

**ORIGINAL**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**TOWN OF STURBRIDGE**

**AND THE**

**STURBRIDGE POLICE ASSOCIATION**

**DATED**

**JULY 1, 2023 – JUNE 30, 2026**

**ARTICLE 1  
PERSONS COVERED BY THIS AGREEMENT**

1.1 The Town recognizes the Sturbridge Police Association (hereinafter referred to as "the Union") as the exclusive representative for the purpose of Collective Bargaining relative to wages, hours of work, standards of productivity and performance, and other conditions of employment of all full-time Sergeants, Detectives, Patrolmen and all full-time Dispatchers in the Town of Sturbridge Police Department (as recognized on 2-21-06). The Town and the union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

1.2 Probationary Officers

Notwithstanding any of the above provisions, or any other provisions of this Agreement, the parties acknowledge and agree that any officer or dispatcher for the first six (6) months following his/her effective date of employment and for the first six (6) months following the effective date of a promotion serves purely at the discretion of the Town as a probationary officer/dispatcher. During any extension of the same, should the Town and the officer/dispatcher agree to so extend, the Town Administrator may remove or decline to re-appoint the officer/dispatcher without any statement of reasons or hearing. Should the Town Administrator, in his/her discretion, afford the officer/dispatcher a hearing, the nature of the hearing shall be determined by the Town Administrator and the Town Administrator's decision shall be final and binding.

**ARTICLE 2  
MANAGEMENT RIGHTS**

2.1 Subject to other provisions of this agreement, the Town shall not be deemed limited in any way in the exercise of functions of municipal management or government and shall have all the powers, authority and prerogatives of municipal management or government, including, but not limited to, the following:

- (a) to manage the affairs of the department and maintain and improve the efficiency of its operation.
- (b) to determine the methods, means, processes and personnel by which operations are to be conducted;
- (c) to direct the size of and direct the activities of the working force;
- (d) to determine the schedules and hours of duty consistent with state statutes and the assignment of employees to work;
- (e) to establish new job classifications and job duties and functions;
- (f) to change, re-assign, abolish, continue and divide existing classifications for all jobs; to require from each employee the efficient utilization of his/her services;

- (g) to hire, promote, transfer, assign, and retain employees in positions within the department and to suspend, demote, discharge, or take any other disciplinary actions against employees for just cause;
- (h) to relieve employees from duties because of lack of work or for the department's operations;
- (i) to promulgate and enforce reasonable rules and regulations pertaining to operations and employees;
- (j) to determine the existence of an emergency and to take all necessary action to respond to that emergency, notwithstanding the provisions of this agreement;
- (k) to institute technological changes and revise equipment and facilities;
- (l) to determine, in accordance with any applicable provisions of law, whether goods or services shall be leased, contracted, or purchased, and whether such shall be done on a temporary or permanent basis;
- (m) to determine the mission of the department, its budget, its organization, the number of employees, and the numbers, types and grades of positions or employees assigned to an organization unit, work project, tour of duty, the technology of performing its work or its internal security of practices; and
- (n) to take whatever actions necessary to carry out the mission of the department in situations of emergency.

The exercise of rights of management shall not be subject to submission to the arbitration procedure established in Article 26 herein, except to the extent expressly abridged by a specific provision of this Agreement.

- 2.2 The above mentioned management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to and are reserved to management. It is understood that any of the rights, power or authority the Town had prior to the signing of this agreement are retained by the Town, except those specifically abridged or modified by this agreement.

### **ARTICLE 3 EMPLOYEE RIGHTS**

- 3.1 Employees have and shall be protected in the exercise of the right; freely and without fear of penalty or reprisal, to join and to assist, or not to join and assist the Union.
- 3.2 Union members shall be permitted to have access to the premises of the employer for the performance of official union business, holding union meetings, investigating union grievances and arbitrations. Such business may only be conducted after due notification to the Chief of Police or Town Administrator and provided such discussion does not interfere with police operations.
- 3.3 This does not preclude union members having informal discussions related to working conditions and union affairs, provided that it does not interfere with the performance of

their duties.

- 3.4 The Town will provide storage space for the union if space is available.

#### **ARTICLE 4 EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

- 4.1 The provisions of this Agreement shall apply to all employees within this Bargaining Unit regardless of race, sex, color, national origin, age, **religion, sexual orientation** or membership or non-membership in the Union. This principle shall be applicable in all phases of personnel administration and shall be binding on both the Town and the Union.

#### **ARTICLE 5 NO STRIKE OR LOCKOUT**

- 5.1 The services performed by the employees of this Agreement are essential to the well-being of the public and to the operation of the Town government. It is also understood and agreed by the parties that it is illegal in the Commonwealth for public sector employees to strike or to otherwise illegally withhold services. Therefore, the Union agrees on behalf of itself and its members that it will not authorize or instigate, aid or condone or engage in any strike, work stoppage or slowdown or other such action at any time, including any period following the expiration of this Agreement, which will interrupt or interfere with the services performed by the Town. No employee shall cause or take part in any strike, work stoppage, slowdown or other action that will interrupt or interfere with the operation of the Town.
- 5.2 In the event of a violation of this section, the Union shall take whatever positive steps are necessary to bring about immediate resumption of normal work. Should there be a violation of this section, there shall be no discussions or negotiations so long as such violations continue or before normal work has been resumed.
- 5.3 The Town agrees it will not lock out employees; nor will it do anything to prevent such continuity of performance by the employees.

#### **ARTICLE 6 SENIORITY**

- 6.1 Seniority is the length of continuous, uninterrupted service of each employee within that employee's current rank.
- 6.2 Seniority is calculated from the first day actually worked for the Town within the current rank, **except in the case of a reduction in rank, where seniority shall be calculated based upon the length of continuous service in all ranks.**
- 6.3 An employee's seniority will not be interrupted by time not worked due to authorized leave as outlined in this Agreement.
- 6.4 A list of the employees in descending order of seniority, by rank, as of the date of signing of this Agreement shall be maintained by the Department. This list will only be comprised of full-time employees, and is subject to change in the event of promotions,

separations from service, new hiring, etc.

- 6.5 A list of shifts for bid-off shall be posted the first Monday in February and August. Bids will close by the second Monday and selection will be posted by the second Friday and implemented the following Monday. The Chief may decide to post a bid-off more often if circumstances dictate.
- 6.6 If a vacancy occurs, the Chief may seek a volunteer. If more than one volunteer comes forth, seniority will be used in accordance with Article 6.5 above.
- 6.7 All new personnel shall complete a six month probation period from the date of appointment.
- 6.8 All new personnel may be assigned at the discretion of the Chief for up to ninety (90) days after completing the Massachusetts Police Academy. If a new employee is hired with Massachusetts Academy training (or other approved academy training), the ninety (90) day assignment period shall begin from the date of appointment.
- 6.9 All employees covered by this Agreement shall earn rights and benefits granted under this Contract during the probation period.
- 6.10 No employee shall lose any time off due to a shift change. If the change causes an employee to miss his/her assigned day(s) off then the employee shall be granted that time off at a later date.
- 6.11 Beginning July 1, **2023**, members of the Union shall be eligible for a longevity award as follows based on their date of hire:

	FY24	FY25
At least 5 years and less than 10 years	<b>\$350</b>	<b>\$400</b>
At least 10 years and less than 15 years	<b>\$500</b>	<b>\$550</b>
At least 15 years and less than 20 years	<b>\$700</b>	<b>\$750</b>
Over 20 years	<b>\$950</b>	<b>\$1000</b>

## ARTICLE 7 HEALTH AND LIFE INSURANCE

- 7.1 The Town shall provide the full-time employees **covered under** this Agreement the same health and life insurance that it provides other Town employees. The Town's contribution towards this health and life insurance shall be as follows:

Active employee      Amount provided to all other town employees, with a minimum of 50 percent.

Spouse      If a sworn officer is killed in the line of duty the Town shall pay 90 percent of the cost of the existing health and life insurance coverage until such time as the spouse remarries. (Note: the Town accepted MGL c. 32B, §9G at the annual town election on April 12, 1993.)

- 7.2 **If legally permissible**, dispatchers would be covered under this Agreement if that employee were injured or killed in the performance of his/her duties.
- 7.3 In the event the Town enters into an agreement to change the Town's proportion of cost or coverage of health, dental, or life insurance, the eligible employees of the department shall be included in such revised conditions.
- 7.4 The Town shall **offer** Life Insurance for active members in the **minimum** amount of **\$5,000**. Retirees will continue receive the \$1,000 life insurance benefit.

**ARTICLE 8  
VACATION**

- 8.1 Employees shall be paid their regular pay as vacation pay in accordance with the following:
 

After 6 months full-time continuous service	5 days
After 1 year full-time	10 days
After 5 years full-time continuous service	15 days
After 10 years full-time continuous service	20 days
After 15 years and thereafter	25 days
- 8.2 Vacation benefits accrue after six months continuous full-time service based on the employee's anniversary date. Any vacation time accrued must be taken within the employee's ensuing anniversary year, except that the Chief of Police may allow an employee additional time to utilize the accrued vacation, should circumstances dictate, not to exceed five (5) days. At no time, will an employee have more than twenty-five (25) total accumulated days. If an employee chooses not to utilize this earned vacation time, the employee will be paid in lieu of taking earned vacation for those vacation days.
- 8.3 Days off shall be requested in writing to the Chief of Police or his designee at least ten (10) days prior to the work week in which the requested day(s) off are in. The Chief shall use seniority and his discretion in considering the approval of time off.
- 8.4 The Chief of Police may grant time off at any time after the ten (10) day time period as long as (a) there are sufficient officers in the Chief's judgment already scheduled to work such shift and (b) the granting of the request shall not incur any overtime or cost to the Town. These approvals shall ordinarily be given to the officer whose request is received first, provided that the Chief may change the order if in his judgment necessary to maintain departmental operations.

**ARTICLE 9  
BEREAVEMENT LEAVE**

- 9.1 In the event of a death in the immediate family, each full-time employee shall be entitled to receive, **four (4)** days off without loss of pay or benefits, for the purpose of attending funeral services, arranging for burial, and as a period of bereavement to be utilized within a seven (7) day period of time. ***In the event of a death of an aunt or uncle, each full-time employee shall be entitled to receive one (1) day off without loss of pay or benefits for the purpose stated above.*** If under extenuating circumstances, additional leave is required, the Chief of Police may grant additional day(s) off without pay.
- 9.2 The term "immediate family" is construed to mean: Father, Mother, Sister, Brother, Spouse, Son, Daughter, Grandfather, Grandmother, father-in-law and mother-in-law, and "step" relatives (eg. step brother/sister), and shall have no other meaning within the terms of this Article.

