

COLLECTIVE BARGAINING AGREEMENT

between the

TOWN OF WELLESLEY

and

WELLESLEY POLICE PATROLMEN'S
ASSOCIATION

July 1, 2023 - June 30, 2026

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Agreement entered into the 1st day of July 2023 between the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the "EMPLOYER" and the Wellesley Police Patrolmen's 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 Patrolmen's 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 police officers of the Police Department of said Town of Wellesley except such employees as are excluded from membership in a unit appropriate for the purposes of collective bargaining. "Association representatives" as used in this Agreement shall mean the ASSOCIATION designee. "Chief" shall mean the Chief of Police. Wherever 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: Chief, Deputy Chief, Lieutenants, Sergeants, and all other departmental employees.

(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.

(a) 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, 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. Disputes concerning whether suspensions, demotions, discharges or other disciplinary actions imposed against employees are for just cause shall be subject to Article 23, Settlement of Grievance.

(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.

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 23 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 their 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 their regular hours of duty as hereinafter set forth.

(a) The regular hours of duty per week shall be forty (40) hours. For employees on shift assignments, hours of duty shall be an average of forty (40) hours per calendar week over an eight (8) week period of regular duty hours scheduled five (5) days of duty followed by three (3) days off, ad infinitum.

(b) 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.

From April through November of each year bike patrol schedules for the "day" shift shall commence between 7 A.M. and 9 A.M.; the "first half" or second shift will commence between 3:00 P.M. and 5:30 P.M.; and the "last half" or third shift will commence between 10:30 P.M. and 2:00 A.M.

In certain circumstances there may be a need to assign an officer on shift assignment outside of the normal "shift" start times. Nothing here shall prevent the Chief from assigning an officer to a "shift" that starts outside of their assigned shift times, provided the officer is given at least 24-hour prior notice or is amenable to the move. If an officer is moved from their assigned shift times, it would be on a temporary basis not to exceed (5) continuous days, and such movement shall not be exercised in an arbitrary or capricious manner. No single officer shall be moved more than (5) days in a six-month period. If such a movement is to occur, every effort will be made so as to not disrupt the other officers on normal shift coverage.

The Officer/handler of the Community Comfort Dog shall only work the "day shift" or "first half" shifts as their regularly assigned shifts.

(c) Employees covered by this Agreement are required to work overtime as a condition of employment. Except at the discretion of the Chief, employees shall not be required to work more than two consecutive shifts. Subject to the requirements of the department, overtime shall be assigned on an equitable basis among employees in each classification. No employee shall actually work more than 18 hours in a 24-hour period unless the Chief determines otherwise.

(d) Permission to exchange duty days shall be subject to the following rules:

1.) The granting or denial thereof shall be within the Chiefs discretion provided that such discretion shall not be exercised in an arbitrary or capricious manner.

2.) Swaps allowed for greater than five (5) consecutive days shall be subject to the following:

a.) Employees on the shift to which the employee desiring the swap is going shall be given the opportunity to express their desire to swap. Where, in the judgment of the Chief, the qualifications of two (2) or more employees desiring to make the swap are equal, seniority shall govern.

b.) Subject to unusual circumstances, no swaps between the same two (2) employees may exceed six (6) months nor may the same two (2) employees be involved in the same swap more than once in the period of one (1) year commencing from the date of the swap.

3.) Employees who do not hold a certification as an Emergency Medical Technician shall be entitled to swap shifts with employees who do hold certification as an Emergency Medical Technician, with the approval of the Shift Commander, provided there are two (2) EMT's on duty, whether patrolmen or not.

(e) Employees who are assigned to a regularly scheduled second or third shift shall be paid a five percent (5%) premium for work on such shifts. Shift premiums shall not be included in the calculation of Quinn Bill education benefits.

Such employees working beyond the regularly scheduled hours of such shifts shall have the night shift premium included in the computation of such daily overtime as may be due them for the work performed. Effective July 1, 1996 the night shift premium will be included for purposes of computing vacation and personal leave buyback.

(f) Employees required to attend court as part of their police duties, on a shift when they would normally be off-duty, shall be considered on-duty, and 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. 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.

Employees required to attend seminars, meetings, training sessions, or other assignments as part of their police duties and with prior authorization by the Chief of Police or the Chief's designee 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

(g) 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, they shall be paid for four (4) hours at the rate to which they would normally be entitled for their assignment, unless they are assigned other work in the Department for the day which they are qualified to perform. Should an employee report for work on a regularly scheduled overtime day without having been previously notified not to report, they shall be paid four (4) hours at their overtime rate or assigned to other available work which they are qualified to perform.

