

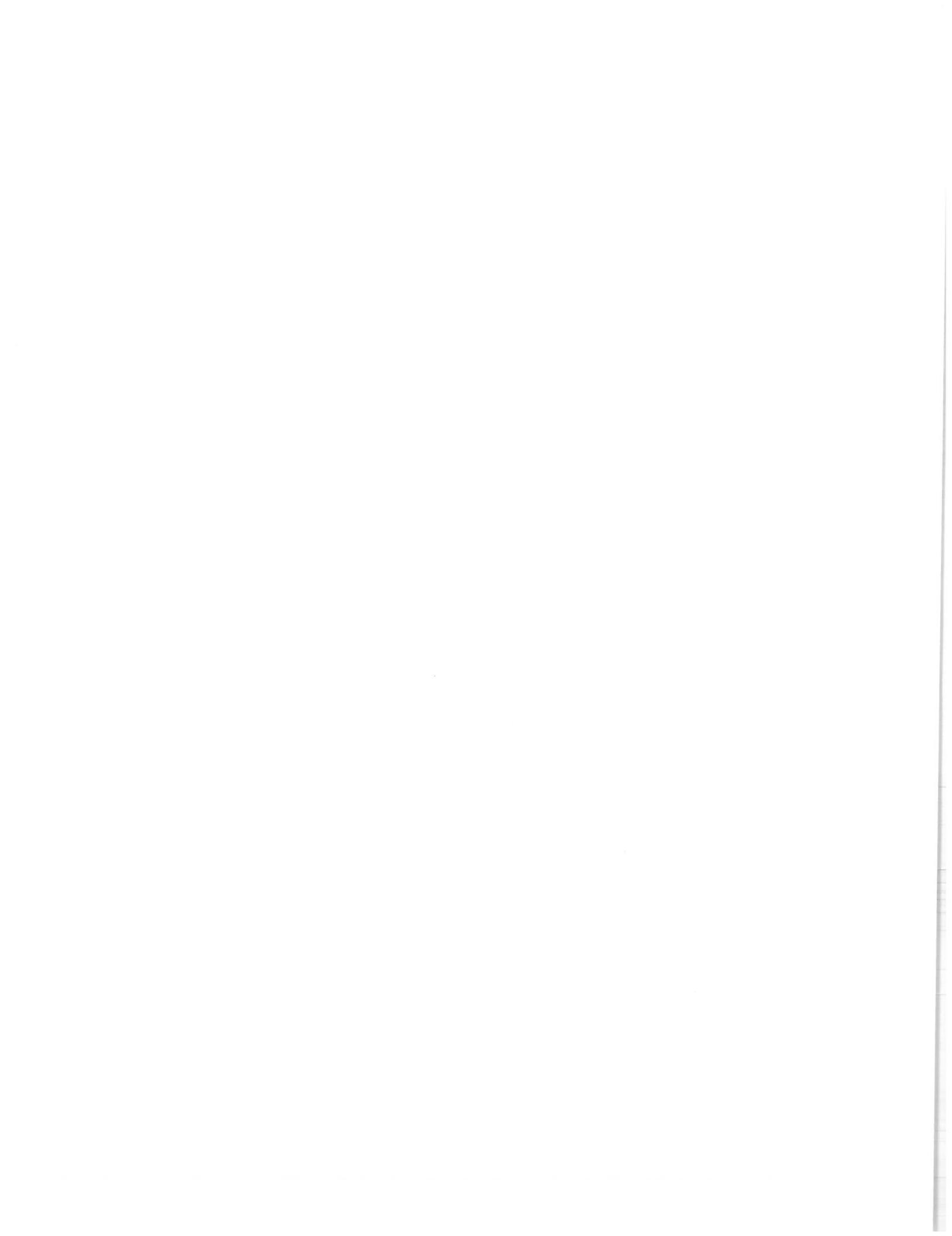
Collective Bargaining Agreement  
between the  
Town of Wellesley  
and the  
Wellesley Police Superior Officers Association

July 1, 2020 through June 30, 2023

## TABLE OF CONTENTS

### Contents

ARTICLE 1	Definitions .....	1
ARTICLE 2	Recognition .....	1
ARTICLE 3	Precedence of Laws and Regulations.....	1
ARTICLE 4	Management Responsibility.....	2
ARTICLE 5	Dues Collection.....	2
ARTICLE 6	Association Responsibility .....	3
ARTICLE 7	Membership in the Association .....	3
ARTICLE 8	Hours of Work and Overtime.....	4
ARTICLE 9	Holidays.....	6
ARTICLE 10	Vacations .....	7
ARTICLE 11	Sick Leave .....	8
ARTICLE 12	Funeral Leave.....	10
ARTICLE 13	Military Duty.....	10
ARTICLE 14	Leave of Absence.....	10
ARTICLE 15	Group Insurance.....	10
ARTICLE 16	Injury While On Duty.....	11
ARTICLE 17	Uniforms .....	11
ARTICLE 18	Allowances.....	12
ARTICLE 19	Seniority .....	12
ARTICLE 20	Rates of Pay .....	14
ARTICLE 21	Posting of Notices .....	18
ARTICLE 22	Settlement of Grievance .....	19
ARTICLE 23	Indemnification.....	20
ARTICLE 24	Deferred Compensation.....	20
ARTICLE 27	Performance Appraisals.....	22
ARTICLE 28	Layoff and Recall .....	22
ARTICLE 29	Promotions and Assessment Centers .....	23
ARTICLE 30	Legislation .....	23
ARTICLE 31	Effect of Agreement.....	23
ARTICLE 32	Technology Policy .....	24
ARTICLE 33	Drug Testing .....	24
ARTICLE 34	Duration .....	29



Agreement entered into the first day of July 2020 between the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the "EMPLOYER" and the Wellesley Police Superior Officers Association, hereinafter referred to as the "ASSOCIATION."

## **ARTICLE 1**

### **Definitions**

Where the words are used in this Agreement, "EMPLOYER" means the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts, and no other location; "ASSOCIATION" means the Wellesley Police Superior Officers Association; "Management" responsibility means the retention by the EMPLOYER of its right to conduct the business of the Town in the Police Department including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force, and to conduct its operations in a safe and efficient manner subject only to the express limitations set forth in this Agreement. "Employees" as used in this Agreement shall mean permanent full-time sergeants and lieutenants of the Police Department of said Town of Wellesley except such employees as are excluded from membership in a unit appropriate for purposes of collective bargaining. "Association representatives" as used in this Agreement shall mean the ASSOCIATION designee. "Chief" shall mean the Chief of Police. Where the singular is used in this Agreement, it is intended to include the plural.

## **ARTICLE 2**

### **Recognition**

(a) The EMPLOYER recognizes the ASSOCIATION as the exclusive representative of those employees of the EMPLOYER covered by this Agreement in the Wellesley Police Department in the job classifications set forth in Article 20 of this Agreement. Excluded from such Bargaining Unit are the following: Police Chief, Deputy Police Chief, patrolmen and all non-police employees. Effective July 1, 1991, the duties of the court officer may be performed by a member of the ASSOCIATION or by a member of the Wellesley Police Patrolmen's Association.

(b) Matters appropriate for consultation and negotiation between parties hereto are practices, procedures and the implementation of policies relating to working conditions which are in the authority of the EMPLOYER and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.

## **ARTICLE 3**

### **Precedence of Laws and Regulations**

In the administration of all matters covered by this Agreement, the EMPLOYER, ASSOCIATION, officials and employees are governed by the provisions of any existing or future laws and regulations including provisions of the Bylaws of the Town of Wellesley and particularly ARTICLE 30 and 31 of such Bylaws and amendments thereto. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provision of this Agreement be deemed to be in conflict with any such laws, it may become the subject matter of discussion by the parties hereto

for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws.

## **ARTICLE 4**

### **Management Responsibility**

The listing of the following specific rights of management in this ARTICLE is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the EMPLOYER not listed herein. Such inherent Management responsibilities are not subject to arbitration and shall remain exclusively with the EMPLOYER except as they may be shared with the ASSOCIATION by specific provisions of this Agreement.

Among such Management responsibilities as are vested exclusively in the EMPLOYER are the following: the right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause (which action shall be subject to the grievance and arbitration procedure set forth in Article 22), to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Police Department in situations of emergency.