**ARTICLE 10  
SICK LEAVE**

- 10.1 Full-time employees shall be entitled to twelve (12) days per year with pay for personal illness and injuries incurred other than in the performance of their duty with a maximum accumulation of one-hundred and thirty (130) days.
- 10.2 Probationary employees shall be entitled to six (6) days with pay for the first year of employment after the successful completion of ninety (90) days of continuous service.
- 10.3 The Chief of Police may require a doctor's certificate for absences due to illness as long as the Town bears 100% of the employee's out-of-pocket cost related to any deductibles or co-insurance required in the process.
- 10.4 The Board of Selectmen and Town administrator may designate the physician who is to examine the employee and provide the certificate as long as the Town bears 100% of the expense included in this procedure.
- 10.5 Full-time employees with five (5) years or more of continuous service or their heir(s) shall be entitled to \$60.00 per day with a maximum of 130 days per day upon retirement, death or layoff. This benefit shall not apply to termination of employment for cause.
- 10.6 Notification of retirement by the employee will be given to the Chief of Police by December 1st the fiscal year prior to planned retirement.
- 10.7 The Town will provide on a case-by-case basis, as approved by the Board of Selectmen, the ability for other employees to donate a portion of their sick leave on a voluntary basis if an employee is expected to be absent for an extended period.

- 10.8 Full-time employees that do not utilize sick leave during the period July 1 through December 31, or January 1 through June 30, shall be granted one personal day which may be utilized in the ensuing six month period with proper notice as provided in Article 14. Employees must have been continuously employed during each six-month period and leave accrued under this section shall not carry-over beyond the ensuing six-month period.

## **ARTICLE 11 COURT TIME**

- 11.1 When a full-time employee is required to appear in court as part of their duties on their day off; while on vacation, or during times other than their schedule shift, they shall be paid for a minimum of four (4) hours at their regular rate or at time and one-half, where applicable.
- 11.2 The employee shall be paid for court time commencing one half-hour prior to the time court is scheduled to convene. The employee shall be required to pick up police reports at the Police Department on his way to court and shall return the reports directly from the court.
- 11.3 When available a police vehicle is to be used for transportation to and from court. When not available and a personal vehicle is used, mileage will be paid at the same rate approved by the Board of Selectmen for all town employees per mile for the actual miles from the public safety complex to and from court, with the prior approval of the Chief of Police.

## **ARTICLE 12 HOLIDAYS**

- 12.1 Each full-time employee shall receive a day off with pay for each of the holidays listed below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day (Observed)
Veteran's Day	Patriot's Day (Observed)
Memorial Day (Observed)	Thanksgiving Day
Christmas Day	Juneteenth

- 12.2 In order to qualify for Holiday Pay, a full-time employee must work their last regularly scheduled shift prior to and the next regularly scheduled shift following such a holiday, unless leave was authorized on such day(s) and legitimate illness.
- 12.3 An employee who is required to work on a holiday may choose to be paid either (a) time and a half for the hours worked in addition to receiving regular pay for the shift; or (b) time and a half for the hours worked and receive another day (8 hour shift) off with pay. Day(s) off must be utilized within one-hundred twenty (120) days and cannot be accumulated. If not utilized within the one-hundred twenty (120) day limit, the employee will be paid for the day. Employees shall receive notification prior to being paid for such day.



- 12.4 Days off shall be requested in writing to the Chief of Police or his designee at least ten (10) days prior to the work week in which the requested day(s) are in. The Chief shall use seniority and his discretion in considering the approval of time off.
- 12.5 The Chief of Police may grant time off at any time after the ten (10) day time period as long as (a) there are sufficient officers in the Chief's judgment already scheduled to work such shift and (b) the granting of the request shall not incur any overtime or cost to the Town. These approvals shall ordinarily be given to the officer whose request is received first, provided that the Chief may change the order if in his judgment necessary to maintain departmental operations.

### **ARTICLE 13 SHIFT DIFFERENTIAL**

- 13.1 All full-time employees shall receive a shift differential in accordance with the following schedule:
- 3% of the hourly wage – 7:00 AM to 3:00 PM weekends
  - 4% of the hourly wage - 3:00 PM to 11:00 PM
  - 6% of the hourly wage - 11:00 PM to 7:00 AM

### **ARTICLE 14 PERSONAL DAYS**

- 14.1 Each full-time employee shall receive yearly by anniversary date of employment, three (3) personal days off without loss of pay or benefits.
- 14.2 Days off shall be requested in writing to the Chief of Police or his designee at least eight (8) hours prior to the shift requested. The Chief shall use chronological order of the request, seniority, and his discretion in considering the approval of time off. Only one last minute personal day per shift shall be authorized to ensure staffing is adequate and to avoid "forced" time.
- 14.3 The Chief of Police may grant time off at any time after the ten (10) day time period as long as (a) there are sufficient officers in the Chief's judgment already scheduled to work such shift and (b) the granting of the request shall incur any overtime or cost to the Town. These approvals shall ordinarily be given to the officer whose request is received first, provided that the Chief may change the order if in his judgment necessary to maintain departmental operations.
- 14.4 Any member covered under this Collective Bargaining Agreement, who voluntarily has a mental health evaluation from a mental health physician/psychologist shall receive one additional personal day. The member shall be required to present proof of attendance at said appointment. The member shall not be required to provide any results from said examination.

### **ARTICLE 15 EDUCATION INCENTIVE**

- 15.1 Effective July 1, 2002, the Town shall offer the educational incentive payments in accordance with MGL Ch. 41, §108L (the "Quinn Bill") subject to the following provisions:
- (a) The Town Meeting accepts MGL Ch. 41, §108L.
  - (b) Individual compensation under this section shall be subject to approval by the Higher Education Council of the degrees and courses eligible for reimbursement.
  - (c) Subject to the limitations of the FLSA, the education incentive shall be paid solely on an officer's base annual compensation and shall not be included when calculating overtime, shift differential, holidays, court time or other differentials and premiums.
  - (d) Consistent with MGL, c. 41, §108L, officers hired by the Town after July 1, 2009 and officers who were hired by the Town prior to July 1, 2009, but who have not begun accumulating eligible credits toward the Quinn Bill, shall not be eligible for any benefits under this Section. If an officer sues the Town over the implementation of this provision, the Union will support and cooperate with the Town in its defense of this provision.
  - (e) The Town Administrator is authorized to adopt administrative procedures to implement this section.
- 15.2 Effective upon ratification of this Agreement, the Town shall offer to police officers who are not eligible to receive payments under MGL c. 41, §108L an educational incentive of similar percentage for qualifying degrees subject to the following provisions:
- (a) Eligible degrees and courses are limited to those degrees and courses that have been deemed eligible for benefits under MGL c. 41, §108L by the Higher Education Council in administering the provisions of §108L together with the following degrees: psychology, sociology, communications/English, business, or emergency management provided said degrees include a minor concentration in criminal justice and are pre-approved by the Chief of Police. Degrees must be awarded through an accredited college or university as designated by the Commission on Institutions of Higher Education (CIHE) of the New England Association of Schools and Colleges (NEASC).
  - (b) Subject to the limitations of the FLSA, the education incentive shall be paid solely on an officer's base annual compensation and shall not be included when calculating overtime, shift differential, holidays, court time or other differentials and premiums.
  - (c) The Town Administrator is authorized to adopt administrative procedures to implement this section.
- 15.3 In the event that the provisions of MGL Ch. 41, §108L have been rescinded or for some reason no longer apply to the member of the bargaining unit, including but not limited to the Commonwealth's lack of funding or reimbursement, then bargaining unit members shall continue to receive from the Town the same total educational incentive payments (percentages) to which they were entitled on the day just prior to the §108L rescission or non-applicability.
- 15.4 Full-time dispatchers will receive an education incentive as follows:

Upon completion and receipt of a job related degree, or upon hire if a degree is possessed, and in each fiscal year thereafter, the following amounts shall be paid, on a weekly basis, calculated as a percent of base annual salary for regular, full-time employees:

<u>Degree Level</u>	<u>Compensation</u>
Associates Degree	<b>3.25%</b>
Bachelors Degree	<b>3.75%</b>
Masters Degree	<b>5.50%</b>

## **ARTICLE 16 WORK WEEK**

- 16.1 The regular work week for full-time employees shall be arranged so as to assign four (4) days on duty, which may include Saturdays, Sundays and Holidays; followed by two consecutive days off.
- 16.2 The Detective, Lead Dispatcher, Court Officer and School Resource Officer (SRO) shall work five (5) days on duty, Monday through Friday; followed by two (2) consecutive days off with every third Friday off.
- 16.3 For purposes of pay, Article -18 Wages; refers to calendar weekly payments. For purposes of calculating overtime; the regular hourly rate of pay shall be the calendar week salary divided by forty (40).
- 16.4 For illustrative purposes, the work schedule for employees are included in this Agreement as Appendix A.
- 16.5 While school is not in session, the SRO shall continue to work on youth-related activities, but may be assigned more than one (1) cruiser shift per week. During this period, The SRO will be assigned to a regular shift as per Section 16.2 of this Article, at the discretion of the Chief of Police. The Chief shall provide reasonable notice for any shift changes, in no instances shall the notice be less than seven (7) days.

## **ARTICLE 17 OVERTIME**

- 17.1 Employees covered by this agreement shall be paid at one and one-half times their regular hourly rate for all hours required to be worked in excess of forty (40) hours. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- 17.2 Overtime shall be defined as time worked when an employee is retained on duty at the expiration of their regularly scheduled shifts, or when called back to duty when not scheduled, or when they accept or are assigned work in excess of their regularly scheduled tour of duty or work shift.
- 17.3 When an employee is called back to duty after the completion of their regularly scheduled shift or on a day off, they shall receive a minimum of three (3) hours of pay at an overtime rate unless the time extends into their regularly scheduled shift.

- 17.4 It is not considered call back if the employee must return to complete improperly prepared reports or when they are retained on duty at the expiration of their shift. In these cases, an employee shall be paid on an hour by hour basis at an overtime rate.
- 17.5 When an employee is placed on an "On-Call" status, they shall be paid at an overtime rate.
- 17.6 The filling of all vacant overtime shifts shall be approved by the Chief of Police.
- 17.7 All sworn officers can accrue up to 80 hours for the year of compensatory time off, in lieu of overtime pay. Officers and dispatchers shall accrue 1.5 hours of compensatory time off for each hour of overtime worked. Accrued compensatory time off must be used within the fiscal year (July 1 to June 30) after accrual of the compensatory time off. Sworn officers and dispatchers are prohibited from carrying over accrued compensatory time off from one fiscal year to the next. Payouts for unused, accrued compensatory time off shall be made at the rate of pay in effect when the time was accrued. Compensatory time off may only be taken with the Chief's authorization. Sworn officers and dispatchers are responsible for managing, tracking, and reconciling their compensatory time accruals. If an officer or dispatcher fails to properly account for his/her hours, he/she will be paid out for the balance of the account without notice.