(h) Nothing contained herein shall preclude the Chief from establishing or scheduling jobs on a traditional five days, forty hours, workweek, Monday - Friday, with Saturday and Sunday off. Employees who as of July 1, 1982 were working in "5/2" jobs and were receiving the number of days off of "5/3" jobs shall continue to receive such number of days off so long as they continue to

occupy said "5/2" jobs. "Days owed", so called, will be taken as directed or approved by the Chief.

(i) Employees who work an extra shift on first half Christmas Eve, Christmas, Thanksgiving, first half New Year's Eve, or last half and day shift on New Year's Day shall be compensated at two (2) times their regular rate of pay as provided in Article 21, sections (a) and (i), and Article 8, section (e) of this Agreement for all hours in excess of their regular shift.

(i) Employees covered by this agreement are eligible for overtime payments, where approved and applicable, for E.M.T recertification training and seminars.

ARTICLE 9 Holidays

(a) Employees will be paid an annual payment on or about December 1st of each year for ten (10) holidays, whether worked or not, including Juneteenth.

Employees who work a shift on Thanksgiving Day or Christmas Day will be compensated at a rate of one fifth (1/5) of a week's pay in addition to their regular rate of pay.

Any employee who works on a designated holiday may choose to be paid monetary compensation for such holiday or take a straight time compensatory shift off, scheduled with the approval of management.

ARTICLE 10 Vacations

(a) The following annual vacations with pay shall be granted to all employees 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. Three 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. 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 police 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.

(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 the prior approval of Chief, salaries shall not be paid in lieu of vacations except to those employees entitled to fifteen (15), twenty (20), or twenty-five (25) shifts of vacation allowance. Employees must use ten (10) days of vacation prior to requesting a buy-back of any allotted vacation time." LANGUAGE DELETED BUT NOT TRACKED?

(c) Employees eligible for vacation shall be entitled to a vacation of two (2) calendar weeks during the prime vacation period of June 15 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 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 their 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 their total service shall be based for computation of vacation. If a former employee returns to service of the Town within twelve (12) months of their termination and following their return completes a period of service equal to the time between their 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 shall be eligible for ten (10) days absence with pay at one-fifth (1/5) their weekly rate as set forth in ARTICLE 21 of this Agreement each fiscal year, plus one (1) additional day for each five (5) years of service to a maximum of four (4) additional days for twenty (20) or more years of service.

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 said unused days 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. The maximum accumulation shall be ninety (90) days.

Employees shall, upon retirement, be compensated for accumulated days of absence with pay to a maximum of 90 days, provided the Chief 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 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 (1) day of absence with pay as set forth above for each one (1) full calendar month 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. The maximum days to be earned for this month-to-month timeframe shall be ten (1) days of absence per fiscal year.

(b) Employees absent due to non-work related illness or injury shall be entitled to pay at eighty percent (80%) of their weekly pay as set forth in ARTICLE 21 of the Agreement for up to twenty-six (26) calendar weeks for each illness or injury on the presentation of a Certificate of Disability (such form to be provided by the EMPLOYER) signed by the attending physician. 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 21 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. The additional thirteen (13) calendar week benefit ceases upon the signing of the 7/96 - 6/99 contract and will be reinstated only if the Town fails to continue carrying Long Term Disability Insurance. The first four (4) consecutive work days shall be charged against the employee's yearly sick leave allowance.

(c) To be entitled to pay for absences under this ARTICLE employee must notify their 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 eight (8) 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 eight (8) calendar days, whether or not work related, a certificate by the attending physician that the employee is able to return to their 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 their 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 one fourth (1/4) of the contract year that an employee does not call in sick or take an emergency personal day, he/she will be eligible for one personal day. 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. An employee may take two emergency personal days per year without losing eligibility for the additional personal day for the quarter or the additional personal day for the year. Scheduling of all such days off shall be upon approval of the employee's immediate supervisor.

(f) The first three (3) regularly scheduled shifts during the contract year an employee calls in sick, he/she will be ineligible for extra shifts and extra details for twenty-four (24) hours after the conclusion of each of those regularly scheduled shifts. The fourth (4th) through the ninth (9th) regularly scheduled shifts the same contract year that an employee calls in sick, he/she will be ineligible for extra shifts and extra details for the following seventy-two (72) hours after the conclusion of those regularly scheduled shifts. From the tenth (10th) time on in that same contract year, that an employee calls in sick, extra shifts and extra details will be denied for the ten (10) days following the conclusion of those regularly scheduled shifts. Restriction may be waived at the discretion of the Chief.