(b) The EMPLOYER shall have the freedom of action to discharge its responsibility for the successful operation of the Police Department including the scheduling of operations, the methods and materials used in carrying out the function of the Police Department and the extent to which its own or other facilities and/or personnel shall be used, including civilians in dispatching, clerical and mechanical capacities. They will be ineligible for law enforcement duties and not attired in police uniforms.

## **ARTICLE 5**

### **Dues Collection**

(a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the EMPLOYER shall deduct from earned wages periodic ASSOCIATION membership dues required as a condition of acquiring or retaining membership in the ASSOCIATION of those employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof and marked "Appendix A." The EMPLOYER will remit all sums deducted under such deduction authorization to the Treasurer of the ASSOCIATION together with a list of the employees from whom such dues have been deducted.

(b) The ASSOCIATION shall indemnify and save the EMPLOYER harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the EMPLOYER for the purpose of complying with this ARTICLE, or in reliance on any assignment furnished the EMPLOYER.

(c) The ASSOCIATION shall provide the Treasurer of the Town of Wellesley with a bond as required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.

## **ARTICLE 6**

### **Association Responsibility**

(a) The ASSOCIATION shall have the right and obligation to represent the employees, members of the Police Department, to present its views to the EMPLOYER on matters of concern either orally or in writing; to consult or be consulted with respect to the implementation of matters and practices which are within the discretion of the EMPLOYER except as limited by ARTICLE 3 of this Agreement, and to engage in collective negotiations with the EMPLOYER with the object of reaching an agreement applicable to the employees of such department.

(b) The ASSOCIATION shall be given the opportunity to be represented at discussions between the EMPLOYER and the employees concerning grievances subject to ARTICLE 22 of this Agreement.

(c) The ASSOCIATION, acting as a sole and exclusive representative of the employee members of such appropriate bargaining unit, shall be entitled to act for and negotiate collective agreements covering all employees of such unit and shall represent the interests of all employees of such unit without discrimination and without regard to membership in the ASSOCIATION.

(d) Representatives of the ASSOCIATION shall be permitted to enter the premises of said department at reasonable hours when necessary to investigate existing grievances, after obtaining approval of the Chief or the Chief's designated representative. The ASSOCIATION agrees that care will be exercised by such representatives that they do not interfere with the performance of the duties assigned to the employees.

(e) The ASSOCIATION shall provide a written list of the ASSOCIATION Grievance Committee, Officers of the Association and Counsel to the Employer immediately after their designation and the ASSOCIATION shall notify the EMPLOYER of any change in any such list during the term of this Agreement. There shall be no requirement on the part of the EMPLOYER to recognize any member of the Grievance Committee until such time as the official list has been delivered to the EMPLOYER.

## **ARTICLE 7**

### **Membership in the Association**

(a) Neither the EMPLOYER nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of hours, wages, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining as authorized by law.

(b) Neither the ASSOCIATION nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of their right to refrain from organizing, forming, joining or assisting any employee organization to bargain collectively on questions of wages, hours, and other conditions of employment.

(c) Neither the EMPLOYER nor the ASSOCIATION shall discriminate against employees in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity in accordance with the Public Employee Labor Relations Act of the Commonwealth of Massachusetts.

## **ARTICLE 8** **Hours of Work and Overtime**

This ARTICLE defines the regular work week and shift schedule and shall not be construed as a guarantee of hours of work per day or per week. Wherever the word "overtime" is used in this Agreement, it shall mean the time an employee covered by this Agreement is required to be on duty for any period in excess of the employee's regular hours of duty as hereinafter set forth.

(a) The regular hours of duty per week shall be forty (40) hours. For Sergeants on shift assignments the hours of duty shall be an average forty (40) hours per calendar week over an eight (8) week period of regular duty hours, scheduled five (5) days on duty followed by three (3) days off, ad infinitum. For Lieutenants on shift assignment the hours of duty shall be an average forty (40) hours per calendar week over a standard seven (7) day period, scheduled five (5) days on duty followed by two (2) days off, ad infinitum and effective July 1, 2020 Lieutenants will no longer be eligible for "days owed" as a result of work schedule.

(b) The EMPLOYER retains the right to schedule hours of duty in accordance with the work requirements of the Wellesley Police Department. Employees on shift assignments shall be assigned to eight-hour and thirty minute shifts. The "day" or first shifts shall commence between 7:00 a.m. and 10:00 a.m.; the "first half" or second shifts between 2:30 p.m. and 6:00 p.m.; and the "last half" or third shifts between 10:30 p.m. and 2:00 a.m.

At the discretion of the Chief and after consultation with the Association, an individual employee may be moved to a shift time outside of the regular start times for the "day", "first half", and "last half" shifts to accomplish specific departmental goals.

Sergeants who are assigned to a regularly scheduled second or third shift shall be paid a premium for work on such shifts according to the following schedule:

<b>Effective Date</b>	<b>Amount</b>
July 1, 2010	Five percent (5%)
July 1, 2014	Five and a half percent (5.5%)

(c) Employees covered by this Agreement are required to work overtime as a condition of employment. Except, as determined by the Chief, employees shall not work more than eighteen hours, without having six hours off, in a twenty four hour period. Subject to the requirements of the department, overtime shall be assigned on an equitable basis among employees in each classification.

(d) Permission to exchange duty days shall be granted at the discretion of the Chief. If approved, a copy of said approval will be forwarded to the attention of the Association.

(e) Employees required to attend court, seminars, meetings, training sessions or other assignments as part of their police duties and with prior authorization by the Chief of Police shall be considered on duty. Such employees shall receive pay for no less than three (3) hours of duty and one half (1/2) hour of travel time to and from locations. When a required court, seminar, training session, meeting or other assignment as part of their police duties immediately proceeds or immediately follow an employee's work assignment they shall be paid for the actual time worked. All witness fees or other remuneration received by employees from any source other than the Town of Wellesley for such court attendance shall be turned over to the Chief forthwith on receipt of same.

An employee who is required to attend court as part of their police duties on a 2 shift day shall be granted relief from the second shift on that same day. Additionally, an employee who is required to attend court as part of their police duties after 10:00 am on a 2 shift day shall be relieved from the second shift with pay and shall not receive payment for the court time.

The employer will make every effort to provide 10 days' notice of court appearances.

(f) Except in case of fire, flood, or similar circumstances beyond the control of the EMPLOYER or except for disciplinary reasons, in the event an employee reports to their place of work at their regularly scheduled time without having been previously notified not to report, the employee shall be paid for four (4) hours at the rate to which they would normally be entitled for the assignment, unless the employee is assigned other work in the Department for the day which the employee is qualified to perform. Should an employee report for work on a regularly scheduled overtime day without having been previously notified not to report, the employee shall be paid four (4) hours at his overtime rate or assigned to other available work which the employee is qualified to perform.

(g) Nothing contained herein shall preclude the Chief from establishing or scheduling jobs other than that of Patrol Supervisor or Shift Commander or any position which requires direct supervision of the patrol force who are on a 5 and 3 rotation, regardless of the title given to such position, on a traditional five day; forty hours, workweek, Monday through Friday, with Saturday and Sunday off. If such a new position or job is established and no ranking officer volunteers for such job or position, the Chief may order the employee with the least seniority in the rank required to fill the position, but such officer will still be considered on a 5 and 3 rotation and will receive compensatory days off equivalent to such 5 and 3 rotation over the 5 and 2 rotation. Employees having unused compensatory days off to their credit may request to be paid for such unused time and may be paid at the rate of 8.5 hours per day, subject to the availability of funds and at the discretion of the Chief.

(h) Employees who work an extra shift on Christmas shall be compensated at two (2) times their regular rate of pay as provided in ARTICLE 20, section (a) and (e), of this Agreement for all hours in excess

of the employee's regular shift. Effective July 1, 1998 employees who work an extra shift on Thanksgiving Day shall be compensated at two (2) times their regular rate of pay as provided in Article 20, section (a) and (e) of this Agreement for all hours in excess of an employee's regular shift.