**ARTICLE 18  
WAGES**

- 18.1 The wages for all full-time employees covered by this agreement shall be in accordance with the schedule that follows:

July 1, 2023 – 2.50%  
 July 1, 2024 – 3.0%  
 July 1, 2025 – 2.75%

**Sergeants**

	<u>Hiring</u>	<u>1st Year</u>	
FY20	35.02	37.91	3.50%
FY21	35.46	38.38	1.25%
FY22	36.52	39.54	3.00%
FY23	37.62	40.72	3.00%
FY24	38.56	41.74	2.50%
FY25	39.71	42.99	3.00%

FY26	40.81	44.17	2.75%
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**Officers**

	<u>Hiring</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	
FY20	27.23	29.15	31.04	32.95	3.50%
FY21	27.57	29.51	31.43	33.36	1.25%
FY22	28.40	30.40	32.37	34.36	3.00%
FY23	29.25	31.31	33.34	35.39	3.00%
FY24	29.98	32.09	34.18	36.28	2.50%
FY25	30.88	33.06	35.20	37.37	3.00%
FY26	31.73	33.97	36.17	38.39	2.75%

**Dispatchers**

	<u>Hiring</u>	<u>6 mnts</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	
FY20	20.80	22.18	23.57	24.95	26.33	3.50%
FY21	21.06	22.46	23.86	25.26	26.66	1.25%
FY22	21.69	23.13	24.58	26.02	27.46	3.00%
FY23	22.34	23.82	25.32	26.80	28.28	3.00%
FY24	22.90	24.42	25.95	27.47	28.99	2.50%
FY25	23.59	25.15	26.73	28.29	29.86	3.00%
FY26	24.24	25.84	27.46	29.07	30.68	2.75%

**Detective/Court Officer**

	<u>Hiring</u>	<u>1st</u>	<u>2nd 3rd</u>	<u>3rd</u>	
FY20	28.58	30.62	32.60	34.60	3.50%
FY21	28.94	31.00	33.01	35.03	1.25%
FY22	29.81	31.93	34.00	36.08	3.00%

FY23	30.70	32.89	35.02	37.17	3.00%
FY24	31.47	33.71	35.89	38.10	2.50%
FY25	32.41	34.72	36.97	39.24	3.00%
FY26	33.30	35.68	37.99	40.32	2.75%

**Lead Dispatcher**

FY20	30.28	3.50%
FY21	30.66	1.25%
FY22	31.58	3.00%
FY23	32.53	3.00%
FY24	33.34	2.50%
FY25	34.34	3.00%
FY26	35.28	2.75%

Full time dispatchers shall receive an extra \$0.50 for each eight (8) hours worked in lieu of not being required to take meal breaks under the FLSA. This shall apply for "back to back" sifts as well.

18.2 Generally, all new full-time employees shall be hired at the hiring wage rate and then

proceed under the schedule. Nothing herein shall prohibit the Town from hiring new employees at a rate higher than the hiring wage rate. The Town shall have the exclusive authority to make this determination and to determine whether to adjust wages of current employees based on their years of experience.

- 18.3 An annual payment of 2.0% shall be added to the base hourly rate for any year or portion thereof, during which the Sturbridge Police Department maintains its accreditation beginning July 1, 2019.
- 18.4 Union members shall be eligible for a stipend for each job-related certification maintained, as pre-approved by the Chief of Police at a rate of **\$250** per certification up to a maximum of three (3) certifications or **\$750** per year. The following job-related certifications are not eligible for a stipend:
1. MCJTC Full-Time Officer Certified;
  2. Driver's License
  3. CPR/First Aid
  4. Automated External Defibrillator (AED);
  5. Radar Operator;
  6. Infra-Red Breath Test Operator;
  7. License to Carry – Class A
  8. Firearms;
- 18.5 The Town shall implement a bi-weekly payroll cycle and mandatory direct deposit of bi-weekly paychecks on or about July 1, 2023.
- 18.6 Any member who trains and maintains in good standing order to become a Sexual Assault Investigator shall receive \$300.00 annually.

#### **ARTICLE 19 PAID DETAILS**

- 19.1 Whenever any outside agency seeks the services of a uniform or plainclothes police officer for extra police work, all such work shall be assigned through the Department and is to be voluntary on the part of the employee. All detail requests received prior to Saturday for the following workweek shall be posted on a weekly basis.
- 19.2 Selection of special paid details shall be as follows:
- A) A list consisting of all full-time officers will be maintained for special paid details and designated as List A.
  - B) A list consisting of full-time dispatchers that for any reason shall qualify to work special paid details shall be designated as List B.
  - C) Special paid details shall be offered to the personnel on List A first until all choices are exhausted and then offered to personnel on List B (Appendix C).
- 19.3 Assignment of special paid details shall be as follows:

- A) All details shall be assigned on a rotational basis starting with the most senior officer with the least amount of hours providing each officer a choice until all details are either assigned or left unchosen.
  - B) A call list for details shall be posted noting each officer and total amount of hours worked each day. As details are called, the call list shall be utilized by the detail officer to assist him in assigning details appropriately.
  - C) Detail hours shall not be added to the call list until the hours are actually worked by the officer(s). The call list shall be maintained on a monthly basis. At the completion of the month all officers shall start at zero once more by seniority and accumulation of hours shall begin anew.
- 19.4 No details or assignment shall be made until the requesting entity has agreed to the rate of compensation and to a minimum of four (4) hours pay per detail per employee so assigned. For each additional period over the base four (4) hour period, employees will be compensated in four (4) hour blocks. There will be a charge of four (4) hours per detail per employee assigned for the cancellation of a detail without a four (4) hour advance notification.
- 19.5 An employee shall be paid at time and a half the detail rate for hours worked in excess of eight (8) hours. Employees shall receive ½ hour for meals for each eight (8) hours worked, but shall be subject to call.
- 19.6
- A. Employees will be paid \$67.00 per hour for private details.
  - B. Employees will be paid \$60.00 per hour for any Town details.
  - C. Emergency (less than eight hours notice) and weekend details (Friday 1800 to Monday 0600) will be paid at time and a half of the current rate. Night details (1800-0600) will be paid an additional 20% of current rate.
- 19.7 The Town will assess an additional 10% per hour administrative charge for handling detail scheduling.
- 19.8 Details where alcoholic beverages are to be served shall mandate the assignment of officers as follows:
- A) 100-299 People - Minimum of three (3) officers
  - B) 300-499 People - Minimum of four (4) officers
  - C) 500 + People - Minimum of six (6) officers
- It shall be the responsibility of the individual assigning details to ascertain whether there will be alcohol served and the estimated number of attendees on a request for detail service. The Town shall not be responsible for determining the estimated number of attendees and this section shall not be grievable.
- 19.9 The Town shall open and maintain a revolving account for the Police Department.



Officers shall be paid on a weekly basis for details they have worked within a pay week directly from this account. Payments received from the outside agencies shall be deposited into this revolving account resulting in no cost to the Town of Sturbridge.

## ARTICLE 20 INJURED ON DUTY (IOD) AND PAY

### 20.1 Injured on Duty Leave

- A) I.O.D. Paid Leave - An officer who sustains an injury in the performance of his duty without fault of his own, where the nature or extent of the injury is such that it totally incapacitates the officer and renders him unfit for duty, shall be granted Injured on Duty Leave and shall receive one hundred percent (100%) of his normal pay for the period of such incapacity.
- B) Circumstances where I.O.D. Leave not allowed - No officer shall be entitled to any pay under this article for any period of disability resulting in whole or in part from any of the following:
  - 1) Injuries sustained while engaged in, or resulting from, or arising out of, the knowing violation of any lawful rule or regulation of the Police Department other than a trivial violation.
  - 2) Self-inflicted injuries other than accidental.
  - 3) Injuries sustained while engaged in, or resulting from, or arising out of, the commission by such person of a felony or of a misdemeanor involving moral turpitude.
  - 4) The voluntary use of intoxicating liquor, drugs or narcotics.

### 20.2 Procedures for Initial Placement on I.O.D. Leave Status - The following procedure shall be followed in regard to I.O.D. Leave for police officers in the Sturbridge Police Department:

- A) Notice - Any police officer injured in the line of duty shall immediately notify the shift supervisor.
- B) Officer's and Supervisor's Report - The officer shall complete the employee's report of accident form immediately following the end of the officer's shift or the officer's relief from duty. This report shall be on a form provided by the department and shall include all facts surrounding the incident, including the time, date, location, nature of the injury, names and addresses of witnesses, any first aid or medical treatment received and the identity of the person who administered such aid or treatment, and all other relevant circumstances. This report shall be submitted as soon as possible, but in no case more than five (5) days following the close of the officer's shift or relief from duty, to the officer's immediate supervisor, who shall in turn submit the report to the Chief of Police as soon as possible, together with the supervisor's report, which shall include witnesses' statements.
- C) Doctor's Report - The officer claiming I.O.D. status shall have a doctor's report substantiating the injury and setting forth the medical, factual nature of same, as opposed to mere conclusions, submitted to the Chief of Police as soon as

possible after the injury has been sustained, to include, but not necessarily be limited to:

- 1) History of the injury
  - 2) Results of physical examinations
  - 3) Doctor's diagnosis
  - 4) Treatment rendered and recommended by the doctor
  - 5) Doctor's opinion with respect to disability
  - 6) Prognosis
- D) Chief's recommendation - The Chief of Police shall submit the results of the foregoing investigation and his recommendation to the Board of Selectmen as to whether or not an officer should be granted I.O.D. status.
- E) Town Administrator's review - The Town Administrator shall review the claim and consider the doctor's report, and may further investigate the claim, prior to acting on the request for leave.
- F) Review and examination by physician(s) designated by the Town Administrator - In the course of or in addition to the foregoing investigation, the Town Administrator shall, in his/her discretion have the right to require a review of the claim and a physical examination by a doctor or doctors designated by the Town prior to granting or denying any request for such leave, and the officer shall make available to the Town or the doctor(s) so designated copies of all relevant medical records.
- G) Situations where no sick leave is available – If an officer has claimed I.O.D. status and has no sick leave time available the procedures set forth herein shall be completed as soon as possible.
- H) Waiver by Selectmen - The Board of Selectmen may, where it deems appropriate, waive any or all of the provisions of this procedure, i.e. 20.2A through 20.2G herein.

### 20.3 Partial disability and limited service

- A) Partial disability - No I.O.D. paid leave shall be granted or continued for any period of time after:
- 1) A physician designated by the Town determines that the police officer is capable of performing limited police duties on either a full-time or less than full-time basis and specifies the nature of such duties.
  - 2) The Chief of Police determines that a position is available - the duties of which the police officer is capable of performing and assigns the officer to fill the position. A police officer who fails to perform the prescribed duties within the range of the "limited duty tasks" set forth below after the determinations described in subparagraphs (1) and (2) immediately above have been made shall neither receive nor continue to receive paid I.O.D. leave. Assignments to limited duty tasks may be changed

or terminated at the sole discretion of the Chief of Police, subject to the physician's determination set forth above.

B) Limited duty tasks - The following list of job duties and functions include the types of work to which limited duty assignments will be made:

- 1) Clerical work normally performed by a police officer;
- 2) Telephone duty;
- 3) Dispatching;
- 4) Typing normally performed by a police officer;
- 5) Filing normally performed by a police officer;
- 6) Citizen assistance normally performed by a police officer;
- 7) Teletype operator;
- 8) Fingerprinting at crime scenes only;
- 9) Photographing at crime scenes only;
- 10) Inspection services;
- 11) Court duty;
- 12) or any similar limited or light duty task that may arise, provided it is normally performed by a police officer (i.e., breathalyzer). Any officer assigned to light duty shall not have his shift assignment changed more often than once every two (2) weeks.