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. When, in the judgment of the Chief, unusual circumstances exist, up to three (3) additional work days may be granted with or without pay. "Immediate family" is defined as spouse, spouses' sibling, fiancé/fiancée, mother, step mother, father, step father, sister, brother, son, daughter, adopted child, stepchild, 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.

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.

ARTICLE 13 Military Leave

Employees who leave Town employment to enter military service, or if as a reservist are placed on active duty, may be granted a military leave of absence in accordance with state and federal law. The Town complies with M.G.L. c. 33 s. 59 and the Federal Uniformed Services Employment

and Reemployment Rights Act relative to the reemployment, benefits, and compensation in the event employees are called to active military duty or training.

Employees who learn that they are required to attend military training must notify the Chief, in writing, as soon as possible about the expected duration of the training and their anticipated date of return. Employees called to active duty must notify the chief, in writing, as soon as possible before they leave for active duty, and they must indicate their expected dates of leave and return. It is the employee's responsibility to also submit a Personnel Action Form and a copy of the military orders to the Human Resources Department.

ARTICLE 14 Leave of Absence

(a) Leave of absence shall be granted without loss of pay for up to two (2) working days to three (3) employees covered by this Agreement for the purposes of attending conventions of the MASSCOP as a duly authorized delegate, provided, however, that not more than two (2) employees shall be from the same shift. 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 convention and submitted four (4) weeks prior to the effective date where possible, but in no event less than two (1) weeks.

(b) Leaves of absence may be granted without compensation by the Chief and at the Chief's 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.

(c) The Town will conform to the Massachusetts General Laws regarding the granting of maternity leave. Employees may use current vacation and personal leave for maternity leave. The use of sick leave and the provisions of Article 11(b) shall only be available when actual physical injury or illness prevents the employee from returning to work.

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) Effective July 1, 1998, the ASSOCIATION agrees to permit the Town to decrease the number of Health Maintenance Organization plans offered to unit employees without bargaining with the ASSOCIATION as long as two HMO plans are available. In the event the Town seeks to

go below two (2) HMO plans, the ASSOCIATION shall be notified and the Town shall be required to bargain with the ASSOCIATION. Effective July 1, 2008, the Tufts PPO plan will be closed to new subscribers.

(c) 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 "C".

(d) 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 expense of such injury in accordance with Section 100 of said statute. For the purposes of this Paragraph (a), the determination of an employee's incapacity for duty shall be made by either the employee's physician or a physician designated by the Town.

(b) An individual who is absent from duty for over ninety (90) consecutive work days due to an on-the-job injury will not accumulate vacation or sick leave credits.

(c) Whenever an employee is paid in accordance with the provisions of Paragraph (a) above and the Town desires to have such employee examined by a physician or specialist designated by the Town, the Town, at its expense, shall schedule a medical examination before a designated physician or specialist of its choosing with a regular office location no more than 25 miles from the borders of the Town of Wellesley so long as there is a qualified physician or specialist to provide such service within that area.

(d) An employee's personal physician shall be afforded full opportunity to consult with the designated physician of the Town prior to any determination by such physician as to an employee's fitness to resume duty. It is the responsibility of the employee to have their doctor consult with the designated physician of the Town.

(e) An employee who has been injured on duty shall sign a release form authorizing representatives and/or agents of the insurance company providing the Town and its police officers with coverage for injuries while on duty access to medical records or other documents related to such injury.

ARTICLE 17 Light Duty

SECTION 1. PURPOSE

Whenever a police officer is incapacitated for duty because of an injury or illness sustained in the performance of duty, the police 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 officers, 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 police officer of their assignment and hours. The assignment of the hours will be within one of the three established shifts.

A police 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, he/she will accrue vacation and sick time in a pro-rated manner consistent with their hours of performance as contrasted to their hours of incapacity.

A police 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 police officer who sustains a work related injury or re-aggravation of a work related injury while performing light duty, he/she will be eligible for injured leave in accordance with M.G.L. c. 41 s.111F.

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

SECTION 3. DETERMINING ELIGIBILITY FOR LIGHT DUTY

Based upon supporting medical documentation, a police 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 prescription medication being taken by the police officer and reasonable accommodations shall be made in that connection.

The Town of Wellesley, consistent with M.G.L. c. 41 s.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 police 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 police officer on light duty only to those duties and responsibilities as defined in the job description(s) for their respective title, 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 police 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 police 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 police 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 police 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 police officer assigned to light duty to have the opportunity to work overtime and/or details.

