that his performance was satisfactory.

11. Where the public service needs of the institution, as determined by the Sheriff, require it, employees shall perform such service or services as assigned by the Sheriff.
12. If a member of the Bargaining Unit becomes a member of the Administration and, he/she is removed from the Administration and returned to the Bargaining Unit, he/she shall revert to the last highest rank which he/she has achieved in the Bargaining Unit and shall enjoy the seniority of the time spent in the Administration.
13. Any employee who is assigned by the Sheriff to a vacant position in a higher grade for a period of more than thirty days shall receive the salary rate for the higher position from the first day of appointment.
14. There is created the assignment of Central Control Officer at the Bristol County Jail and House of Correction, North Dartmouth, Massachusetts. There shall be one such officer assigned to each work shift at the said Jail and House of Correction.

15. All positions of unit members at the Bristol County Correctional facilities, except as otherwise provided, shall be on an "as assigned" basis. Unit members shall bid on these job positions solely on the basis of shift and days off. Notification by the Sheriff's Office of bid position awards will be posted in all facilities of the Sheriff's Office within 21 days of the award. There shall be no violation for failure to post until 10 days shall have passed after written notice of the failure to post from The Union to the Sheriff. All job bids at the Dartmouth Complex shall be for at least six months.

16. If or when any Temporary Corrections Officer is made permanent and thereafter his position becomes permanent, that position shall be filled by seniority in rank pursuant to the bidding provisions of this collective bargaining agreement.

17. Temporary Corrections Officers shall continue to be appointed and assigned by the Sheriff at his sole discretion.

18. PROBATIONARY PERIOD/CERTAIN JOBS

Any employee who successfully bids into the position of Transportation Officer, Central Control Officer shall be subject to a six month trial period during which time the Sheriff, at his sole option, may remove the employee from his/her bid position enumerated above and shall return said employee to his/her former assignment.

19. Upon the effective date of this Agreement, when more than one officer is promoted to Lieutenant on the same day, then seniority disputes among those officers promoted on that day shall be resolved by actual date of hire.

20. Upon the effective date of this Agreement, when more than one officer is promoted to Sergeant on the same day, then seniority disputes among those officers promoted on that day shall be resolved by actual date of hire.

21. INITIAL PLACEMENT / BIDDING REGARDING ADDITIONAL POSITIONS /NEW JOBS

(I.) ADDITIONAL POSITIONS.

a. The term "Additional Positions" as used in this section shall refer to the creation of one or more additional existing positions within any existing classification and the assignment thereof to any particular shift.

b. The Sheriff shall have the right to make the initial appointments to fill "Additional Positions".

c. (1). If the Sheriff fills the "Additional Position" with a temporary employee, then the "Additional Position" shall be filled pursuant to the bidding provisions of the Contract when the temporary employee becomes permanent or is reassigned unless the Sheriff refills the position with a temporary employee.

(2). If the Sheriff has refilled the "Additional Position" with a temporary employee, then the provisions of Paragraph (1) shall again apply.

d. If the "Additional Position" is initially filled by a permanent employee, then said "Additional Position" shall be filled pursuant to the bidding procedures of the Contract when said employee, for any reason, leaves the Position.

(II) NEW JOBS.

- a. The term "New Jobs" as used in this section shall refer to the creation of new positions which do not already exist within any existing classification and the assignment thereof to any particular shift.
- b. The Sheriff shall have the right to make the initial appointments to fill "New Jobs". If the original appointee leaves the "New Job" for any reason, the "New Job" shall be filled pursuant to the bidding procedures of the Contract.

22. The parties agree to institute a Department-wide Relief Officer System (officers that can be assigned to any facility). The Sheriff will post for bid Department-wide, by seniority:

Facility	1st Shift	2nd Shift	3rd Shift
Ash St.	3	2	1
DHOC	9	4	3

If an insufficient number of officers bid for these positions, then the Sheriff's Office will force the newest/least senior employees to fill the remaining bids. The postings will list the days off for each position.

23. The parties agree it is a bonafide occupational qualification to utilize female officers in certain situations. If a need arises to utilize a female officer and there are insufficient female officers available the Sheriff's Office will force the newest/least senior female officer.
24. The Transportation Division is restructured as follows as of 8/1/97. The Medical Transportation Division is disbanded. The two Correction Officers assigned to Medical Transportation shall be returned to the positions and their transportation jobs put out to bid. The Lieutenant of Medical Transportation position will now be part of transportation but shall continue to perform the job's present on an "as assigned" position.