20.3 C) Officers on limited duty shall not be put in contact with a prisoner or criminal suspect.

20.4 Retirement, Pension or Recovery - No leave shall be granted under this article for any period after a police officer has been retired or pensioned in accordance with law or for any period after a physician, designated by the Board of Selectmen, determines that the officer is no longer incapacitated for duty by an injury described then the neutral doctor examination provisions of Article 20.5B shall apply.

20.5 Determination of continuing disability and corrective action or treatment:

A) Determination of continuing disability - Once an officer has qualified for I.O.D. leave in accordance with the requirements above, the officer as a precondition to continued paid leave, shall make himself available at reasonable times and places designated by the Town for physical examinations by a physician or physicians designated by the Town to determine the nature and extent, if any, of the officer's continuing disability. The officer shall also, as a precondition to the continuance of such leave, be required on an ongoing basis to provide the Town copies of complete records of treatment by the officer's attending physician.

B) Corrective action or treatment - An officer, as a precondition to continued paid leave under this article, shall be required to submit to reasonable corrective action or treatment recommended by a physician or physicians designated by the Town, provided that in the event that the officer's physician and the physician designated by the Town disagree on the recommended corrective action or treatment, the Town Administrator shall arrange for an examination of the officer by a physician selected from a pool of a minimum of five (5)

physicians previously approved by the Board of Selectmen, the Sturbridge Police Department, and the Sturbridge Police Association, the members of said list to be chosen from doctors practicing in the Town of Sturbridge or the Worcester Metropolitan area. Said physician shall be selected by lottery system, with the Town Administrator or his designee, the Union Steward and the Sturbridge Police Department or his designee present, and shall examine the officer and render an opinion as to whether or not the incapacity continues to exist to the extent that it prevents the officer from performing his police duties. In appropriate cases the physician selected by the lottery shall have the authority to designate a specialist with particular medical expertise to act in his stead. The physician's, or where appropriate the specialist's determination shall be binding on both the Town and the officer, provided that such a determination shall not in any way bar the Town from seeking a new determination as to continued incapacity within a reasonable time, but no sooner than two weeks following any determination made under the foregoing procedure. Pending receipt of the neutral physician's determination, the officer shall continue to be granted paid leave pursuant to § 20.1A above, so long as not inconsistent with any of the other provisions of this article (i.e., limited duty obligations).

20.6 Miscellaneous I.O.D. matters.

- A) Insurance proceeds - any proceeds from insurance policies secured by the Town to cover its obligations under this article shall be payable to the Town.
- B) Special details - No officer shall be permitted to work outside special duty details while on I.O.D. leave.
- C) Recurring disability - Once an officer has returned to duty, if the officer experiences recurring disability caused by previous injuries, all of the procedures set forth above with regard to I.O.D. leave shall apply to such periods of disability.
- D) Priority of contract provisions - In the event of a conflict between the provisions of this article and any other article of this collective bargaining agreement, the provisions of this article shall prevail.
- E) Outside earnings set-off - Any taxable income received for work actually performed by a police officer (from any source other than the Town), except for unearned income attributable to something other than labor, during a period when the officer is on I.O.D. leave pursuant to this article, shall be set off against any pay to which the officer is entitled pursuant to this article, any payment under this article shall be reduced accordingly. It shall be the officer's obligation, as a condition of his employment, to report all such taxable income, in writing to the Chief of Police within seven (7) days of the officer's receipt of such income. Failure to report any such income in accordance with this section shall constitute grounds for immediate dismissal.

20.7 MGL C. 41, §111F - Insofar as MGL C. 41, §111F, is not inconsistent with the provisions of this article, that statute shall continue to control the rights and liabilities of the Town, officers, and third parties involving situations where an officer sustains an

injury or injuries in the course of his employment. To the extent that this article is inconsistent with MGL C.41, §111F, this article shall control.

20.8 Miscellaneous

- A) No officer's shift of duty, other than that of the officer on limited duty, will be changed in connection with a light duty assignment.
- B) An officer on limited duty shall be eligible for overtime if there is a need to fill a position involving the duties he is performing (See Section 20.3B above).
- C) Limited duty shall not in any way bar an officer from filing for permanent disability retirement.

20.9 Conflict with State Statute - If any section of this article is in conflict with state statute, the terms under §43.4 shall apply.

**ARTICLE 21  
SAFETY**

21.1 Both the Town and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public. This article shall not be subject to the grievance and arbitration process.

**ARTICLE 22  
PROMOTIONS**

22.1 The Town agrees that, except in emergencies, all available promotions will be posted as soon as possible. The Chief of Police will publish the minimum qualifications for each rank. All qualified employees within the department will be allowed to take the qualifying oral and written examinations along with such other qualified applicants as the Chief of Police deems appropriate. All promotions will be based on standards and merit established by the Chief of Police, and the final decision as to selection and promotion shall rest with the Town Administrator and Board of Selectmen and shall not be subject to grievance. In cases where all qualifications are judged to be equal, department employees will receive preference.

**ARTICLE 23  
SCHOOL AND TRAINING ATTENDANCE**

23.1 While an employee covered by this contract is in attendance at a school or a training session required by the Chief of Police, said employee shall receive pay, based on the regular hourly rate or an overtime rate where applicable. When available, a police vehicle is to be used. Compensation for tolls, and when a personal vehicle is used, mileage will be paid at the rate approved by the Board of Selectmen for all town employees per mile. Any equipment, clothing or supplies deemed necessary by the instructing authority and agreed to by the Chief of Police will be paid for by the employee and reimbursed by the Town after successful completion of the training, school or academy. With the prior approval of the Chief of Police, an employee not reporting to the station prior to training shall waive their right to compensation for toll

and mileage reimbursement.

- 23.2 The Chief of Police reserves the right to adjust the work schedule of any employee in order to schedule attendance at a school, training session or academy and to take any other action necessary to schedule any pay for training at straight time rather than overtime rates. No other officer's shift shall be changed within seven (7) days to fill a shift open due to training.
- 23.3 The employee shall be paid an additional \$20.00 per eight (8) hour period for meals.

#### **ARTICLE 24 BULLETIN BOARD**

- 24.1 The Town shall provide space in a place where the general public has no access in the Police Station for a bulletin board to be used by the employees for posting of notices concerning Union business and activities. The bulletin board shall be installed at no cost to the Town and shall not exceed 30" by 36" in size.
- 24.2 The Union may advertise fund raising events on the bulletin board in the front lobby of the Police Department as long as its existence does not interfere with the operation of the station and the format and content have been approved in advance by the Chief of Police. There will be a limit of one (1) sign; 12" x 15".

#### **ARTICLE 25 FIREARMS/FIRST AID/CPR**

- 25.1 All training involving firearms, CPR and first aid shall be scheduled by the Chief of Police. Such scheduling shall be in writing and in advance of the starting date.
- 25.2 Patrolmen shall qualify with their duty weapon twice per calendar year (minimum), or as determined and scheduled by the Chief of Police.
- 25.3 Patrolmen shall qualify with a shotgun and patrol rifle twice per calendar year (minimum) or as determined by the Chief of Police.
- 25.4 The Town shall supply ammunition and targets for one (1) practice round and one (1) qualified round. Any other rounds fired during this process shall be at the employee's own expense.
- 25.5 Failure to complete the qualification requirements within the one practice round or one qualification round, as funded by the Town, shall make the burden of cost rest solely on the employee until standards of qualifications are met.
- 25.6 Each employee covered by this agreement shall be certified by the Municipal Police Training Committee in CPR and First Responder Training Program. Training and scheduling is to be determined by the Chief of Police.
- 25.7 Failure to complete the training that has been scheduled in Sections 25.2 through 25.6 or requirements as established shall result in suspension of the employee without pay.

- 25.8 Employees will be allowed a maximum period of fourteen (14) days to meet requirement levels.
- 25.9 All training shall be scheduled as best as possible in order to give advance notice to employees.
- 25.10 The Chief of Police shall designate a Firearms and CPR/First Responder Instructor from the full-time officers and/or sergeants, if such training is not available through the MPTC. The Town shall supply necessary training supplies, and maintain their certification with the Chief's approval within budgetary constraints.

## **ARTICLE 26 GRIEVANCE PROCEDURE**

- 26.1 A grievance is defined as an actual dispute between the employees and the Town, or between the Town and the employees as to the interpretation or application of the expressed terms of the agreement. All grievances shall be handled in accordance with the procedure set forth herein and reference to the period of days shall not include Saturdays, Sundays and Holidays.
- 26.2 The employee and Association President or President's representative shall take up the grievance with the Chief of Police within fifteen (15) days of the knowledge of the incident. The Chief of Police will attempt to resolve the matter. Failure to respond in writing within fifteen (15) business days shall be equivalent to a denial. This timeframe may be extended by agreement of both parties.
- 26.3 If the grievance has not been settled by the Chief of Police, it may be forwarded to the Town Administrator in writing within fifteen (15) days after the Chief's reply is due. The Town Administrator will meet with the Union at its next scheduled meeting and reply to the grievance within fifteen (15) days thereafter. The Town Administrator will attempt to resolve the matter, the local will have the right to appeal the Town Administrator's decision to the Board of Selectmen. This timeframe may be extended by agreement of both parties.
- 26.4 If the grievance has not been settled by the Town Administrator, it may be forwarded to the Board of Selectmen in writing within the fifteen (15) days after the Chief's reply is due. The Board will meet with the Union at its next scheduled meeting and reply to the grievance within fifteen (15) days thereafter. The Board will attempt to resolve the matter. This timeframe may be extended by agreement of both parties.
- 26.5 Any dispute that has not been satisfactorily settled after exhaustion of the procedures set forth above, may, at the request of the Union, be submitted to arbitration within thirty (30) calendar days from the date the final decision in §26.4 of the grievance procedure is due.
- 26.6 The Union shall notify the Town, in writing, of its intent to take the grievance to arbitration and stipulate the matter to be arbitrated. The arbitration shall be conducted by an arbitrator to be selected by the parties, if they can mutually agree upon the selection within fifteen (15) calendar days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance shall be submitted to the American Arbitration Association according to its procedures and

rules.

- 26.7 The cost of any arbitration proceedings shall be divided equally between the Town and the Union. The decision of the arbitrator shall be limited to the specific point or points of difference submitted to arbitration. The arbitrator shall have no authority to add to, subtract from, modify, or amend any of the provisions of the agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party.