## **ARTICLE 9**

### **Holidays**

Employees will be paid an annual payment on or about December 1st of each year for a number of holidays, whether worked or not, in accordance with the following schedule:

Effective Date	Number of holidays
July 1, 2008	Seven (7)
July 1, 2009	Nine (9)
July 1, 2010	Eleven (11)

## **ARTICLE 10** **Vacations**

(a) The following annual vacations with pay shall be granted to all employees who are on the payroll July 1 and who complete the following periods of continuous full-time employment during the fiscal year:

Service Period	Vacation
a. six months	five work shifts
b. one year	ten work shifts
c. five years	Fifteen work shifts
d. ten years	Twenty work shifts
e. eighteen years	Twenty-five work shifts
f. twenty-three years	thirty work shifts

In no case shall an employee take their vacation until they have been on the payroll six months. In the year in which an employee is first eligible for ten (10) shifts of vacation, the additional five (5) shifts shall not be granted until such employee has completed the full term of service requirement. An employee who has transferred to the Wellesley Police Department from another police department and has completed two years of service with the Wellesley Police Department will receive credit for time worked in the previous department(s) for the purposes of calculating vacation allowance. Written documentation of service periods worked in a previous police department(s) shall be provided to the Chief prior to additional vacation allowance(s) being awarded. An employee who wishes to utilize vacation time on a day when they are scheduled to work two shifts will be charged for two vacation shifts.

(b) Vacations shall be granted by the Chief at such times as, in the Chief's opinion, would cause the least interference with the regular work of the department, but taking into account the preference of the individual employee. Vacations must be taken in the twelve (12) months following the July 1 on which they are earned and shall not accumulate from vacation year to vacation year.

Except for compelling personal reasons with prior approval of the Chief, salaries shall not be paid in lieu of vacation except to those employees who are entitled to more than ten vacation shifts. Employees entitled to more than ten vacation shifts upon request, may be paid for no more than ten shifts, in lieu of vacation leave. Said days shall be paid provided the Chief is notified prior to May 1. The Chief shall post a reminder by April 1. Such payment may be made after May 1 with approval of the Chief.

(c) Employees will give five days' notice of use of vacation shifts(s) unless no replacement is necessary. Employees eligible for vacation shall be entitled to a vacation of two (2) calendar weeks during the prime vacation period of July 1 through Labor Day. On or about April 1 preceding the vacation year, the Chief shall post a notice on which employees shall by May 1 indicate their preference for vacation time off. Where a conflict exists between employees requesting the same vacation period, the Chief shall give consideration to the seniority in rank of each such employee.

Prior to May 15, the Chief shall post an approved vacation schedule after which changes in the schedule may be made for compelling reasons at the discretion of the Chief.

(d) If the employment, of an employee who has become entitled to an annual vacation, is terminated for any reason, the employee shall be paid for said annual vacation. Said employee shall also be paid for vacation benefits accrued since July 1 of the vacation year, at the rate of one-twelfth (1/12) of the annual vacation for each thirty (30) calendar days of service between July 1 and the date of termination. Upon the termination of an employee due to the death, the remaining vacation allowance and the accrued vacation allowance shall be paid to the person or persons to whom unpaid salary is payable

(e) If a former employee of the Town returns to the service of the Town, after an absence of more than twelve (12) months, and completes at least five (5) years of full-time service following such return, the amount of continuous full-time service immediately preceding the interruption of his work for the Town shall be added to the five (5) or more years of current full-time service of any such employee upon which his total service shall be based for computation of vacation. If a former employee returns to the service of the Town within twelve (12) months of his termination and following his return completes a period of service equal to the time between his termination and return to service, the amount of continuous full-time service immediately preceding the interruption shall be added to the current full-time service for the computation of vacation. Service in the Armed Forces shall not be considered an interruption of work for the purposes of computing total service credit for vacation purposes.

## **ARTICLE 11**

### **Sick Leave**

(a) Employees who have completed one (1) year or more of continuous full-time service on July 1 shall be eligible for ten (10) days absence with pay at one-fifth (1/5) their weekly rate as set forth in ARTICLE 20 of this Agreement each fiscal year, plus one (1) additional day for each five (5) years of service up to twenty-five (25) years. An employee who utilizes such a day on a day when they are scheduled to work two shifts on that day, shall be charged for two sick/personal days. However, once each quarter an officer scheduled to work two shifts on the same day may opt to be charged only one sick/personal day for a two-shift day absence. Such employees having unused days to their credit shall be paid for such unused days at the rate of 8.5 hours per day, provided the department head is notified by May 1st as to the intended disposition (carry forward, use or payment), exclusive of sick leave use. The Chief will post a notice of reminder by April 1 of said year. Up to twelve (12) such days may, at the discretion of the employee, be carried forward. Effective January 1, 2017 the maximum accumulation shall not exceed ninety (90) days on June 30th of each year.

Employees who are covered under this agreement on June 30, 2002, shall, upon retirement, be compensated for days of absence with pay within the accumulation as of June 30, 2002, to a maximum of 120 days, provided the head of the department is notified of the employee's intention to retire by October 1 of the year preceding the fiscal year of retirement. The rate of pay for such compensation shall be \$125.00 per day.

Employees who are promoted into the bargaining unit on or after July 1, 2002, may bring with them sick leave days accrued previously in their service with the Town of Wellesley. However, such days may only be used for sick/personal leave and no compensation is available for unused days upon retirement or otherwise.

Employees who have completed less than one (1) year of continuous full-time service on July 1 shall be eligible after one (1) month of employment for one and one-half (1 1/2) days of absence with pay as set forth above for each three (3) full calendar months of continuous full-time service between their most recent date of employment and the July 1 next following the completion of one (1) year of continuous full-time service.

Employees hired or promoted to the bargaining unit on or after July 1, 2018 shall, upon retirement, be compensated for days of absence with pay with a maximum of 90 days, provided the Chief is notified on the employee's intention to retire by October 1 of the year preceding the fiscal year of retirement. The rate of pay for such compensation shall be \$100 per day.

(b) Employees absent due to non-work related illness or injury shall be entitled to pay at eighty percent of their weekly pay as set forth in ARTICLE 20 of the Agreement for up to twenty-six (26) calendar weeks for each illness or injury. In the event an employee is absent due to an accident, hospitalization or illness lasting more than eleven (11) calendar days, a Certificate of Disability (such form to be provided by the EMPLOYER) signed by the attending physician shall be required. Eligibility for payments under this section shall be effective immediately in the case of an accident or hospitalization and after four (4) consecutive work days, exclusive of regularly scheduled off days, in the case of illness.

Employees who have completed at least one (1) year of full-time continuous service who are absent due to non-work related illness or injury shall be eligible to be paid at sixty (60%) percent of their weekly pay as set forth in Article 20 of this Agreement for up to thirteen (13) additional calendar weeks per fiscal year. Eligibility shall be established upon presentation to the EMPLOYER of certification of disability by the attending physician. This section shall be utilized only after the exhaustion of all available sick benefits.

(c) To be entitled to pay for absences under this ARTICLE employee must notify his immediate superior as far in advance of the anticipated absences as possible, but in any event before the start of their duty shift, stating the reason for the absence and, if ill or injured, the nature of the illness or injury and when they expect to return to work. In the event the absence is due to an accident, hospitalization, or illness expected to last more than eleven (11) calendar days, the employee shall also give the name of the attending physician.

(d) The EMPLOYER reserves the right to investigate claims for sick leave pay under section (b) above. In the event an employee is absent due to an accident, hospitalization, or illness lasting more than eleven (11) calendar days, whether or not work related, a certificate by the attending physician that the employee is able to return to his regular duties shall be required. The EMPLOYER may have the employee examined by a physician of its choice. Should the employee's physician and the physician selected by the EMPLOYER be unable to agree on whether or not the employee is able to return to his regular duties, they shall jointly select an impartial physician to examine the employee. The decision of the impartial physician regarding a claim for sick leave benefits under section (b) above shall be final. The employee and EMPLOYER shall bear the cost of their respective physician and share equally the cost of the impartial physician.

(e) For each fourth (1/4) of the contract year that an employee does not call in sick or take an emergency personal day, they will be eligible for one personal day. The first four (4) "short notice" days (less than 24 hours notice given) will not be charged as emergency personal days. An employee who, at the end of the contract year, has taken no sick days or emergency personal days, will be eligible for an additional personal day. Employees will give three (3) days notice of personal day use unless no replacement is necessary. Scheduling of all such days off shall be upon approval of the employee's immediate supervisor.