ARTICLE 18 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 articles of clothing. Each officer shall be entitled to an annual clothing allowance of six hundred dollars (\$600). Such uniform allowance will be paid annually, after successful completion of the first year of employment. An employee shall submit uniform requests to the Chief or the Chief's designee, indicating the items of clothing to be obtained by such employee. The Department will pay the vendor directly for such clothing up to the foregoing maximum amount.

Each employee shall be provided with an annual uniform/cleaning allowance in the amount of four hundred dollars (\$400)

(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 22 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 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 supplied as a required uniform item and will be worn or available within the police vehicle unless otherwise determined by the Chief of the Department. Vests shall be required for strike details and other selected details as determined by the Chief of the Department. Such vests shall be accounted for in the same manner as any other uniform item. Costs of the vests shall be applied against the uniform allowance.

ARTICLE 19 Assessment Centers

The Chief 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.

ARTICLE20 Seniority

(a) Seniority among patrolmen in the Wellesley Police Department shall be determined by the date of appointment. If more than one candidate is appointed at a time, then their overall academic score from the academy shall determine seniority, regardless of whether they attend the same academy. If two candidates obtain the same academic score, then a coin toss shall determine seniority. If the Department hires a full time sworn police officer from another department, and he/she is appointed at the same time as a new hire, then that full time sworn officer shall have

seniority. If two new hires are full time officers from another department, then their time as a full time officer shall determine seniority. If any other situation not covered by this section occurs, then the Chief will consult with the Union to come to a fair decision.

(b) Notwithstanding any other provisions of this Agreement, annually, during the period of March 1 and March 15, the Chief, or the Chief's designee, shall ask each employee, in order of seniority, which particular shift(s) such employee wishes to be assigned to for the next fiscal year, that is, July 1 - June 30. Employees who are eligible for shift bidding shall be assigned to the shift(s) selected, in order of seniority, effective July 1. Excluded from the shift bidding are probationary employees and the six non-probationary employees with the lowest seniority ratings assigned as patrol officer, bicycle officer, or safety officer. The Chief will, in making assignments of employees who are excluded from shift bidding, take into consideration those employees' shift preferences as well as the needs of the Department. The annual shift bid procedures set forth in the preceding sentence shall not apply to the job titles of detective, court officer, safety officer, bicycle officer, assistant court officer and systems manager, except under the condition previously noted herein. If new positions are created (e.g. community affairs officer, school liaison officer, etc.), the ASSOCIATION and TOWN will bargain over whether bid procedure should be applicable to such positions.

In the event a permanent vacancy occurs on a shift or the need for a temporary assignment on a shift arises, a notice of such vacancy or temporary shift assignment shall be posted on the bulletin board provided for in ARTICLE 22 for five (5) consecutive days. Employees who wish to be considered for such posted vacancy or posted temporary shift assignment shall personally sign their name on the notice. In determining who shall be selected to fill any such vacancy or temporary assignment, consideration shall be given to the nature of the duties to be performed and the special qualifications of the bidders, but only as outlined in ARTICLE 21(a) of this Agreement. Where, in the judgment of the Chief, the special qualifications of the bidders are equal, the senior bidder shall be assigned to the vacancy or given the temporary shift assignment. In the event there are no bidders for such vacancy or temporary assignment, the same may be filled by the Chief as the Chief deems necessary for the purpose of servicing the requirements of the department, except that if the Chief fills such a vacancy by transfer, the junior employee with the special qualifications shall be assigned to the vacancy or temporary assignment.

As used in this section, permanent vacancy means an assignment of more than six (6) months duration. A temporary vacancy or assignment is one of up to six (6) months duration. In cases of emergency of up to one (1) month's duration, the Chief may fill the vacancy as the Chief deems necessary without posting as provided above. No employee shall be required to perform a temporary shift assignment and/or emergency assignment under this ARTICLE more than one time during any year of this Agreement.

Anything contained in this Agreement to the contrary notwithstanding, the Chief may make whatever transfers or assignments the Chief deems to be in the best interests of the Town of Wellesley, provided that no such transfer or assignment shall be made arbitrarily or capriciously.

(c) Each new employee shall serve a one-year probationary period. Until an employee has completed this one-year probationary period, he/she may be discharged at the sole discretion of the Town. No such discharge may be made the subject of the grievance or arbitration provisions of this contract, and an arbitrator shall be without authority to hear such grievance, or to order any remedy. The probationary period shall begin on graduation day upon successful completion from the police academy of a new recruit. The probationary period for a POST certified/academy trained new hire or lateral transfer shall be upon the first day on payroll as an officer.