## **ARTICLE 27 UNIFORMS**

- 27.1 All newly appointed police officers shall be issued the necessary police equipment as required by the Chief of Police. All such equipment shall remain the property of the Town and shall be returned to the Town upon termination of employment. All items purchased from the annual clothing allowance shall remain the property of the officer or dispatcher upon termination of employment, except that all items containing the insignia or relating to the Sturbridge Police Department (i.e. badge, patches, etc.) shall be returned upon termination of employment.
- 27.2 After one full year of employment, the Town shall provide an annual clothing allowance per fiscal year to each full-time officer for FY24 - \$1200; for FY25 - \$1300; for FY26 - \$1400. This allowance shall be for purchasing the necessary police equipment as determined by the Chief of Police and for the cleaning of said uniforms. The Chief of Police and Union President will agree to a pre-approved equipment list; items not on this list shall be approved or denied within 14 days of a request by a member.
- 27.3 The Town shall provide a clothing allowance for dispatchers as follows: FY24 of \$535, FY25 of \$565, and FY 26 of \$585. The dispatcher shall receive half of the payment upon hire and the remainder on July 1 of the upcoming fiscal year.
- 27.4 All items purchased from the annual clothing allowance shall remain the property of the officer or dispatcher upon termination of employment.
- 27.5 The officer or dispatcher will not receive the allowance in "cash". They may make payment for the item or cleaning service and submit vouchers for reimbursement. The Chief of Police may provide for other payment arrangements.

## **ARTICLE 28 LAYOFFS**

- 28.1 In the event of a layoff, employees in such grade shall be laid off in the reverse order of seniority and shall be returned to work in the order of seniority, provided the individual is physically fit to perform the duties they were performing before the layoff. Recall rights cease and seniority is terminated when an employee:
- A) Refuses recall;
  - B) Fails to report to work within three (3) calendar days after notice by the Chief of Police to return to work is received.
- 28.2 If layoffs should occur, employees who held prior continuous full-time positions shall be



afforded the opportunity to bump back to the former positions (i.e. patrolman back to dispatchers). The employee shall stay in this position without any loss of seniority or benefits until recall of their permanent positions.

- 28.3 Wages to be received by the employee in the bump-back position shall be on the appropriate pay scale for that position and pay shall be calculated on the years the employee held in that position (i.e. one year in the position - employee will be compensated at the one year level and increase appropriately).
- 28.4 Officers that are laid off; if they so choose, shall be allowed to continue to work paid details (see Article 19). They shall keep their seniority on the detail roster during the selecting and appointing of such details.

**ARTICLE 29  
SUBSTITUTION**

- 29.1 Full-time employees may agree to exchange shift assignments provided that each of the following requirements are met:
- A) Advance written permission is obtained from the Chief of Police or his designee.
  - B) The exchange may be made out of rank.
  - C) The exchange occurs within the same workweek so as to not incur any additional overtime.
  - D) The Town incurs no additional cost as a result of the exchange.

**ARTICLE 30  
CIVIL LIABILITY**

- 30.1 The Town agrees to provide civil liability insurance in the amount of \$1,000,000, only if a common carrier with a Best Rating of B or better will offer the coverage. If this condition is not met, the Town reserves the right to reduce the amount of insurance based on availability and price.

**ARTICLE 31  
DUES DEDUCTION**

- 31.1 The Town shall, for the duration of this Agreement, deduct Union dues each week from the paycheck of each employee who individually and voluntarily authorizes in writing, authorization for such a deduction and the Town shall remit said funds to the Treasurer of the Union the first week of each month. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to the Treasurer of the Union. If an employee is absent on account of illness, leave of absence, or for any other reason has no earnings owed him during said deduction period, no deductions will be made from that employee for that period. The Union will arrange collection of dues in such instances directly with the employee. When the employee returns to pay status on the payroll, the Town shall reactivate the deduction of his dues.

**ARTICLE 32  
INTERDEPARTMENTAL INSTRUCTIONS**

- 32.1 The Chief shall determine whether the following areas of training will be completed by departmental personnel, MPTC In-Service Training (i.e. at a designated training center), by a private firm or individual, or similar manner:
- A) Firearms qualifications;
  - B) CPR and First Responder;
  - C) Radar operation;
  - D) Breathalyzer.

- 32.2 The Town shall supply all necessary training supplies to the instructor and maintain his certification if deemed necessary by the Chief of Police.

**ARTICLE 33  
JURY DUTY**

- 33.1 Each employee shall be entitled to up to three (3) days leave with regular pay if selected and summoned for service on a grand jury or a trial jury, for any day, or part thereof, actually spent performing such juror service. Each employee shall be entitled to leave without pay from the employer for the fourth day of juror service and each day thereafter actually spent in such service.
- 33.2 This policy is intended solely to recognize and comply with the provisions of MGL C. 234A, which became effective in Worcester County on January 1, 1985 and which provides that the employer shall pay regular wages for the first three (3) days of juror service, and that the Commonwealth shall pay for the fourth and subsequent days at the rate of fifty dollars (\$50.00) per day (MGL C. 234A, §48 - §51).

**ARTICLE 34  
PERFORMANCE APPRAISAL SYSTEM**

- 34.1 A performance appraisal system shall be established and implemented as of July 1, 1993. Performance appraisal is a process of assessing a person's work performance against a set of pre-determined criteria and discussing that appraisal directly with the person at periodic intervals during the year. It is important that the appraisal focus on the individual's actual performance on the job - what the persons does or does not do and how well it is done - not on personal characteristics or traits.
- 34.2 The appraisal year shall begin on July 1st and end on the following June 30th. The mid-year review would take place on or before December 15th and the annual review on or before June 30th.
- 34.3 The following overall rating system shall be used:

<u>Rating</u>	<u>Points PTA/Disp</u>	<u>Points Sergeants</u>
Exceeds expectations	18 - 21	21 - 24
Meets expectations	8 - 17	9 - 20
Does not meet expectations	0 - 07	0 - 8

- 34.4 No employee shall receive the overall rating of "Exceeds Expectations" if the employee is rated "Does not meet expectations" on any single performance criteria.
- 34.5 A departmental meeting will be held at the beginning of the appraisal year to review the criteria to be used in the rating system. This meeting is to review the criteria, clarify more precisely what is expected and discuss what would constitute "Exceeds expectations" on each criteria. This is also a good time to review the job description since "Job knowledge" is based upon fulfilling the job description.

- A) It is intended that all Sergeants receive training that will provide them with a complete understanding of the system, the purposes, the criteria and the rating scheme and practice in applying the skills of evaluation and communication.
  - B) In addition, employees (both existing and future) shall be oriented to the system.
- 34.6 A mid-year review will be conducted to assess each employee's progress for the first six (6) months against the criteria used in the rating instrument (Appendix E).
- A) All Sergeants will individually appraise each police officer and dispatcher. The Sergeants will meet and discuss their appraisals and one Sergeant will assemble a single appraisal for each employee showing the distribution of rating for each criteria. The Sergeants need not calculate an overall score on the mid-year review. The intent is to focus on the specific areas of performance.
  - B) The Sergeant would meet with each officer and dispatcher in a comfortable setting to discuss his/her appraisal, citing specific accomplishments and areas of strong performance as well as areas needing work.
  - C) If the employee disagrees with the appraisal, he or she will have an opportunity to express that difference of opinion verbally at the meeting and in writing on the "comments" section of the form.
  - D) All parties, as well as the Chief of Police, are to sign and date the form.
- 34.7 An annual review will be conducted to appraise the employee's overall performance for the full year and to plan for any future professional development needs.
- A) All Sergeants will individually appraise each officer and dispatcher. The Sergeants would meet to discuss their appraisals and come to a consensus on a composite appraisal. The Sergeants will calculate total points.
  - B) If they are unable to arrive at a consensus, the matter would be referred to the Chief of Police. He would decide on an overall appraisal after hearing the conflicting views of the Sergeants.
  - C) The Sergeants would once again meet with each officer and dispatcher to discuss the appraisal. They will also discuss any professional development needs and sketch out a plan to meet those needs.
  - D) All parties, as well as the Chief of Police, are to sign and date the appraisal form.
- 34.7 The Town Administrator will monitor the conduct of the performance appraisal process, insuring that the appraisals are done in a timely manner and that appraisers adhere to the system's guidelines.
- 34.8 The mid-year and annual appraisals will be reviewed by the Chief of Police to ensure consistency and proper use of the criteria.

- 34.9 An employee who feels unjustly appraised may appeal that appraisal to an Ad Hoc Appeals Board. Such Board shall be composed of one person selected by the employee, one person selected by the Town Administrator and a third person selected by the first two. The Ad Hoc Board, after a thorough review, may sustain or modify the appraisal, and its decision will be final and not subject to the grievance and arbitration process unless used for purposes other than noted in 34.11 of this article.
- 34.10 On an annual basis, the Town Administrator shall ask a sub-committee of the Union-Management Committee established pursuant to Article 36 of this agreement to conduct an audit of the appraisal system. A report thereon shall be submitted to the Town Administrator and the Union-Management Committee for consideration of amendments to this article.
- 34.11 The performance appraisal system is designed for the following purposes only:
- A) To encourage high-level performance.
  - B) To clarify what is expected of each employee at the beginning of the appraisal process, periodically throughout the process, and at the completion of the process.
  - C) Provide direct, constructive feedback about the employee's performance, identifying strengths and areas needing improvement.
  - D) Encourage a dialogue between the Sergeants and employees about the employee's performance.

The performance appraisals shall only be used for the above noted purposes and shall not be used for either discipline or discharge.

#### **ARTICLE 35 LIMITATION OF HOURS**

- 35.1 It is agreed that no employee may work more than sixteen (16) aggregate hours in a twenty-four hour period. Furthermore, it is agreed that no employee may work more than sixty-four (64) hours during one weekly pay period, except in cases of emergency as declared by the Chief of Police.
- 35.2 These hours shall be monitored by the Chief of Police. If the Chief, within his discretion, should find sufficient cause to believe that an employee is overworking, creating an unsafe working condition, he shall have the authority to suspend that employee from extra duty during the following two (2) weeks.
- 35.3 This limitation of hours shall not include the time spent by full-time employees at court.

#### **ARTICLE 36 ON-DUTY**

- 36.1 Employees shall be ready for duty at the beginning of their shift.

- 36.2 A work day shall consist of eight (8) hours per day with thirty (30) minutes allowed within that period for meal breaks; however, employees will be subject to call.

**ARTICLE 37  
CRUISER EQUIPMENT & SAFETY**

- 37.1 The following equipment items shall be installed in all cruisers prior to their utilization on the line:
- A) Prisoner cage
  - B) AM-FM radio
  - C) Air Conditioning
  - D) Snow Tires (seasonal)
  - E) Heat
  - F) Mobile Data Terminal (MDT)
- 37.2 Breakdown of any of these pieces of equipment shall not be reason in itself for not using a cruiser; though repair of this equipment shall be performed within a reasonable amount of time.
- 37.3 Cruisers are considered crucial equipment in assisting officers in the performance of their duties. There is great concern for both the safety of the officers and the citizens who depend on these officers arriving safely upon their request for help or assistance. Due to this reason, the Town agrees that all cruisers obtaining 90,000 miles on the odometer will undergo quarterly certified safety inspections. For all major deficiencies discovered the cruiser will remain out of service until repaired.