(f) Employees may be eligible for leave under the Federal Family and Medical Leave Act (FMLA) for an employee's own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent. During an FMLA leave, paid sick leave may be used for the employee's own serious illness as provided in this article. Up to five days of sick leave may be used for the care of a seriously ill child, spouse, or parent, and additional time may be charged to personal leave, vacation leave, compensatory time, days owed or be unpaid. Leave for the birth or adoption of a child may be charged to personal leave, vacation leave, compensatory time, days owed or be unpaid.

## **ARTICLE 12** **Funeral Leave**

In the event of death in the immediate family of an employee covered by this Agreement, such employee will be granted funeral leave without loss of pay on the day of the funeral, if it is a scheduled work day for the employee and for a maximum of two (2) additional scheduled work days for the employee. "Immediate family" is defined as spouse, mother, step mother, father, step father, sister, brother, son, daughter, adopted child, step child, grandchild, mother-in-law, father-in-law, grandparents, and spouse's grandparents. Also, funeral leave without loss of pay will be granted on the day of the funeral, if it is a scheduled work day for the employee, and for a maximum of one (1) additional scheduled work day for step sister and step brother.

When, in the judgment of the Chief, unusual circumstances exist, up to three (3) additional work days may be granted with or without pay.

Upon request of the employee, the Chief may grant, at such times as in the Chief's opinion would cause the least interference with the regular work of the department, either vacation or personal leave time so as to afford the employee with the opportunity to attend funeral or related services and activities not otherwise addressed within this Article.

## **ARTICLE13** **Military Duty**

An employee who is absent for an ordered tour of military training duty with any organized Reserve or National Guard unit shall be paid his regular pay for such period of training duty as provided in Chapter 33, Section 59 of the General Laws of the Commonwealth of Massachusetts.

## **ARTICLE 14**

### **Leave of Absence**

(a) Leave of absence shall be granted without loss of pay for up to two (2) working days to two (2) employees covered by this Agreement for the purposes of attending conventions of either the Massachusetts Police Association or the Massachusetts Coalition of Police, but not both, as a duly authorized delegate. Forthwith upon the termination of the convention, the delegate receiving such paid leave of absence shall report for duty. Applications for such leave shall be submitted in writing to the Chief, setting forth dates and location of the convention and submitted four (4) weeks prior to the effective date where possible, but in no event less than two (2) weeks.

(b) Leaves of absence may be granted without compensation by the Chief at his discretion for periods not to exceed thirty calendar days. Such leaves of absence may be extended for good cause upon approval of the Chief and the Director of Human Resources.

Leaves of absence must be requested in writing using the appropriate forms provided for such purpose and submitted with as much advance notice as possible. Employees requesting leaves under this section shall arrange in advance for benefit coverage and appropriate payment.

## **ARTICLE 15**

### **Group Insurance**

(a) Employees covered by this Agreement shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance; accidental death and dismemberment insurance; hospitalization and surgical benefits and extended benefits care for employees and their eligible dependents on a fifty percent (50%) contributory basis for indemnity plans, and on a percentage basis contribution as determined by law for health maintenance organization (HMO) plans. Admission to membership in this plan shall be in accordance with the terms and conditions of the contract between the EMPLOYER and the insurance carrier. Effective January 1, 2009, the HMO plans available to employees shall be only those designated as "rate saver" plans.

(b) The Association agrees to allow the Town to reduce the number of HMO's offered, without bargaining.

(c) The Association also agrees to permit the Town to establish separate managed care coverage for mental health and substance abuse, separate from current HMO's and the Blue Cross/ Blue Shield indemnity plan.

(d) The Town will provide access to a superior officer's stress program. Confidentiality will be provided, however, attendance will be on the employee's own time.

(e) Effective January 1, 2009, employees who participate in the Town's group health insurance program will have access to health reimbursement arrangements (HRAS) as described in Appendix "B".

(f) Effective January 1, 2009, the Town will pay the monthly administrative fee to the third-party administrator for any employee who chooses to participate in the Section 125 flexible spending account program (FSA).

## **ARTICLE 16** **Injury While On Duty**

(a) Employees covered by this Agreement who are incapacitated for duty because of injury sustained in the performance of duty without fault of their own shall be granted time off without loss of pay for the period of such incapacity, in accordance with Section 111F, Chapter 41 of the General Laws of the Commonwealth of Massachusetts, and shall be indemnified for the expense of such injury in accordance with Section 100 of said statute.

(b) An individual absents for over 150 consecutive work days due to an on-the-job injury will not accumulate vacation or sick leave credits.

## **ARTICLE 17** **Uniforms**

(a) On appointment to the Wellesley Police Force, employees shall be issued such equipment as is specifically required in the performance of the duties of a police officer in the Town of Wellesley. On completion of the twelve (12) month probationary period, employees shall be issued required clothing and such employees who have purchased approved articles of clothing during the probationary period shall be entitled to reimbursement from the Town for such article of clothing.

b) The Chief shall prepare a list of the equipment and articles of clothing required for a police officer and post such list on the bulletin board provided for in ARTICLE 21 of this Agreement. The determination of what clothing and equipment is required in the performance of police duties shall be the responsibility of the Chief. Should such clothing and equipment become unserviceable through ordinary use as intended by the parties hereto, or become lost, damaged or destroyed through no neglect of the employee, it shall be replaced by the EMPLOYER. However, such unserviceable clothing and equipment shall be subject to inspection by the Chief of Police and shall be turned in when the replaced item is received. Employees, on termination of employment, shall return all items of issue to the Chief or make payment in lieu thereof.

(c) All such clothing, equipment, insignia, badges and/or other equipment or clothing provided a police officer under this ARTICLE is, and at all times shall remain, the property of the Town of Wellesley. The use of such clothing and equipment shall be limited to official duty except as specifically approved in writing for other occasions by the Chief.

(d) Protective vests will be made available on request to all personnel and will be worn in conformance with the policies and procedures issued by the Chief. Vests shall be required for strike details and other selected details as determined by the Chief. Such vests shall be accounted for in the same manner as any other uniform item. Cost of the vests shall be applied against the uniform allowance.

## **ARTICLE 18**

### **Allowances**

Employees shall be eligible for reimbursement for pre-authorized expenses incurred in connection with their employment according to the following schedule:

Employees will not receive mileage payment for travel to and from training; provided that they are paid for travel time to and from training.

## **ARTICLE 19**

### **Seniority**

(a) For the purpose of this Agreement, with respect to employees appointed prior to July 1, 2010, seniority shall commence from the date of permanent appointment to the Wellesley Police Department, except that service on an acting or provisional basis shall be credited in determining seniority, provided the period of time between the date of the permanent appointment and the last date of duty as an acting or provisional employee is less than six (6) months; and provided further that on completion of five (5) years of service as a permanent employee all service in an acting or provisional capacity shall be credited toward the employee's seniority. With respect to an employee appointed on or after July 1, 2010, seniority shall be based on the employee's date of appointment in the Department. For employees with the same appointment date, seniority shall be determined by a lottery system.

For the purposes of establishing seniority in rank, an employee's seniority shall date from their date of appointment to the rank which they currently hold, to include any service in a superior or higher rank within the Wellesley Police Department, whether said service was permanent, provisional or acting. Service in an acting or provisional appointment in the rank currently held, shall be credited in determining seniority in rank provided the period of time between the date of the permanent appointment and the last date of duty as an acting or provisional employee is less than six (6) months; and provided further that on completion of five years of service as a permanent employee all service in an acting or provisional capacity shall be credited toward the employee's seniority. All things being equal, in the event that two (2) or more employees have equal seniority in rank, the senior employee will be determined in descending order by ranking each employee based upon their total service commencing on the date of permanent appointment within the Wellesley Police Department, to include creditable service as a provisional, temporary or acting police official.

All employees hired or promoted to any rank covered by this agreement shall have a probationary period amounting to twelve (12) months from the date of appointment. No current employee who is promoted will be required to serve a probationary period as a result of that promotion.

(b) 1. In the event that a permanent vacancy occurs on a shift, or the need for a temporary assignment on a shift arises, the Chief will post the vacancy on the Department bulletin board for three (3) consecutive days, except in emergency situations. Additionally, the Chief or designee will make a good faith effort to notify affected members of the Association personally or by telephone or mail to the last known telephone number or address provided to the Police Department by the employee. Employees who wish to be considered for the posted vacancy or temporary shift assignment shall submit to the Chief, in writing, a request to be considered for the vacancy or assignment.