(d) There shall exist the position of Motorcycle Officer, assignment to which shall be in

the Chief's 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).

ARTICLE21
Rates of Pay

(a) The weekly rates of pay effective July 1, 2023 through June 30, 2026 with respect to the following job classifications shall be as follows:

Post Certified Police Officer	Step 1 (Academy)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (10 year)	Step 8 (25 year)
July 1, 2023	\$1,128.17	\$1,150.75	\$1,186.20	\$1,255.89	\$1,325.88	\$1,395.76	\$1,437.63	\$1,480.76
July 1, 2024	\$1,162.02	\$1,185.27	\$1,221.79	\$1,293.57	\$1,368.66	\$1,437.63	\$1,480.76	\$1,525.18
July 1, 2025	\$1,196.88	\$1,220.83	\$1,258.44	\$1,332.38	\$1,406.63	\$1,480.76	\$1,525.18	\$1,570.94

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

	Classification	Stipend Rates	Total Stipend with EMT& Technology
P20	Prosecuting Officer Detective Safety Officer Systems Manager	8%	14%
P18	Police Officer - EMT	5%	6%
P15	Police Officer – Special – Car Seat Technician	3% 2%	9% 8%
P10	Police Officer- Technology	1%	1%

Employees receiving stipends for prosecuting officer, detective, safety officer, systems manager and special officer may receive an additional stipend of 4% for EMT and 1% for Technology as shown above as shown above.

Employees are required to retain the certifications that lead to the above stipends unless they are

expressly granted permission by the Chief to let a certification lapse.

Special assignment stipends will be added to the base wage for purposes of calculating overtime, holiday, and buyback of sick or vacation time and be included in retirement calculations.

(b) New employees hired after July 1, 2020 may be hired at any step of the range for the classification for which they are hired. New employees may advance one (1) step rate at the end of their first twelve (12) months of employment on the recommendation of the Chief or the Chief's designated representative. New employees who attend a police academy will start at step 1 (Academy) lasting 22 weeks. Upon completion of the police academy they may advance to step 2 and may not advance to step 3 until 12 months of employment has been reached, and upon the recommendation of the Chief or the Chief's designated representative. New employees may advance one (1) step annually thereafter until reaching step 6. Employees shall advance to step 7 upon completion of ten (10) years of service with the Town of Wellesley or prior police experience. Employees shall advance to step 8 upon completion of twenty-five (25) years of service with the Town of Wellesley or prior police experience. Prior police experience shall mean any police service after completion of a full time police academy.

(c) Should an employee be denied a step rate increase upon the review of their performance by the Chief and the Human Resources Board, the employee shall be informed by the Chief in writing of the reason or reasons for such denial.

(d) When an employee is promoted to a higher rated job, they shall enter at the minimum of the job rate range to which they are promoted or the step rate next above their present rate, whichever is higher. They may also receive an additional one-step rate increase at the time on the recommendation of the Chief or the Chief's designated representative.

(e) 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. However, when employees are notified of the call-in prior to the completion of the previous shift, they shall be paid the actual time worked for such additional hours at their overtime rate of pay.

(f) Employees working "paid detail" so-called shall be paid at their hourly overtime rate of pay. 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 eight (8) hours off duty shall have elapsed prior to the acceptance of such "paid detail" work. However, should an employee work on a "paid detail" assignment during an eight (8) hour period immediately preceding a regular duty assignment, such "paid detail" shall not act as a limitation upon the EMPLOYER'S right thereafter to assign any such employee to work two (2) consecutive shifts except that no employee shall actually work more than 18 hours in a 24-hour period unless the Chief of the Department determines otherwise. For the purposes of this section, "strike" shall include "labor dispute as determined by the Chief."

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 ½) the detail rate. A ten percent (10%) administrative charge will be added to all detail charges, to be retained 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.

(g) In the event an employee is assigned the duties of a Sergeant for one full shift or more, he/she shall be paid at the Sergeant's rate from the first full shift so scheduled.

(h) Employees hired prior to July 1, 2009 who are not eligible for the primary or secondary education incentive program , 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 the ARTICLE, and an additional amount as follows:

9 semester hour credits	\$ 7.75 per week
18 semester hour credits	15.50 per week
36 semester hour credits	23.25 per week
60 semester hour credits	35.00 per week

Such credit must be:

- (I) acceptable for credit toward a major in an educational degree in police science, law enforcement, or criminal justice;
- (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; courses or a bachelor's degree in criminal justice, police science, law enforcement or related field; or
- (III) directly related to the employee's duty assignments in the Town of Wellesley.