**ARTICLE 38  
MILITARY LEAVE**

- 38.1 An employee who is a member of the National Guard or any component of the United States Reserves, shall be paid the difference between their regular pay and any pay they receive in connection with their duties as a member of the National Guard or any component of the United States Reserves, not to exceed forty (40) days in any one year. The employee must present to the Chief of Police an authenticated copy of the military orders issued to them showing the dates on which the military duty was performed and amount paid. Lacking such substantiation shall be reason to deny payment of salary during such absence.
- 38.2 The employee must give at least a seventeen day written notice of any military duty to the Chief of Police or his designee. In the case of emergency duty, an employee must immediately give notice of such duty to the Chief of Police. Failure to provide notice as specified may result in disciplinary action being taken against the employee.
- 38.3 The employee shall notify the Chief of Police as soon as he/she is aware of or should have known of any military leave that is for a duration more than the normal weekend drill.

**ARTICLE 39  
FAMILY/MEDICAL LEAVE**

- 39.1 The Town will follow the provisions of the Family Medical Leave Act ("FMLA") when granting leave. Leave shall be granted for one or more of the following reasons:
- A) The birth or placement of a child for adoption or foster care.
  - B) To care for an immediate family member (spouse, child or parent) with a serious health condition.
  - C) When the employee is unable to work because of a serious health condition.
- 39.2 A serious health condition means an illness, injury, impairment or physical or mental condition that involves:
- A) Any period of incapacity or treatment connected with inpatient care (i.e., overnight stay) in a hospital, hospice or residential medical care facility.
  - B) Any period of incapacity requiring absence of more than three calendar days from work.
  - C) Continuing treatment by or under supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days and for prenatal care.
- 39.3 Spouses employed by the Town are jointly entitled to a combined total of twelve workweeks of leave for the birth or placement of a child for adoption or foster care and to care for a parent who has a serious health condition.
- 39.4 Leave for birth, adoption or foster care placement must conclude within twelve months of the birth or placement.
- 39.5 Under the following circumstances, employees may take family/medical leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule:
- A) Where leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the Chief's approval.
  - B) Leave may be taken intermittently whenever it is medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
  - C) If the need for intermittent leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the department's operation, subject to the approval of the health care provider.
- 39.6 Employees may choose to use accrued paid leave (vacation leave, personal leave, holiday leave or sick leave) of this Agreement to cover some or all of the otherwise unpaid family/medical leave as follows:

- A) Employee - 100% of accrued leave
  - B) Spouse/Children - 50% of accrued leave
- 39.7 The Chief is responsible for designating if paid leave used by an employee counts as family/medical leave, based on information provided by the employee. In no case can an employee's paid leave be credited as family/medical leave after the leave has been completed.
- 39.8 The Town shall maintain group health and life insurance coverage for an employee on leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee has continued to work. Arrangements will need to be made for employees taking unpaid leave to pay their share of health and life insurance premiums while on leave.
- 39.9 Employees seeking to use family/medical leave shall be required to provide the following:
- A) Thirty (30) days advance notice of the need to take leave when the need is foreseeable.
  - B) Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
  - C) Second or third medical opinions and periodic re-certifications at the Town's request and expense.
  - D) Periodic reports upon request during leave on the employee's status and intent to return to work.
  - E) A "fitness for duty" certification to return to work.
- 39.10 Upon return from leave, an employee shall be restored to his/her original position with the same wages and benefits as if the employee had continued to work the entire leave period.
- 39.11 Family/medical leave benefits shall cease when the employee returns to work or if an employee informs the Town of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the leave entitlement is up.

**ARTICLE 40  
SUPERVISORY COVERAGE**

- 40.1 A police officer who is directed by the Chief of Police to perform duties and assume the responsibilities and authority of a higher grade than which the employee normally holds (Supervisory Status / Officer in Charge) shall receive \$3.75 per hour additional compensation, including the first shift, or second shift when the Chief of Police, Lieutenant, or Sergeant is not on duty.
- 40.2 An officer or dispatcher working as a Field Training Officer (FTO) or a dispatcher



working as a Communications Training Officer (CTO) will have one hour of each shift serving as an FTO or CTO compensated at overtime pay for that shift. This language does not indicate any extension of hours for that shift.

#### **ARTICLE 41 TUITION REIMBURSEMENT**

- 41.1 The Town agrees to reimburse the full-time dispatchers in the amount of 75% for academic fees, books and tuition cost of any accredited college course completed towards a job-related degree with a grade average of B- or above.
- 41.2 The Town agrees to reimburse the full-time dispatchers in the amount of 50% for academic fees, books and tuition cost of any accredited college course completed towards a job-related degree with a grade average of C to C+.
- 41.3 The full-time dispatcher must furnish proof of completion with the appropriate grade average to qualify for reimbursement.
- 41.4 Tuition reimbursement will be limited to four (4) classes per calendar year and shall be allowed up to the allowed Internal Revenue Service (IRS) limit.
- 41.5 All courses must be approved in advance, in writing, by the Chief of Police in order to qualify for reimbursement. All time spent in education must be considered voluntary personal time and not work time.

#### **ARTICLE 42 SUBSTANCE ABUSE POLICY**

- 42.1 Alcohol and Drug Testing Policy
  - A. Purpose and Scope – The purpose of this policy is to ensure a safe, healthful and productive work environment and to protect the health and welfare of the citizens of the Town. This policy outlines the responsibilities of employees and supervisors with regard to alcohol and drug testing of employees. The intent of this policy is to combine disciplinary action with rehabilitation.
  - B. Applicability – This policy applies to all employees covered by this agreement.
  - C. Definitions – The following words and phrases shall apply to this policy:
    - 1. Controlled Substances – Any drug included in Schedules I through V, as defined by Section 8.02(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of “Controlled Substance” in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used for the purpose for which they were prescribed.
    - 2. Illegally-Used Drugs – Any prescribed drug which is legally obtainable

but has not been legally obtained or is not being used for prescribed purposes, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue) being used for other than their intended purposes.

3. Alcohol – Colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
4. Medical Review Officer (MRO) – A licensed physician responsible for receiving laboratory drug testing results who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test relative to the officer's medical history and other relevant biomedical information.

D. Policy Regarding Alcohol and Drug Testing –

1. It is the policy of the Town to require pre-employment (drugs only), random, reasonable suspicion and postaccident alcohol drug testing. This policy generally explains the requirements of the regulations and the Town's application of them.
2. The performance of duties related to employment with the Town is prohibited by employee's having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test; by employees using alcohol or within four (4) hours after using alcohol; and by employees in the possession of medication containing alcohol unless the package seal is unbroken.
3. Use of controlled substances by employees covered by this agreement is prohibited, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their duties. Employee's undergoing prescribed medical treatment with any drug must report the drug used to their supervisor.

E. Procedures:

- 1) Types of Tests - To the extent practicable, all tests will be conducted during the employee's normally scheduled work hours. The following tests are required:
  - a) Pre-Employment (Pre-Use) - All applicants for employment are subject to screening for controlled substances, or candidates for transfer or promotion to such a position (pre-use) are subject to screening for improper use of controlled substances.
  - b) Post Accident - An accident is defined as an incident involving a motor vehicle in which there is either a fatality, an injury treated

away from the scene, or a vehicle being required to be towed from the scene. Tests will be conducted after accidents on employees in Town vehicles, in an accident where a citation for a moving traffic violation was given the employee and for all fatal accidents even if the employee is not cited for a moving traffic violation. Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours after the accident. Employees must refrain from all alcohol use until the test is complete. Post-accident drug tests must be conducted within 32 hours.

- c) Reasonable Suspicion - Tests will be conducted when a supervisor observes behavior or appearance that is characteristic of alcohol or drug use. If an employee's behavior or appearance suggests alcohol or drug use, a reasonable suspicion test must be conducted. If a test cannot be administered the employee must be removed from duty for at least 24 hours. Other than refusal to submit under Section 2(c) of this agreement, the employee shall be provided paid administrative leave, unless the employee subsequently tested positive, which would result in the leave being unpaid administrative leave. Testing for alcohol abuse must be based upon reasonable suspicion, which arises just before, during or just after the time when the employee is on duty. Testing for substance abuse may occur at any time upon reasonable suspicion. Reasonable suspicion testing may only be conducted after consultation with the Chief of Police or his/her designee.
- d) Random - Tests will be conducted on a random, unannounced basis just before, during or after being on duty for alcohol, or at any time for drugs. Each year, the number of random alcohol tests conducted by the Town must equal at least 25% of all employees (including CDL testing). Random drug tests conducted by the Town must equal at least 50% of all employees (including CDL testing). The random testing procedure shall be provided by the Massachusetts Interlocal Insurance Association (MIIA) or any testing procedure that is subsequently agreed to by the Town and Local.
- e) Return to Duty and Follow-Up - Tests will be conducted when an employee who has violated the prohibited alcohol or drug standards returns to duty. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after a employee returns to duty. Follow-up testing may be extended for up to thirty-six (36) months following the return to duty.

2) Conducting Tests -

- a) Alcohol - Breath testing using evidential breath testing (EBT) devices will be used. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. A

screening test is conducted first. Any result less than 0.04 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.04 or greater, a second, confirmation test must be conducted.

b) Drugs:

- i) Drug testing is conducted by analyzing an employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements will ensure that the specimen's security, proper identification and integrity are not compromised.
- ii) A split specimen procedure shall be used. Each urine specimen will be subdivided into two (2) bottles labeled primary and split. Both bottles will be sent to the laboratory. Only the primary specimen will be opened and used for the urinalysis. The split specimen will remain sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee will have 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.
- iii) All urine specimens will be analyzed for the following drugs:
  - Marijuana (THC metabolite)
  - Cocaine
  - Amphetamines
  - Opiates (including heroin)
  - Phencyclidine (PCP)
- iv) Testing will be conducted using a two-stage process. First a screening test will be performed. If the test is positive for one or more of the drugs, a confirmation test will be performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.
- v) All drug tests will be reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate

medical uses that may explain a positive test result. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

- c) Refusal to Submit to an Alcohol or Drug Test and the Consequences - Refusal to submit (to an alcohol or controlled substances test) means that an employee (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy, or (3) engages in conduct that clearly obstructs the testing process.

Employees who refuse to submit to an alcohol or drug test or switch or adulterate any blood or urine sample shall not be allowed to perform their duties. Employees who refuse to submit to a test, switch or adulterate a sample, shall be subject to discipline, up to and including discharge.