2. As used in this section, a permanent vacancy means an assignment of more than sixty (60) calendar days. A temporary assignment is one of up to sixty (60) calendar days. No employee shall be required to perform a temporary shift assignment under this Article more than one time during any year of this agreement, except in bona fide emergency situations or upon agreement of the affected employee and the Chief.

Shift assignments are subject to change after five (5) days' notice to the affected employee and the Association, and said notice shall also be posted on the Department bulletin board for three (3) consecutive days, except in emergency situations.

In making shift assignments, including assignments to vacancies, the Chief will consider the public safety interest, and the skills, abilities, and seniority of the affected personnel and will consult with the Association and the affected employees during said five (5) day notice period in paragraph 2. above. In the event the affected employees' skills and abilities are equal, any such shift assignment made by the Chief shall be made by giving predominant consideration to the seniority. In the event there are no applicants for the assignment, and provided that the skills and abilities of the considered employees are equal, any such assignment made by the Chief shall be made by giving predominant consideration to the reverse seniority of the affected employees.

3. Employees requesting a change in shift assignment with another employee of the same rank may put forth such request, in writing, to the Chief. Said changes shall occur only upon the written approval of the Chief. A copy of said approval will be forwarded to the attention of the Association.

4. In no event will two probationary employees be assigned to the same work shift, unless upon direction of the Chief.

There shall exist the position of Motorcycle Officer, assignment to which shall be in the Chiefs discretion. Assignment to the Motorcycle Officer position shall not be governed by seniority and the position shall be exempt from shift bidding procedures. The Motorcycle Officer shall be on duty, if at all, days and first halves only (i.e., shall not be assigned to the last half shift).

(c) Notwithstanding any other provisions of this Agreement, annually, during the period from March 1 to March 15 upon the request of the Association or upon the assignment of a new shift supervisor, the Chief of Police, or the Chief's designee, shall ask each employee who is eligible to supervise a shift, to which particular shift(s) such employee wishes to be assigned. Employees who are assigned to supervise a shift shall be assigned to the shift(s) selected, in order of seniority by promotion date, effective July 1 or upon commencement of a new shift supervisor's permanent assignment. Employees who have been promoted during the previous 12 months may be placed on any shift at the discretion of the Chief of Police during this process. Further, the Chief may place an employee in an assignment other than as a shift supervisor and/or on a shift other than the one the employee has selected, when the assignment is

in the best interests of the Town of Wellesley.

## **ARTICLE 20**

### **Rates of Pay**

(a) The weekly rates of pay effective July 1, 2020 through June 30, 2023 with respect to the following job classifications shall be as follows:

	<b><u>FY21</u></b>	<b><u>FY22</u></b>	<b><u>FY23</u></b>
P40 Lieutenant	2180.37	2223.98	2268.46
P20 Sergeant	1556.54	1587.67	1619.42

The hourly rate of pay for overtime work shall be one and one half (1 1/2) the weekly rate as set forth herein divided by forty (40).

(b) Employees who have completed the following years of continuous full-time service with the Town of Wellesley shall be compensated an additional amount in recognition of their long service to the Town. The additional payment shall be made in the first full payroll of the fiscal year for service completed in the prior fiscal year. The payment shall be a percentage of the employee's base pay, based upon the weekly pay rates in section (a), which will be added to the base wage for purposes of calculating overtime, and buyback of days owed, vacation, sick, or compensatory time. It shall be included in retirement calculations but shall not be included in the base salary for night shift, EMT or primary education incentive calculations.

<b><u>Service Period</u></b>	<b><u>Payment (% of base pay*)</u></b>
10 to 14 years	1%
15 to 19 years	1.5%
20 to 24 years	2%
25 to 29 years	2.5%
30+ years	3%

(c) Off-duty employees who report and remain on duty until properly relieved as a result of a call-in shall receive not less than four (4) hours pay at their overtime rate of pay, except that employees who have been notified to report early for a regularly scheduled shift shall be paid only for the actual hours worked, at their overtime rate(s) of pay, provided they are notified prior to the end of the previous shift worked by such employees.

(d) Employees working "paid detail" so-called shall be paid at the rate of the individual's regular hourly overtime compensation. Minimum pay for such work shall be four hours at the overtime rate. To the extent practicable and feasible, employees covered by this Agreement shall be given the first opportunity for "paid detail" work; except that no "paid detail" assignments shall be given to any employee who has worked

two consecutive shifts of regular duty until after six (6) hours off duty shall have elapsed prior to the acceptance of such "paid detail" work. Except, as determined by the Chief, employees shall not work more than eighteen hours, without having six hours off, in any twenty four hour period. Subject to the requirements of the department, details shall be assigned on an equitable basis among employees.

Employees working "paid details" shall work in units of four (4) hours except as provided herein with respect to details for the Town of Wellesley Public Works Department. Employees working less than four (4) hours shall be paid for four (4) hours. Employees working less than eight (8) hours but more than four (4) hours shall be paid for eight (8) hours. Employees working less than twelve (12) hours but more than eight (8) hours shall be paid for twelve (12) hours.

For details for the Town of Wellesley Public Works Department, employees shall be paid for a minimum of four (4) hours and for actual hours worked in excess of four (4). This exception shall not apply to details worked for the MLP, DPW Water and Sewer Division, or for capital projects where an outside contractor is performing the work.

Employees who work on a strike detail shall be paid at a rate of one and one-halftimes (1 1/2) the detail rate. For the purposes of this section, "strike" shall include "labor dispute" as determined by the Chief.

The Town may charge a 10% administrative surcharge to be added to the detail rate.

(e) Employees who were employed on or before June 16, 1999 and who are not eligible for the primary or secondary education incentive, who receive or have received credit for work experience and training, and/or who complete or have completed a course of instruction for credit shall, on presentation of evidence of receipt of such credit or of satisfactory completion of such courses, be paid at a rate of pay equal to the rate to which they are entitled under section (a) of this ARTICLE and a base salary increase according to the following schedule:

**Associate's degree** or 60 semester hours in law enforcement 7%.

**Baccalaureate degree** or 120 semester hours in law enforcement 10%.

**Master's degree** in law enforcement or a degree in law 12.5%.

Such credit must be:

(i) acceptable for credit toward a major in an educational degree in police science, law enforcement, or criminal justice; or

(ii) in any field provided that the degree holder has completed such number of credits in areas directly related to police science, law enforcement or criminal justice as is equal to one half the total number of credits required for such degree; or

(iii) directly related to the employee's duty assignments in the Town of Wellesley.

Employees who register for courses for credit towards a Master's Degree in Criminal Justice, Criminal Justice Administration, Law Enforcement, Criminology or Public Administration shall receive, from the Town, upon presentation of a tuition and fee bill and a written estimate of the cost of books, payment of

such expenses. Employees who register for courses for credit towards Masters' degrees in other disciplines with essentially the same content as the Master's degree programs listed in the previous sentence, as determined by the Chief, shall also be eligible for reimbursement. Other courses taken for credit towards Master's degrees in other disciplines, or towards a doctorate degree in law or other discipline, shall be eligible for reimbursement, as determined by the Chief based on his judgment concerning the relevance of the course or courses to the employee's current or potential duty assignment. Prior to the receipt of such monies, the employee will sign an agreement with the Town allowing the Town to withhold payment of wages and/or benefits, should the individual receive a grade lower than "C", or leave the employ of the Town, for any reason, before completing the course. If an employee obtains credit towards a Master's degree or doctorate based on work experience or training received as a police officer in the course of employment, any tuition charges associated with such credit shall not be reimbursable.

No employee shall be eligible for reimbursement until the employee has completed one (1) year of full-time continuous service.

Credit for police work and experience and training and credit or eligibility for tuition reimbursement for courses of instruction shall have been accepted by an educational institution accredited by the New England Association of Colleges and Secondary Schools. The Chief shall be solely responsible for determining whether or not the work experience and training, and the course work is directly related to the employee's duty assignment in Wellesley and each course and duty assignment will be considered on their individual merit. Decisions of the Chief under this ARTICLE are subject to the grievance procedure set out in ARTICLE 22 of this Agreement up to but not including arbitration.