Employees who, while employed in the Department, satisfactorily complete additional courses for such credit beyond the above payment schedules shall be eligible for reimbursement for tuition, books and fees upon presentation of transcript and receipted bill. This provision applies only to courses enrolled in after July 1, 1980 and towards an appropriate Bachelor's Degree (Police Science, Law Enforcement, Criminal Justice or related field.)

Those employees enrolled in a program in excess of a Bachelor's degree on or before July 1, 1985, shall be eligible for reimbursement described in the above paragraph.

No employee shall be eligible for reimbursement until they have 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 in instruction shall have been accepted by an educational institution accredited by the New England Association of Colleges and Secondary Schools. The Chief of Department 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 of Department under this ARTICLE are subject to the grievance procedure set out in ARTICLE 23 of this Agreement up to but not including arbitration.

Employees hired after June 30, 1998 must receive an Associate's degree from an accredited college in the field of Criminal Justice or related field within five years of employment or they are subject to dismissal. In extenuating circumstances, the five-year time period can be extended at the discretion of the Chief of the Department.

(i) 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 percentages associated with the primary education incentive program are 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 Select Board.

iii. Eligible Degrees for secondary education incentive program.

An associate's, 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 mirroring the percentages associated with the primary education incentive program, which are as follows: 10% for an Associate's degree or sixty (60) points earned towards a Baccalaureate degree in law enforcement; 20% for a Baccalaureate degree, and 25% for a Master's or Law degree (see Addendum A)

(k) During negotiations for the contract concluding June 30th, 1996 the parties agreed:

A) Officers suspended from duty will be authorized by the Chief to perform employment while on suspension, so long as the type of work would not be considered a conflict of the duties and responsibilities of a police officer had they not been suspended from duty. If an officer performs such work while on suspension, such earnings will not later be used as an offset to any obligation the Town may have to pay the officer back pay.

B) If the suspension is later rescinded and back pay is received by the officer, the officer will receive back pay based on their base salary including educational incentive, shift differential, specialty pay or stipends, but not including pay for missed overtime or detail opportunities, plus interest thereon at the statutory rate then prevailing in the Commonwealth. The officer will also be repaid for any payment for health insurance premiums which the officer would not have had to make had the officer been employed. This will constitute the total back pay obligation of the Town. Upon the payment of any back pay, however, the Chief will calculate the number of overtime and detail opportunities the officer missed as a result of being suspended. In addition to the back

pay provided above, the officer will be offered overtime and detail assignments on a preferential basis under the department's overtime detail system so as to restore them to parity with other officers as regards the total number of overtime/detail opportunities available to each.

(1) Effective July 1, 2008 the Town will fully reimburse employees who have paid the academy fee to attend the Police Academy as a condition of their appointment to the Wellesley Police Department. This reimbursement will be dispersed after their successful completion of five years of service with the Wellesley Police Department. Employees who terminate their employment prior to completing five years of service will not be eligible for reimbursement. Employees who paid their academy fee in full prior to July 1, 2008 are not eligible for reimbursement.

(m) 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.

(n) Employees who serve as field training officers shall be granted one hour of overtime pay or its equivalent in paid time off for each eight hours and thirty minute assigned patrol shift during which they actually provide field training to a new officer pursuant to an assignment by the Chief or the Chief's designee.

ARTICLE22 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 the Chief's review. No change shall be made in such notice thereafter. No denunciatory or inflammatory written material shall be posted on such bulletin board.

ARTICLE23 Settlement of Grievance

A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of their 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 their 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 the 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, the Chief shall render, in writing, the Chief's 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 the Human Resources Director of the Town of Wellesley.

2. The first step may be waived with prior agreement by both parties.
3. 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) days after the referral in an attempt to resolve such grievance.

The Human Resources Board or its authorized representative will render a decision within fourteen (14) calendar days of their meeting with the Grievance Committee, or the case will be considered resolved in favor of the Association.

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

(b) Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association.

(c) The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not have the right to add to, detract from, or in any way alter provisions of the Agreement. The decision of the arbitrator shall be rendered within fifteen (15) days of the completion of the hearing, but such period shall be extended by mutual agreement of the parties hereto. The award of the arbitrator shall be final and binding on the parties. The arbitration award shall be one such as is permitted by law and the regulations of policies of the Commonwealth of Massachusetts applicable to the EMPLOYER and the employees and the ASSOCIATION.

(d) No employee shall have the right to require arbitration, that right being reserved for the EMPLOYER and the ASSOCIATION.