3) Consequences of Alcohol/Drug Misuse:

- a) Alcohol or Illegally Used Drugs – Any employee that tests positive for alcohol or illegally used drugs shall be subject to disciplinary procedures up to and including termination. However, the first time an employee tests positive for alcohol or illegally used drugs, the employee shall be offered and the employee shall sign a Rehabilitation Agreement (See Appendix D) and the employee shall receive up to five (5) days suspension. Note that refusing to sign the Rehabilitation Agreement under these circumstances constitutes a separate violation of this policy. Employees who sign the Rehabilitation Agreement and undergo treatment will be assigned administrative duties and have their weapon carrying privileges suspended until such time as they are certified, by the treatment provider, to be recovering and able to safely carry weapons, at which time the disciplinary action, being held in abeyance will not be served. A record of the original disciplinary action, as well as successful completion of rehabilitation shall remain in the employee's medical personnel file. The employee will also be subject to follow-up drug testing as described in Section (E)(1)(e)
- b) Controlled Substances – Employees who receive a verified positive test result for controlled substances will be subject to termination. However, where the employee's only violation is a positive test for controlled substances and it is the employee's first offense, the Town shall offer voluntary submission to the following alternative program:

- 1) Up to a 45 day suspension without pay.
  - 2) Execution of a Rehabilitation Agreement and submission to a treatment and rehabilitation program.
  - 3) Placement in an administrative position and suspension of weapon carrying privileges upon return to work following suspension until certified by the treatment provider to be recovering and able to safely carry weapons.
  - 4) Submission to follow-up testing as described in Section (E)(1)(e).
- c) Consequences of Violation – Any violation of this policy shall lead to disciplinary action up to and including termination. The severity of the action chosen will depend on the circumstances of each case.

The Town will utilize progressive discipline excluding the provisions provided for in paragraph (E)(3) (a) & (b) for the second offense. However, a positive test in itself shall not constitute grounds for termination. Upon a third offense the employee shall be terminated. The Chief of Police may, at his discretion, suspend any disciplinary action while an employee is undergoing substance abuse treatment subject to a Rehabilitation Agreement. Refusing to sign a Rehabilitation Agreement shall result in a recommendation of termination.

Failure to adhere to the terms of the rehabilitation agreement shall result in disciplinary action up to and including termination.

- 4) Information/Training:
- a) All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug use. All employees must receive a copy of this policy and sign the Confirmation of Receipt provided by the Town, prior to any testing.
  - b) All supervisory and management personnel in the Police Department must attend at least two (2) hours of training on alcohol and drug use symptoms and indicators used in making determinations for reasonable suspicion testing. Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy. Periodic, ongoing training will also occur after implementation of the policy.
  - c) This policy will be posted on employee bulletin boards and will be available to all employees.
  - d) Educational information will be made available periodically which will focus on (a) the potentially dangerous effects of alcohol and

drug use and abuse on an individual's health, work and personal life; (b) signs/symptoms of an alcohol or drug problem; (c) methods of intervening when an alcohol or drug problem is suspected; (d) the procedures associated with pre-employment drug screening and "reasonable suspicion" testing; (e) the effects on job performance measured in loss of productivity; and (f) the potential safety hazards presented to the individual employee, other employees and the public.

- e) All recruitment advertising for the Police Department will include the statement "Drug/Alcohol screening is a condition of employment" at the bottom of the advertisement/posting with the EEO statement.
  - f) All final candidates for employment will be given a copy of this policy, and be given the opportunity to read the policy in its entirety.
- 5) Record Keeping:
- a) The Town will keep detailed records of its alcohol and drug misuse prevention program.
  - b) Employee alcohol and drug testing records are confidential to the extent required by law. Test results and other confidential information may only be released to the employer, the substance abuse professional, the MRO and any factfinder in a proceeding resulting from, or in connection with, the testing program or for an appeal of disciplinary action under these provisions and at the employee's request.
- 6) Pre-Employment References:
- a) The Town must obtain and review the following information from each employer that the prospective employee worked for, in during the previous two (2) years: information about a test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
  - b) The prospective employee must provide the former employer with a written release allowing the release of this information or he/she will not be considered for employment.
  - c) If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has already consulted with a substance abuse professional, already received recommended treatment, and subsequently tested negative in a return-to-duty test for the former employer.

- d) The Town must provide the same information to subsequent employers of current Town employees when provided with a written release.
- 6) Questions - Questions about this policy should be referred to the employee's supervisor, Chief of Police or the Town Administrator.
- 7) Administration of Policy - The Town Administrator shall administer this policy. The Town Administrator may delegate the responsibility for such administration to the Chief of Police.
- 8) Rules and Regulations - The Town Administrator may adopt administrative rules and regulations in accordance with federal law, to implement this policy.

**ARTICLE 43  
STABILITY OF AGREEMENT**

- 43.1 No amendment, alteration or variation of terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.
- 43.2 The failure of the Town of Sturbridge or the Union to insist, in any one or more situations, upon performance or any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town of Sturbridge or of the Union to future performance of any such term or provision and the obligation of the Town of Sturbridge and the Union to such future performance shall continue in full force and effect.
- 43.3 Should any provisions of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force. Should any provision of this Agreement or any supplement thereto be superseded by the FLSA, then the Town of Sturbridge and Union reserve the right to re-negotiate that provision.
- 43.4 In the event of a conflict of interest between the provisions of this Agreement and any state statute, local bylaw or regulation of the Board of Selectmen or Chief of Police, the terms of MGL C. 150E, §7 shall govern.

**ARTICLE 44  
EFFECT OF AGREEMENT**

- 44.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, if any, concludes all required collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, undertakings and practices, oral and



written, express or implied.

**ARTICLE 45  
AGREEMENT, DURATION, TERMINATION AND CHANGES**

- 45.1 This agreement between the Town and the Union shall constitute the entire Agreement between the parties effective July 1, 2023 through June 30, 2026 and shall supersede any other agreement.
- 45.2 This agreement shall remain in full force and effect until June 30, 2026. Thereafter, this Agreement shall not automatically renew itself unless mutually agreed upon. It is further agreed that if no new Agreement has been signed prior to said expiration date, this Agreement shall remain in full force and effect until such new agreement has been signed.
- 45.3 During the time that this Agreement is in effect, no changes or additions can be made unless agreed upon by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in their name and on their behalf by duly authorized officers.

TOWN OF STURBRIDGE  
BOARD OF SELECTMEN

STURBRIDGE POLICE ASSOCIATION  
OFFICERS / DISPATCHERS

[Signature]  
Mary Blanchard

[Signature]  
Mr. Volpe

[Signature]

[Signature]  
Mary Downing

[Signature]  
[Signature]  
ML#216

1/16/2024  
Date

02/09/24  
Date

\* Subject to Town Meeting vote in accordance with MGL, C. 150E, §7.

## APPENDIX A SAMPLE SCHEDULE

### WEEK 1

OFFICER	MON	TUES	WED	THURS	FRI	SAT	SUN
	OFF	11-7	11-7	11-7	11-7	OFF	OFF
	11-7	11-7	11-7	OFF	OFF	11-7	11-7
	11-7	OFF	OFF	11-7	11-7	11-7	11-7
	OFF	OFF	11-7	11-7	11-7	11-7	OFF
	OFF	7-3	7-3	7-3	7-3	OFF	OFF
	7-3	7-3	7-3	OFF	OFF	7-3	7-3
	7-3	OFF	OFF	7-3	7-3	7-3	7-3
COURT	7-3	7-3	7-3	7-3	7-3	OFF	OFF
	OFF	3-11	3-11	3-11	3-11	OFF	OFF
	3-11	3-11	3-11	OFF	OFF	3-11	3-11
FLOAT	3-11	OFF	OFF	3-11	3-11	3-11	3-11
FLOAT	11-7	11-7	OFF	OFF	11-7	11-7	11-7

### WEEK 2

OFFICER	MON	TUES	WED	THURS	FRI	SAT	SUN
	11-7	11-7	11-7	11-7	OFF	OFF	11-7
	11-7	11-7	OFF	OFF	11-7	11-7	11-7
	OFF	OFF	11-7	11-7	11-7	11-7	OFF
	OFF	11-7	11-7	11-7	11-7	OFF	OFF
	7-3	7-3	7-3	7-3	OFF	7-3	7-3
	7-3	7-3	OFF	OFF	7-3	7-3	7-3
	OFF	OFF	7-3	7-3	7-3	7-3	OFF
COURT	7-3	7-3	7-3	7-3	7-3	OFF	OFF
	3-11	3-11	3-11	3-11	OFF	OFF	3-11
	3-11	3-11	OFF	OFF	3-11	3-11	3-11
FLOAT	OFF	OFF	3-11	3-11	3-11	3-11	OFF
FLOAT	11-7	OFF	OFF	11-7	11-7	11-7	11-7

### WEEK 3

OFFICER	MON	TUES	WED	THURS	FRI	SAT	SUN
	11-7	11-7	11-7	OFF	OFF	11-7	11-7
	11-7	OFF	OFF	11-7	11-7	11-7	11-7
	OFF	11-7	11-7	11-7	11-7	OFF	OFF
	11-7	11-7	11-7	11-7	OFF	OFF	11-7
	7-3	7-3	7-3	OFF	OFF	7-3	7-3
	7-3	OFF	OFF	7-3	7-3	7-3	7-3
	OFF	7-3	7-3	7-3	7-3	OFF	OFF
COURT	7-3	7-3	7-3	7-3	OFF	OFF	OFF
	3-11	3-11	3-11	OFF	OFF	3-11	3-11
	3-11	OFF	OFF	3-11	3-11	3-11	3-11
FLOAT	OFF	3-11	3-11	3-11	3-11	OFF	OFF
FLOAT	OFF	OFF	11-7	11-7	11-7	11-7	OFF

### WEEK 4

OFFICER	MON	TUES	WED	THURS	FRI	SAT	SUN
	11-7	11-7	OFF	OFF	11-7	11-7	11-7
	OFF	OFF	11-7	11-7	11-7	11-7	OFF
	11-7	11-7	11-7	11-7	OFF	OFF	11-7
	11-7	11-7	11-7	OFF	OFF	11-7	11-7
	7-3	7-3	OFF	OFF	7-3	7-3	7-3
	OFF	OFF	7-3	7-3	7-3	7-3	OFF
	7-3	7-3	7-3	7-3	7-3	OFF	OFF
COURT	7-3	7-3	7-3	7-3	7-3	OFF	OFF
	3-11	3-11	OFF	OFF	3-11	3-11	3-11
	OFF	OFF	3-11	3-11	3-11	3-11	OFF
FLOAT	3-11	3-11	3-11	3-11	OFF	OFF	3-11
FLOAT	OFF	11-7	11-7	11-7	11-7	OFF	OFF

### WEEK 5

OFFICER	MON	TUES	WED	THURS	FRI	SAT	SUN
	11-7	OFF	OFF	11-7	11-7	11-7	11-7
	OFF	11-7	11-7	11-7	11-7	OFF	OFF
	OFF	11-7	11-7	11-7	11-7	OFF	OFF
	11-7	11-7	11-7	OFF	OFF	11-7	11-7
	7-3	OFF	OFF	7-3	7-3	7-3	7-3
	OFF	7-3	7-3	7-3	7-3	OFF	OFF
	7-3	7-3	7-3	OFF	OFF	7-3	7-3
COURT	7-3	7-3	7-3	7-3	7-3	OFF	OFF
	3-11	OFF	OFF	3-11	3-11	3-11	3-11
	OFF	3-11	3-11	3-11	3-11	OFF	OFF
FLOAT	3-11	3-11	3-11	OFF	OFF	3-11	3-11
FLOAT	11-7	11-7	11-7	11-7	OFF	OFF	11-7