(f) Primary and Secondary Education Incentive Programs.

I. Primary Education Incentive Program.

The parties acknowledge that the Town has accepted the provisions of M.G.L. Ch. 41, §108L and has provided the education incentive benefits associated with such program. The Town will continue to pay the level of education incentive benefits set forth in such program, as summarized below, which shall hereinafter be called the primary education incentive program, to employees currently participating in this program as well as employees employed prior to July 1, 2009 who have begun to accumulate credit hours for degrees in law enforcement or law prior to October 1, 2009. The base pays for employees in the primary education incentive program be increased by the following percentages as follows: 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. Future employees who transfer from another department where they had been included in an education incentive program pursuant to M.G. L. Ch. 41, §108L shall be eligible for the primary education incentive.

ii. Secondary Education Incentive Program.

Employees who are not eligible for the Primary Education Incentive Program shall be eligible for payment based on academic degrees awarded in qualifying major concentrations. Such major concentrations shall include those that would be eligible for the §108L program, prior to its closure; those listed in paragraph (iii), below; and those disciplines determined by the Chief to be relevant to the employee's current or potential duty assignment, subject to ratification (by individual) by the Board of Selectmen.

iii. Eligible Degrees for secondary education incentive program.

A bachelor's or master's degree in the following major concentrations shall be eligible for the

secondary education incentive program:

- Criminal justice
- Criminal justice administration
- Criminology
- Law enforcement
- Sociology
- Psychology
- Forensic science
- Public administration
- Political science

A Juris Doctor degree is also an eligible degree and shall be treated as a master's degree for the purposes of this agreement.

Degrees shall have been awarded by a college or university listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education.

iv. Payment for the secondary education incentive.

The base salaries for employees in the secondary education incentive program shall be increased by the following amounts:

Sergeants:

Bachelor's degree	12,500 (\$240.38 per week)
Master's degree	15,000 (\$288.46 per week)

Lieutenants:

Bachelor's degree	14,500 (\$278.85 per week)
Master's degree	17,000 (\$326.92 per week)

These additional education incentive amounts shall not be included in the computation of the amounts paid for night differential, prosecuting officer, detective, safety officer, systems manager, EMT, special police officer, car safety technician or other amounts that may be established now or in the future that are computed as a percentage of base pay.

If at any point the Commonwealth amends M.G.L. Chapter 41, §108L ("§108L") or enacts a new police education incentive program, for officers not in the existing §108L program as of October 1, 2009, then it is the parties' mutual intent that such officers receive such base salary increases as are provided in any such legislation to the extent that the Commonwealth in fact funds and makes payment of its share of the costs. The Town's payment of any flat dollar stipends shall be fully credited towards any payment obligation under such amended §108L or new police education incentive program.

(g) Employees covered by this agreement are eligible for overtime payment, where applicable, for EMT re-certification training classes and seminars.

(h) The Association acknowledges and agrees that the Town shall have the right at any time to create and fill a Deputy Chief position. Such position, if created and staffed, shall be outside the bargaining unit and

as such the compensation, duties, means of selection, and all other terms and conditions of employment attendant to the position shall not be mandatory subjects of bargaining, but instead may be established unilaterally by the Town.

The Town and the Union acknowledge that the Chief possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief has the further discretion to determine the number of officers assigned to any such instance necessary to maintain public safety or other legitimate interests of the community or department.

(i) The minimum level of emergency medical service training for employees covered by this contract shall be as first responders and defibrillator operators. It shall be the responsibility of these employees to provide and supervise emergency medical procedures commensurate with their level of training in emergency medical services. This shall include, but not be restricted to, supervision of the public safety dispatch center, as well as supervision of police officers engaged in providing emergency medical services in the field, such as first aid, basic life support and the use of defibrillators.

Those employees who are certified as emergency medical technicians (EMTs) shall receive a stipend equal to 5% of base pay, which will be added to the base wage for purposes of calculating overtime, holiday pay and buyback of days owed, vacation, sick or compensatory time. It shall be included in retirement calculations but shall not be included in the base salary for primary education incentive calculations.

(j) Employees will be paid by direct deposit to one or more banks or other financial institutions only. Employees shall be provided remittance advices by e-mail only. The Employer shall provide forms for employees to designate the bank(s) or financial institution(s) to which their funds shall be deposited and the e-mail address to which the remittance advice shall be sent.

(k) Effective July 1, 2020 Sergeants shall receive a Supervisory Administrative Stipend as a percentage of base pay according to the following schedule:

Effective Date	Stipend Amount
July 1, 2020	1%
July 1, 2021	3%
July 1, 2022	5%

## **ARTICLE 21**

### **Posting of Notices**

A bulletin board will be provided by the EMPLOYER and placed in a conspicuous position near the location where employees enter or leave the premises, for the publication of notices and no notice shall be posted except on such board. If the ASSOCIATION desires to post notices in the Police Station, such notices shall be first submitted to the Chief for his review. No change shall be made in such notice thereafter. No denunciatory or inflammatory written material shall be posted on such bulletin

board.

## **ARTICLE 22** **Settlement of Grievance**

A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his employment or working conditions arising out of the terms and conditions of this Agreement, which have not been resolved to the employee's satisfaction through informal discussions with his immediate superior. Such grievance may relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. The EMPLOYER and the ASSOCIATION expect employees and supervisors to make a sincere effort to reconcile their differences.

(a) The following procedures are established for the settlement of grievances:

1. The employee must notify his Chief in writing of the grievance within ten (10) calendar days after the occurrence of the matter which gave rise to the grievance. The employee's grievance must be signed by the aggrieved employee and a designated representative of the ASSOCIATION and contain the following information:
  - a.) A statement of the grievance which states that part of the Agreement which has been violated;
  - b.) A statement of remedial action or relief sought;
  - c.) Evidence, documentary if possible, to support the grievance;
  - d.) A statement of the reasons why the aggrieved believes the remedy should be granted.

The aggrieved, one member of the grievance committee, and the Chief shall meet within ten (10) calendar days and attempt to resolve the grievance. Within ten (10) calendar days thereafter, such Chief shall render in writing his decision in the matter. Such decision shall be in accordance with the provisions of this Agreement. Such written decision shall be addressed to the ASSOCIATION with a copy to the aggrieved and to the Human Resources Director of the Town of Wellesley.

- 1a. The first step may be waived with prior agreement by both parties.
2. Should the grievance remain unsettled after the decision of the Chief, the grievance may be referred to the Executive Director within fourteen (14) calendar days after the decision of the Chief; otherwise the matter will be considered resolved. The Executive Director and/or its authorized representatives will meet with the Grievance Committee within fourteen (14) calendar days after the referral in an attempt to resolve such grievance.

The Executive Director or its authorized representative will render a decision within fourteen (14) traditional working days (Monday through Friday) or the grievance shall be deemed resolved in favor of the Association. In the event the delegated hearing officer is unavailable, an automatic extension of up to 30 days will be granted.

3. Should the grievance remain unsettled after the meeting with the Executive Director or its authorized representative either party may within fourteen (14) calendar days request arbitration of such grievance.

## **ARTICLE 23**

### **Indemnification**

Employees covered by this agreement shall be covered under the Town of Wellesley Comprehensive Law Enforcement Liability Insurance Policy and shall be eligible to apply to the Town of Wellesley for legal assistance and/or indemnification if any legal action is brought against them, individually, for actions alleged to have been taken in the course of their employment. Such legal assistance and/or indemnification will be consistent with the policy established by the Board of Selectmen and in effect at the time the alleged actions or omissions occurred.

## **ARTICLE 24**

### **Deferred Compensation**

Members of the Association are eligible to participate in the Town's Deferred Compensation program.

## **ARTICLE 25**

### **Seat Belts**

All members of the Association shall be required to wear seat belts when on duty in conformance with the policies and procedures issued by the Chief

## **ARTICLE 26**

### **Light Duty**

#### **SECTION 1. PURPOSE**

Whenever a superior officer is incapacitated for duty because of an injury or illness sustained in the performance of duty, the superior officer shall be granted leave without loss of pay, or benefits, for the period of such incapacity in accordance with the provisions of Massachusetts General Laws Chapter 41, Section 111F.