(e) The EMPLOYER will make available, upon request, such records which the parties agree are pertinent to the arbitration and are not, in the opinion of the EMPLOYER, of a

confidential nature.

Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

ARTICLE24
Indemnification

Coverage will be provided as accepted in Article 66 of the 1986 Wellesley Town Meeting and as described in the Town of Wellesley Comprehensive Law Enforcement Liability Policy.

ARTICLE 25
Deferred Compensation

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

ARTICLE26
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. Student officers shall be laid off first, followed by probationary employees.

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. 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 deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief rescinds the offer of recall the Chief shall provide the employee with a written statement of The Chief's 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.

ARTICLE27 Drug Testing

Wellesley Police Patrolmen's Association
Drug and Alcohol Policy
July 1, 2017

1. Introduction

This policy has been adopted to address potential drug and alcohol abuse by Wellesley Police Patrolmen'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 patrol 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 Patrolmen Association personnel.

2. Prohibited Conduct

1. The following conduct by members of the bargaining unit is prohibited:
 - a. The use, transfer, manufacture, sale or unauthorized possession of illegal drugs.
 - b. 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.
 - c. 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.
 - d. Driving under the influence of alcohol or drugs while on duty.
 - e. Switching or adulterating any sample.

- f. Refusing to consent to testing, or refusing to submit a breath or urine sample for testing.
- 2. 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 their 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

- 1. All members of the bargaining unit will be tested for drugs and/or alcohol under the following circumstances:
 - a. New employees will submit to a drug test before their date of hire.
 - b. 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. 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 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.

c. 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.

d. 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.

e. Return to Duty: When an employee tests positive for drugs or alcohol, they 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.

f. 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 their 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

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

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

3. Re-tests

- a. The urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.
- b. Alcohol testing will include provisions for re-testing in accordance with DOT regulations.
- c. The Town shall immediately place any employees who have requested a re-test on administrative leave pending the outcome of the re-test.
- d. 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.
- e. 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.
- f. 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.
- g. Test results and medical information will be provided to and maintained by the Chief of Police.
- h. 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

- 1. 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.
 - a. 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).
 - b. 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.

c. 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.

d. 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 7.1(a). The employee may not use accrued leave during this period.

e. 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.

ARTICLE28
Jury Duty

The Town will conform to the Massachusetts General Laws regarding the payment of wages to officers who are called to jury duty.

ARTICLE 29
Technology Policy

The Town has implemented 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 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, with respect to such employees who are covered by Civil Service, 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, with respect to such employees who are covered by Civil Service, 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.

ARTICLE31
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 of 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

Duration

This Agreement shall become effective July 1, 2023, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2026. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than September 30, 2025, 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. This agreement shall continue in full force and effect after June 30, 2026 until a successor agreement has been fully implemented.

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 30th day of July 2024.

TOWN OF WELLESLEY:

Clinton E. Anne
Maryme R. Feinme
Thomas H. Augeden
Greg Silberman Woods
Lisa M. Olney

**WELLESLEY POLICE
PATROLMEN'S ASSOC.**

John James
Cliff
MF

APPENDIX A

Authorization for Payroll Deduction

BY: _____

TO: _____

Effective _____ I hereby request and authorize you to deduct from my earnings each week (payroll period) the amount of \$ _____

This amount shall be paid to the Treasurer of the Wellesley Police Association and represents payment of my Association dues.

These deductions may be terminated by me by giving you sixty (60) days written notice in advance or upon termination of my employment.

Employee's signature

Employee's address

APPENDIXB

TOWN OF WELLESLEY

APPLICATION FOR LEAVE OF ABSENCE

Name: _____ Department: _____
Classification/Position Title: _____
Date of Hire: _____
Purpose for which leave is requested: _____

Dates of Leave: From: To:

I understand that time spent on leave of absence is not considered time worked, that I must make arrangements with the Town Treasurer for the payment of the total premiums of my group insurance coverage for the period of this leave of absence, and that failure to return to work at the expiration of my approved leave of absence shall constitute a voluntary termination of my employment with the Town of Wellesley.

Police Chief's Recommendations (Attach completed Personnel Action Form and supporting documents):

Date _____ Police Chief _____

APPENDIX "C"

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, they shall submit 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.

Appendix D
Town of Wellesley Observed Behavior Reasonable Suspicion Record

Employee Name	Date Observed
Location	Time Observed From _____ To _____

Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances.