### WEEK 6

OFFICER	MON	TUES	WED	THURS	FRI	SAT	SUN
	OFF	OFF	11-7	11-7	11-7	11-7	OFF
	11-7	11-7	11-7	11-7	OFF	OFF	11-7
	11-7	11-7	OFF	OFF	11-7	11-7	11-7
	11-7	OFF	OFF	11-7	11-7	11-7	11-7
	OFF	OFF	7-3	7-3	7-3	7-3	OFF
	7-3	7-3	7-3	7-3	OFF	OFF	7-3
	7-3	7-3	OFF	OFF	7-3	7-3	7-3
COURT	7-3	7-3	7-3	7-3	OFF	OFF	OFF
	OFF	OFF	3-11	3-11	3-11	3-11	OFF
	3-11	3-11	3-11	3-11	OFF	OFF	3-11
FLOAT	3-11	3-11	OFF	OFF	3-11	3-11	3-11
FLOAT	11-7	11-7	11-7	OFF	OFF	11-7	11-7

APPENDIX B  
REHABILITATION AGREEMENT

Name \_\_\_\_\_

Date \_\_\_\_\_

On \_\_\_\_\_, the Sturbridge Police Department agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program:

- 1) You must authorize your treatment provider to provide proof to the Chief of Police of enrollment in a rehabilitation program and proof of attendance at all required sessions on a monthly basis. Your attendance will be monitored closely and the Chief of Police will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions.
- 2) You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.
- 3) If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The Chief of Police will take disciplinary action if you are absent as a result of alcohol or drug use.
- 4) You will pay for all costs of rehabilitation which are not covered under the employee's health plan.
- 5) During the twelve month period following the completion of your rehabilitation program, you will be required to comply with Section (E)(1)(e) of the Substance Abuse Policy.
- 6) You must meet all established standards of conduct and job performance. The Chief of Police will institute appropriate disciplinary action if your on-the-job conduct or performance is unsatisfactory.
- 7) Failure to comply with all of the above conditions will result in the institution of appropriate disciplinary action, up to and including termination. Furthermore, rehabilitation personnel will notify the Chief of Police in writing or appear for testimony at administrative or court hearings in the event the employee has not complied with the designated rehabilitation program.

I hereby voluntarily agree to all of the above conditions and authorize my treatment provider to provide the Chief of Police with proof of my enrollment and attendance at the recommended rehabilitation program. I sign this rehabilitation agreement of my own free will and without duress.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Chief of Police Approval \_\_\_\_\_ Date \_\_\_\_\_

Town Administrator Approval \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX C  
PERFORMANCE APPRAISAL SYSTEM  
FOR POLICE EMPLOYEES

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Year: \_\_\_\_\_

Purpose

1. To encourage high-level performance.
2. To clarify what is expected of each town employee at the beginning of the appraisal process and periodically throughout that process.
3. To provide direct, constructive feedback about the employee's performance, identifying strengths and areas needing improvement.
4. To encourage a dialogue between the supervisor and the employee about the employee's performance.

Rating Scale

Employees will be appraised against each of the criteria on the ensuing pages using the following three-part rating scale.

**EXCEEDS EXPECTATIONS** - The employee consistently performs above and beyond what is expected for a person in that position. The employee requires less supervision and demonstrates initiative in solving problems or overcoming obstacles that might otherwise impede performance.

**MEETS EXPECTATIONS** - The employee performs at a level expected of a person in that position. The employee possesses and utilizes the knowledge and skills needed to meet the responsibilities of the position. Normal supervision and follow-up are required.

**DOES NOT MEET EXPECTATIONS** – The employee's performance falls below what is expected for a person in that position. Improvements in the employee's knowledge and skill or a greater individual effort is needed to bring that person up to standard. More than usual supervision is required.

## PERFORMANCE CRITERIA

1. INVESTIGATIONS OF CRIMERS AND TRAFFIC ACCIDENTS	E	M	D
Refers to the thoroughness of investigations and the ability to apply the correct procedures and skills.			
A. All important steps in the investigation are Taken and documented	—	—	—
B. Evidence is properly preserved, collected And thoroughly described	—	—	—
C. Other agencies are properly notified as Required	—	—	—
D. In the case of a prosecution, the investigative activity is done with enough quality to hold up in court	—	—	—
E. Motor vehicle enforcement	—	—	—
F. Summary Appraisal <sup>1</sup>	—	—	—

Comments: \_\_\_\_\_

2. APPREHENSION AND ARREST OF CRIMINAL SUSPECTS	E	M	D
Refers essentially to the quality of apprehensions and Arrests.			
A. All necessary information is included in the arrest report and case files	—	—	—
B. No unnecessary force is used	—	—	—
C. Correct procedures are used in making an arrest, including the protection of the rights of the suspect	—	—	—

<sup>1</sup> Please note: The Summary Appraisal is not necessarily averaging of the appraisals of the sub-items. It is an overall assessment for that criterion.

D.	Arrests are not made where such an action would create a larger problem (e.g. where a crowd is too large to control and force is limited)	___	___	___
E.	Summary Appraisal	___	___	___

Comments: \_\_\_\_\_

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**3. RELATIONS WITH CITIZENS AND COMMUNITY                      E                      M                      D**

Refers to ongoing relationships with citizens in person and over the phone.

A.	is well attuned to the diverse nature of the community and the issues that engender community conflicts	___	___	___
B.	Defuses hostility (wherever possible) and does not get pulled into unnecessary agreements	___	___	___
C.	Demonstrates courtesy and responsiveness in contacts with citizens	___	___	___
D.	Anger and verbal abuse from citizens do not adversely affect performance	___	___	___
E.	Summary Appraisal	___	___	___

Comments: \_\_\_\_\_

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**4. PERFORMANCE UNDER STRESSFUL CONDITIONS                      E                      M                      D**

A.	No serious deviations from expected performance are demonstrated under unusual circumstances	___	___	___
B.	Demonstrates ability to take command of emergency situations	___	___	___
C.	Composure is maintained under stress	___	___	___
D.	No major errors identified by supervisor in post operation review	___	___	___

E. Summary Appraisal

\_\_\_ \_\_\_ \_\_\_

Comments: \_\_\_\_\_

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**5. JOB KNOWLEDGE**

**E M D**

Refers to both the acquiring of critical job knowledge and its appropriate application in a variety of law enforcement situations

A. Knows departmental policies and procedures

\_\_\_ \_\_\_ \_\_\_

B. Knows and remains up-to-date on the essentials of relevant constitutional laws and interpretations, state laws, and municipal bylaws

\_\_\_ \_\_\_ \_\_\_

C. Knows about other community services that relate to law enforcement

\_\_\_ \_\_\_ \_\_\_

D. Understands the operation and maintenance of all police equipment and vehicles

\_\_\_ \_\_\_ \_\_\_

E. Knows the department's goals and priorities

\_\_\_ \_\_\_ \_\_\_

F. Summary Appraisal

\_\_\_ \_\_\_ \_\_\_

Comments: \_\_\_\_\_

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**6. DEPENDABILITY**

**E M D**

Refers to officer's conformance with policies and procedures and his or her pattern of attendance.

A. Policies, rules and regulations are followed as prescribed

\_\_\_ \_\_\_ \_\_\_

B. Appearance meets departmental specifications

\_\_\_ \_\_\_ \_\_\_

C. No unnecessary delays in starting work at specified times.

\_\_\_ \_\_\_ \_\_\_

D. No misuse of meal period, coffee breaks,



	quitting time, or other special absences	___	___	___
E.	Supervisor is given proper notice in advance of absences	___	___	___
F.	Summary Appraisal	___	___	___

Comments: \_\_\_\_\_

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**7. PERFORMANCE IN COURT** **E M D**

Refers to the way the officer conducts himself/herself in the courtroom

A.	Is consistently punctual	___	___	___
B.	Is well prepared (ready to answer any reasonable questions)	___	___	___
C.	Is truthful, giving the straight facts and not embellishing them	___	___	___
D.	Answers questions discreetly	___	___	___
E.	Completes all paperwork as required	___	___	___
F.	Summary Appraisal	___	___	___

Comments: \_\_\_\_\_

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**8. SUPERVISION (FOR SERGEANTS ONLY)**

**E M D**

Refers to how the person performs as a supervisor.  
The person would be rated high if the employee:

A.	Develops employees to their fullest potential through orientation, training and on-the-job coaching	—	—	—
B.	Fully delegates responsibility and authority to employees who are able to accept it	—	—	—
C.	Gives clear and understandable instructions and job assignments; employees are rarely confused	—	—	—
D.	Does a thoughtful and complete appraisal of each employee's performance, focusing on specific job-related behavior	—	—	—
E.	Achieves the desired results (e.g. the quality and quantity of work expected from one's unit)	—	—	—
F.	Summary appraisal	—	—	—

Comments: \_\_\_\_\_

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## PROFESSIONAL DEVELOPMENT

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Specific skills and knowledge to be developed during the year:

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Training and development plan for the employee:

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**APPROVALS/SIGNATURES**

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Supervisor – (For appraisals of police officers. This would be a composite of the Sergeant's individual appraisals. It would be signed by the shift Sergeant.)

Mid-Year Review: \_\_\_\_\_ Date: \_\_\_\_\_

Annual Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comments on the overall appraisal:

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Employee – Please note – The employee's signature indicates that the employee has seen the appraisal and discussed it with the supervisor, but does not necessarily mean the employee agrees with the appraisal.

Mid-Year Review: \_\_\_\_\_ Date: \_\_\_\_\_

Annual Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comments on the overall appraisal:

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## CALCULATING TOTAL POINTS

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Please check the rating that corresponds to the overall score calculated above.

<u>Rating</u>	<u>Points for Employees</u>	<u>Points for Supervisors</u>
Exceeds _____	19-21	22-24
Meets _____	9-18	10-22
Does not meet _____	0-8	0-10

Please refer back to your appraisal of this employee on the performance criteria and place the number corresponding to each rating on the appropriate line below. For example, if you checked "Meets" on the criterion "Job Knowledge" you would write a "2" on the line in the second column. Then add the numbers in the vertical columns to produce three subtotals and add the subtotals to produce the total score.

*Note: If "supervision" is applicable you would add your rating for that criterion to the point total for the other criteria.*

	Exceeds (3)	Meets (2)	Does Not Meet (1)
1. Crime/Accident Investigations	___	___	___
2. Apprehension & Arrests	___	___	___
3. Relations with Citizens	___	___	___
4. Performance Under Stressful Conditions	___	___	___
5. Job Knowledge	___	___	___
6. Dependability	___	___	___
7. Performance in Court	___	___	___
8. Supervision	___	___	___
SUBTOTALS:	___	___	___

OVERALL SCORE (Sum of Sub-Totals): \_\_\_\_\_ (Maximum = 21 points)

OVERALL SCORE (Sum of Sub-Totals for criteria above plus Sub-Totals for supervision) = \_\_\_\_\_ (Maximum = 24 points)

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**SECOND LEVEL REVIEWER**

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Mid-Year Review: \_\_\_\_\_

Date: \_\_\_\_\_

Annual Review: \_\_\_\_\_

Date: \_\_\_\_\_

Comments on the overall appraisal:

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