Light duty is intended to allow the Chief to assign incapacitated police sergeants and lieutenants, who are capable of contributing to the work of the department, to perform duties and responsibilities of their position consistent with the limitations of their injury and/or illness resulting within or outside of their work.

#### **SECTION 2. RETURN TO LIGHT DUTY**

Prior to returning to light duty the Chief shall inform the superior officer of their assignment and hours. The assignment of the hours will be within one of the three established shifts.

A superior officer assigned to light duty shall retain the benefits of their position prior to their injury or illness and upon expiration of the time periods established by contract or law, they will accrue vacation and sick leave in a pro-rated manner consistent with their hours of performance as contrasted to their hours of incapacity.

A superior officer's return to light duty under this article shall not impair any right to injured leave status if

from time to time their work related incapacity prevents the performance of light duty. Similarly, any superior officer who sustains a work related injury or re-aggravation of a work related injury while performing light duty, will be eligible for injured leave in accordance with M.G.L. c. 41 §111F.

In the event a superior officer finds that the light duty assignment has actually aggravated or retarded the healing of his injury he may present medical evidence to that effect to the Chief.

### **SECTION 3. DETERMINING ELIGIBILITY FOR LIGHT DUTY**

Based upon supporting medical documentation, a superior officer may request or the Chief may require a light duty assignment. In making this determination, the advice and counsel of a physician(s) in accordance with the respective and/or relevant provisions of ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE, to determine if the employee is fit to return to light duty, and the related hours and times thereto. Physicians utilized by the Town of Wellesley shall have an expertise, experience, and/or practice in the medical area diagnosed and/or the recommended treatment.

Consideration shall be given to the effects of any prescription medication being taken by the superior officer and reasonable accommodations shall be made in that connection.

The Town of Wellesley, consistent with M.G.L. c. 41 §100, shall bear the reasonable costs of all physicians, and other related medical expenses in cases where the injury is work related. Additionally, with regard to the payment of physicians, each of the parties shall be liable for the costs of medical examinations consistent with the provisions of ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE.

The Town of Wellesley will provide a copy of reports from any examining physician, nurse, or other medical personnel to the superior officer, at their last recorded address, within seven (7) days of the receipt of said information by the Town.

Prior to the determination of the doctor(s) performing the independent medical examination in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE, the employee shall remain on injured or sick leave as is appropriate to the injury or illness.

### **SECTION 4. SCOPE OF DUTIES**

The Chief shall assign a superior officer on light duty only to those duties and responsibilities as defined in the job description(s) for their respective title and for those of a police officer, and those duties, tasks and responsibilities customary to their position within the Wellesley Police Department as a matter of past practice. The assignment and performance of said duties and responsibilities shall be consistent with the final determination(s) of the physician in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE.

In any event, light duty assignments shall not involve prisoner contact. There will be no disciplinary action taken against a superior officer assigned to perform light duty tasks who fails to physically intervene in incidents and events requiring police intervention, consistent with the final determination(s) of the physician in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE. Also, there will be no disciplinary action taken against a superior officer assigned to perform light duty

tasks who does physically intervene in incidents and events requiring police intervention, even though such physical intervention is not consistent with the final determination(s) of the physician in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE.

## **SECTION 5. HOURS OF ASSIGNMENTS**

A light duty assignment shall not extend beyond 90 consecutive days without re-evaluating the medical condition of the superior officer, except when a greater period of time is provided for by the physician rendering the final determination(s) in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE. In no event shall light duty extend beyond the period of disability.

A superior officer shall work a light duty assignment consisting of that number of hours as determined by the physician rendering the final determination(s) in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE.

The department shall be required to maintain accurate records of hours assigned to light duty and upon request, in writing, will make said information available to the employee within a reasonable period of time after said request.

Whenever possible, consistent with the opinion of the physician rendering the final determination(s) in accordance with ARTICLE 16, INJURY WHILE ON DUTY, or ARTICLE 11, SICK LEAVE, the Chief shall make provisions for a superior officer assigned to light duty to have the opportunity to work overtime and/or details.

## **ARTICLE 27**

### **Performance Appraisals**

Effective July 1, 1997 all members of the bargaining unit will receive annual performance evaluations. Evaluations will be based on the criteria contained within the officer's job description, the overall mission of the department, and specific job related goals as assigned annually. The parties agree that the sole purpose of performance evaluations will be to enhance communication within the department and assess individual training needs.

## **ARTICLE 28**

### **Layoff and Recall**

For the purpose of this Agreement, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

In the event that a layoff occurs in the rank of lieutenant, the employee with least seniority in that rank shall have the opportunity to bump the employee with the least seniority in the rank of sergeant. In that event, and in the event that a layoff occurs in the rank of sergeant, the employee with the least seniority shall have the opportunity to bump the patrolman with the least seniority. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the

employee's last known address. A recalled employee shall notify the Chief within fourteen (14) calendar days of mailing of the recall notice of their intention to return to the Wellesley Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived their right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall he shall provide the employee with a written statement of his reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

## **ARTICLE 29** **Promotions and Assessment Centers**

The policies and procedures concerning promotional opportunities are set forth in the Promotions Policy 4.18. The Town agrees to meet and confer with the Union prior to making any substantive changes in said policy and presenting an amended policy to the Board of Selectmen for approval;

The Chief of Police shall have the option of incorporating an assessment center component into the testing or selection of candidates for any promotion to the ranks of sergeant or lieutenant that utilize a civil service exam administered after July 1, 2005.

## **ARTICLE 30** **Legislation**

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, Federal or State, Town Bylaw, or Civil Service regulation, or should any provision of this Agreement be found to be in violation of any Federal or State law, Town Bylaw or Civil Service regulation by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 31** **Effect of Agreement**

(a) This instrument constitutes the entire Agreement of the EMPLOYER and the ASSOCIATION arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been

reduced to writing and signed by the parties.

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

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all terms and conditions of the Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) Where this Agreement requires the appropriation of funds on the part of the EMPLOYER to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

## **ARTICLE 32 Technology Policy**

The Town may implement an "in-car video system and mobile video recording" policy as developed in conjunction with the Union. Any future substantive changes to the policy and/or procedure shall be negotiated with the Union.

## **ARTICLE 33 Drug Testing**

**Wellesley Superior Officer's Association  
Drug and Alcohol Policy  
July 1, 2020**

### **1. Introduction**

This policy has been adopted to address potential drug and alcohol abuse by Wellesley Police Superior Officer's Association personnel, to ensure a safe, healthy and productive work environment, to protect the health and welfare of the citizens of the Town of Wellesley, and to assure compliance with the Federal Drug-Free Workplace Act of 1988. These procedures provide the Town with reasonable measures to ensure that drug and/or alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

It is the general intent of the policy to create a humanitarian program. Treatment and discipline are

both important aspects of the plan. Drug and alcohol testing, which will be part of the program, is intended in part as a means of identifying those who need help.

The Town will not tolerate any drug or alcohol use which could affect an employee's job performance. The public has a right to expect that Superior Officer personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing and applies to all Wellesley Police Superior Officer's Association personnel.

## 2. Prohibited Conduct

- A. The following conduct by members of the bargaining unit is prohibited:
  - 1) The use, transfer, manufacture, sale or unauthorized possession of illegal drugs.
  - 2) The use or unauthorized possession of alcohol on Town property, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, or during working hours.
  - 3) Reporting to or staying at work with the metabolite of an illegal drug in the blood, or with a blood alcohol level of 0.02 or above.
  - 4) Driving under the influence of alcohol or drugs while on duty.
  - 5) Switching or adulterating any sample.
  - 6) Refusing to consent to testing, or refusing to submit a breath or urine sample for testing.
- B. Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief within 24 hours of the arrest or conviction, or upon return to duty for the employee's next shift, whichever is shorter. Such arrest or conviction will be considered reasonable suspicion and the employee will be required to submit to testing in accordance with section 4.

## 3. Prohibited Drugs

- A. Controlled Substances: For the purposes of this policy, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines.
- B. Prescription Medication: An employee who is taking a controlled substance under a valid prescription should check with their physician to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any questions or doubts should be raised with the Police Chief. The use of prescription medication without a valid prescription shall be considered a controlled substance.