D Employee is reporting for duty

D Employee is already on duty

OBSTINATE BEHAVIOR	
<p>BREATH: (Odor of Alcoholic Beverage)</p> <p>EYES:</p> <p>SPEECH:</p> <p>ATTITUDE:</p> <p>UNUSUAL ACTION</p> <p>BALANCE</p> <p>WALKING</p> <p>APPEARANCE/CLOTHING</p> <p>EATING/CHEWING</p>	<p>STRONG</p> <p><input type="checkbox"/> NONE</p> <p><input type="checkbox"/> BLOOD SHOT</p> <p><input type="checkbox"/> CL EAR</p> <p><input type="checkbox"/> DILATED PUPILS</p> <p><input type="checkbox"/> CO NFUSED</p> <p><input type="checkbox"/> ACCENT</p> <p><input type="checkbox"/> SLURRED</p> <p><input type="checkbox"/> INCOHERENT</p> <p><input type="checkbox"/> EXCIT ED</p> <p><input type="checkbox"/> INDIFFERENT</p> <p><input type="checkbox"/> ERRATIC</p> <p><input type="checkbox"/> COOPERATIVE</p> <p><input type="checkbox"/> IDCCUPPING</p> <p><input type="checkbox"/> OF1GHTING</p> <p><input type="checkbox"/> OTHER</p> <p><input type="checkbox"/> FAL LING</p> <p><input type="checkbox"/> SWAYING</p> <p><input type="checkbox"/> FALLING</p> <p><input type="checkbox"/> SWAYING</p> <p><input type="checkbox"/> DISHEVELED</p> <p><input type="checkbox"/> HAVING ODOR</p> <p><input type="checkbox"/> GUM</p> <p><input type="checkbox"/> OTHER</p>
<p>MODERATE</p> <p><input type="checkbox"/> MARIJUANA ODOR</p> <p><input type="checkbox"/> NORMAL</p> <p><input type="checkbox"/> 0 FIXED PUPILS</p> <p><input type="checkbox"/> SHOUTING</p> <p><input type="checkbox"/> SLOW</p> <p><input type="checkbox"/> ID LARIOUS</p> <p><input type="checkbox"/> INSULTING</p> <p><input checked="" type="checkbox"/> SCHEPY</p> <p><input type="checkbox"/> VOMITING</p> <p><input type="checkbox"/> OLAUGIDNG</p> <p><input type="checkbox"/> WOBBLING</p> <p><input type="checkbox"/> OSTUMBUNG</p> <p><input type="checkbox"/> RI GID</p> <p><input type="checkbox"/> DIRTY</p> <p><input type="checkbox"/> PARTIALLY DRESSED</p> <p><input type="checkbox"/> TOBACCO</p>	

ANY OTHER UNUSUAL ACTIONS OR STATEMENTS:

SIGNS OR COMPLAINTS OF ILLNESS OR INJURY

Did employee admit to using drugs or alcohol? **D** Yes **D** No _____ What Substance

When _____ How Much _____ Whore Taken _____

Reasonable Suspicion Test Performed **D** Yes **D** No Date _____ / _____ / _____ Time _____

Clinic _____

Reasonable Suspicion Test Refused **D** Yes **D** No Date _____ / _____ / _____ Time _____

Date _____ / _____ / _____ Time _____

Sig. at re OR Supervisor

SIDE LETTER

The purpose of this letter is to confirm the understanding and agreement between the Town of Wellesley and the Wellesley Police Patrolmen's Association concerning automatic defibrillator equipment.

Employees covered by this Agreement shall be required to acquire and maintain certification in the use of automatic defibrillator equipment, in the event that the Town acquires and installs such equipment in police vehicles and/or in the police station, on or after July 1, 2002.

For the Town:

For the Wellesley Police Patrolmen's Association

Date: _____

Date: _____

SIDE LETTER

The purpose of this letter is to confirm the understanding and agreement between the Town of Wellesley and the Wellesley Police Patrolmen's Association concerning the coordination of the sick leave benefits provided under the collective bargaining agreement between the parties and the benefits available under the group long-term disability insurance policy provided to employees.

When an employee is absent due to non-work-related illness or injury and is eligible to receive pay at eighty-percent (80%) of their weekly pay, under the provisions of Article 11, they may also qualify for compensation under the Town's group long-term disability (LTD) insurance program. The Town pays for employees' coverage for the basic benefit of 40% of monthly income, to a maximum of \$1,200 per month. The LTD benefit shall, to the extent that it represents the benefit for which the Town has paid, be a credit against the 80% sick leave pay. An employee may not, through a combination of sick leave pay and LTD benefit, receive more than 100% of their weekly pay.

For the Town:

For the Wellesley Police Patrolmen's Association:

Date: _____

Date: _____