## 4. Testing

- A. All members of the bargaining unit will be tested for drugs and/or alcohol under the following

circumstances:

- 1) New employees will submit to a drug test before their date of hire.
- 2) Reasonable Suspicion of Drug and/or Alcohol Use: When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.

The determination of "reasonable suspicion" shall be made based on specific, observable phenomena, such as: direct observation of on-duty alcohol use or possession; direct observation of on-duty or off-duty use or possession of illegal drugs; the display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors; a pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse; arrest, indictment, or conviction for a drug-related offense; and/or behavior which is determined to pose a substantial risk of injury or property damage, which is not attributed to other factors, and which appears to be related to drug and/or alcohol abuse.

The determination of reasonable suspicion may be made by any Superior Officer or the Deputy Chief. An Observed Behavior Reasonable Suspicion Record as shown on Appendix D, shall be completed by said Superior Officer.

The Town will provide reasonable suspicion training for all members of the Department. Upon implementation of this policy, reasonable suspicion training will be conducted on duty. The Town will provide periodic refresher training for all Department staff that will be conducted on duty. The training is intended to ensure that all personnel are able to identify situations when their own personal safety or that of their coworkers may be at risk by someone exhibiting signs of a substance abuse problem or under the influence of drugs or alcohol. Any employee who feels that their wellbeing is threatened by someone who may be either under the influence of drugs or alcohol or who may have a substance abuse problem should report those concerns to any ranking Superior Officer or the Deputy Chief who will then immediately report those concerns to the Police Chief or the Deputy Chief of Police or make a determination of reasonable suspicion in accordance with section above.

An employee will be placed on administrative leave while waiting for a test result based on reasonable suspicion.

- 3) Post-Incident: Any employee involved in an accident, or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, either of

which results in serious injury or serious property damage, may be directed by the Chief of Police to submit to a drug and/or alcohol test.

- 4) Random Testing: The Town may conduct a random drug and alcohol test once per fiscal year. The Town shall provide notice to the Union of the date of the random testing no fewer than forty-five (45) days in advance. The names of all employees scheduled and present to work that calendar day shall be submitted to the drug testing facility, which will in turn randomly select no more than two (2) names for testing, but not two (2) employees from the same shift.
- 5) Return to Duty: When an employee tests positive for drugs or alcohol, the employee will be required to submit to a return to duty drug and/or alcohol test after assessment by a substance abuse professional (SAP), completion of treatment, and clearance to return to full-duty is provided by the SAP. In order to return to duty, the employee must have a BAC of not more than .00 and/or a verified negative drug test. Without a successful test result, the employee is considered to be unqualified to continue to perform work-related functions. The cost of the return to duty test will be borne by the Town.
- 6) Follow-up Testing: An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of the employee's continued employment at the discretion of the Chief of Police. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than two (2) years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.

## 5. Testing Procedures

A. Alcohol Testing: Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

B. Drug Screening: Drug screening for prohibited drugs using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

### C. Re-tests

- 1) The urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.
- 2) Alcohol testing will include provisions for re-testing in accordance with DOT regulations.
- 3) The Town shall immediately place any employees who have requested a re-test on administrative leave pending the outcome of the re-test.
- 4) The cost of the re-test will be borne by the employee. If the result of the re-test result is

negative, the employee shall be reimbursed for the costs of the test.

- 5) Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test, when the MRO deems the test to be negative, or which is invalidated for any reason, through no fault of the employee will be deemed a negative result. The sample and the results will be destroyed.
- 6) All negative samples will be destroyed, and all positive samples will be destroyed after any appeal period has been exhausted. Samples will not be tested for any purpose other than the drugs specified.
- 7) Test results and medical information will be provided to and maintained by the Chief of Police.
- 8) Off-duty employees directed to be tested by the Town in accordance with this policy will be paid overtime in accordance with the applicable provisions of the Collective Bargaining Agreement.

## 6. Searches

The Town has the right to search for alcohol or drugs on Town owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

## 7. Violation of this Policy

- A. Employees who test positive for alcohol and/or drugs will be placed on administrative leave and will be subject to the progressive discipline and/or rehabilitation process.
  - 1) Upon a first violation of this policy, employees will be placed on administrative leave and will be required to attend a certified drug and alcohol rehabilitation program that may be inpatient or outpatient. The program must be approved by the Chief of Police and a Substance Abuse Professional (SAP).
  - 2) Employees who enter into a Rehabilitation Agreement must be evaluated by a Substance Abuse Professional (SAP) and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment of the recommended treatment will be at the expense of the employee (or their health insurance program, if applicable). Employees will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is appropriate, during the treatment period. Employees who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.
  - 3) Employees who have been evaluated by a Substance Abuse Professional, who are cleared by the SAP to perform all of their essential functions, who comply with any recommended treatment, who have taken and passed a return to duty test, and who are subject to unannounced follow-up tests, may return to work. As a condition of employment, the employee must comply with prescribed follow-up care, if any.

- 4) Employees who have returned to work under these conditions and who subsequently test positive for drugs or alcohol in accordance with this policy will be suspended, without pay, for a period of thirty (30) days. During that time the employee must comply with the conditions set forth under 7. A(1). The employee may not use accrued leave during this period.
- 5) Any employee that is found to be in violation of this policy for a third time shall receive disciplinary action up to, and including termination.

## **ARTICLE 34**

### **Duration**

The Agreement shall become effective July 1, 2020, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2023. Negotiations for a successor Agreement shall begin after written notice by either party of its desire to commence negotiations for a successor Agreement. The Town and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

IN WITNESS THEREOF, the EMPLOYER has caused this instrument to be duly executed by its authorized designees and the ASSOCIATION acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 16th day of November, 2020.

**TOWN OF WELLESLEY:**

Mayne R. Fein

Chair, Board of Selectmen

**WELLESLEY POLICE SUPERIOR  
OFFICERS ASSOCIATION:**

SAC

President

Thomas H. Fitzgerald  
Det. Lieutenant Woods

Tom Mohay  
Clinton E. Anne

Mark May  
Glen DeGennaro

## APPENDIX "B"

### Health Reimbursement Arrangement (HRA)

Employees will be offered a Town-funded health reimbursement arrangement (HRA) for calendar years 2009, 2010 and 2011.

An HRA is an account funded by an employer to reimburse participating employees for out-of-pocket medical expenses on a tax-free basis. Similar to a flexible spending account (which is funded by the participating employee), amounts to be credited to the account are set by plan year. When an employee incurs an out-of-pocket medical expense that is covered by the plan, the employee submits a receipt with a claim form to the plan administrator for reimbursement. Although the expense must be incurred during the plan year, there's a period of time after the end of the year in which to file a claim. Because this kind of account is authorized by the Internal Revenue Code, the employee does not pay taxes on the reimbursement.

For each calendar (plan) year 2009, 2010 and 2011, a family plan subscriber's account will be credited with \$1,000; an individual plan subscriber's account will be credited with \$400.

Eligible expenses for reimbursement will be co-pays according to the following schedule:

Office visit-primary care	\$10 calendar year 2009; \$5 calendar 2010; \$0 calendar year 2011
Office visit-specialist care	\$20
Emergency room (not admitted)	\$25
In-patient	\$150
Same-day surgery	\$75
Diagnostic imaging	\$50
Prescription drug- retail	\$10 for each prescription >= \$25
Prescription drug -mail order	\$20 for each prescription

HRA funds must be expended before employee's flexible spending account (FSA) for eligible expenses. The Town will pay the administrative fee for the HRAs.

Any unexpended funds in an employee's account at the end of the plan year (calendar year) will revert to the Town.

Claims incurred during a given plan year may be submitted for reimbursement through January 31 of the following calendar year. Terminated employees will retain access to their HRA through the last day of health insurance coverage.

The full amount of annual reimbursement will be available to employees at the beginning of the plan year.

Participating employees must provide direct deposit information to facilitate reimbursement.

Participating employees will be eligible for reimbursement after exhausting the \$1,000 HRA for family subscribers or \$400 for individual subscribers through a \$50,000 pool established annually on a calendar year basis through 2011 by the Town for such excess claim by all participating employees in the rate-saver plans in all departments. Reimbursement will be made in full to the extent that the aggregate of all excess reimbursement claims does not exceed \$50,000; and on a pro-rated basis if the aggregate amount of all reimbursement claims exceeds \$50,000.