

CONTRACT BETWEEN THE
TOWN OF FALMOUTH
and the
FALMOUTH POLICE PATROLMEN'S FEDERATION

July 1, 2017 - June 30, 2020

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PREAMBLE

Pursuant to the provisions of the Massachusetts General Laws, Chapter 150E, this Agreement is entered into by and between the Town of Falmouth, hereinafter referred to as "Employer" and the Falmouth Police Patrolmen's Federation, hereinafter called the "Federation". and said Agreement has as its purpose the promotion of harmonious relations between the Employer and the Federation, the establishment of an equitable and peaceful procedure for the resolution of differences and the improvement in the conditions of employment of the members of the Falmouth Police Patrolmen's Federation.

ARTICLE 1: RECOGNITION

The Employer recognizes the Federation as the exclusive representative for the purpose of bargaining with respect to wages, hours of work and other conditions of employment for all full-time permanent and provisional police officers of the Falmouth Police Department, but excluding the ranks of Sergeant, Captain and Chief of the Falmouth Police Department, seasonal officers, house inspection officers, parking meter officers and civilian personnel.

ARTICLE 2: FEDERATION SECURITY AND NON-DISCRIMINATION

Section 1. The Employer and the Federation agree that no employee shall be discriminated against on account of Federation activities or on account of membership or non-membership in the Federation.

Section 2. The employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology, to establish and modify the organization structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.

Section 3-A. The Employer and the Federation agree that no employee shall be discriminated against because of race, creed, color, sex or national origin.

Section 3-B. The members of the bargaining unit shall be responsible for signing for, reviewing and familiarizing themselves with written materials distributed by the Town which relate to their positions with the Town, including but not limited to the Town's Policy Against Sexual Harassment.

Section 4. Bulletin Board.

- A. The Employer agrees to make available space in the police station for a bulletin board for the exclusive use of the Federation.
- B. The bulletin board shall be of a size mutually agreed upon by the Chief and the President of the Union.
- C. The Federation's bulletin board shall be under direct control of the Federation and shall be for Federation use only.

D. The information posted on the Federation bulletin board shall be limited to notices and other matters relating to Federation activities and educational materials. All notices posted by the Federation shall bear the signature of the President of the Federation, or in his/her absence, the Vice President.

Section 5. Prevailing Rights. All lawful rights, privileges and working conditions enjoyed by the employees of the Falmouth Police Department at the present time, which are not included in this Agreement, shall remain in full force during the term of this Agreement unless changed by mutual consent. Any change shall not add or detract from this Agreement.

Section 6. The Employer and The Federation agree that nothing in this Agreement shall abridge, deprive or limit any employee of any rights, or courses of action which they, collectively or individually may be entitled to under the laws of the Commonwealth of Massachusetts, the laws of the United States of America, or the bylaws of the Town of Falmouth. Any and all rights and remedies that may exist at law, in equity, or otherwise, are hereby retained and reserved by the Federation on its own behalf as the exclusive bargaining representative and on behalf of its individual members.

ARTICLE 3: SEVERABILITY

If any article, section, or paragraph or parts of this Agreement, or any amendments thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or if in compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as amendments thereto, or the application of such article, section, or paragraph or parts thereof, to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained shall not be affected thereby.

ARTICLE 4: PAYROLL DEDUCTIONS OF UNION DUES AND AGENCY SERVICE FEE

Section 1. Federation Dues. Pursuant to the provisions of the Massachusetts General laws, Chapter 180, Section 17A, Federation dues shall be deducted by the employer weekly from the salary of each employee who executes and submits to the Employer a Form of Authorization for payroll deduction of Federation dues as well as fees and/or other assessments. Remittance of the total amount of dues collected by the Employer shall be made to the Federation Treasurer within twenty (20) working days after the month in which the dues are deducted by the Employer.

Section 2. Such authorization may be withdrawn by an employee by giving at least forty-five (45) days notice, in writing, to both the Employer and to the Federation Treasurer.

Section 3. The amount of such weekly Federation dues and fees and/or assessments to be deducted by the Employer shall be certified by the Treasurer of the Federation to the Treasurer of the Town of Falmouth. If the amount once certified is changed the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until twenty-one (21) days written notice of such change has been received by the Town Treasurer from the Treasurer of the Federation.

Section 4. Pursuant to the provisions of the Massachusetts General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later each member of the bargaining unit shall pay to the Federation any Agency Service Fee which shall be proportionally commensurate with the cost of collective bargaining contract administration. The Agency Service Fee shall be deducted each pay period and shall be equal in amount to the sum set from time to time by the Federation as their regular dues.

Section 5. In the event that the Federation chooses to enforce its rights under these provisions against any employee of the Town, the Federation agrees to indemnify, defend and hold the Town harmless of and from any liability or claim arising from such enforcement.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 1.

- A. As used in this article, the word "grievance" shall mean a dispute alleging a violation of a specific provision of this Agreement and shall be processed as described in this Article.
- B. The word "days" shall mean calendar days unless otherwise indicated.
- C. The Steps of the Grievance Procedure:

INFORMAL STEP. The grievance shall be discussed orally with the Captain of Operations and the Federation Grievance Committee and the employees within fourteen (14) days from the incident that gave rise to the grievance. In this discussion, an earnest effort shall be made to adjust the grievance in an informal manner. This informal discussion shall not extend the timeline for the initiation of a formal grievance at Step 1.

STEP 1. Within twenty (20) days of the date that the grievant or the Federation knew or should have known of the incident that gave rise to the grievance, the grievance shall be presented in writing to the Chief of Police. Within seven (7) days of receipt of the grievance, the Chief shall give his answer in writing to the aggrieved party or parties and to the Federation Grievance Committee. Every effort will be made to resolve the grievance at this step.

STEP 2. Within seven (7) days from receipt of the Chief's written answer, or from the date the Chief's answer was due, the Federation may present the grievance in writing to the Town Manager. The Town Manager may meet with the Federation and the grievant(s) within fourteen (14) days. The Town Manager shall render a decision in writing to the Federation within seven (7) days after the meeting, or if no meeting is held, within twenty-one (21) days after receiving the grievance.

STEP 3. If the grievance cannot be settled at Step 2, then the Federation may seek arbitration within fifteen (15) days of the decision of the Town Manager or his designee, or from the date such answer was due, by filing a petition with the American Arbitration Association, and following the rules and procedures of that agency. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.

Section 2. Arbitration.

- A. The arbitrator shall have the authority to settle only grievances defined herein and the decision of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be shared equally by both parties.
- B. The arbitrator's decision shall be supported by substantial evidence on the record as a whole. The decision shall be in writing with a full statement of findings and reasons.
- C. Any expenses incidental to arbitration shall be borne equally by both parties.
- D. The arbitrator shall have no power to later amend, modify, add to, or subtract from this Agreement. The arbitrator may arbitrate only the question presented by the grievance, and shall have no power to hold hearings or render awards regarding other matters, including matters that are not arbitrable.
- E. Either party has the right to cause a stenographic transcript to be made of the arbitration proceedings at said party's own expense.
- F. Nothing outlined in the preceding paragraphs shall deprive the Town of Falmouth of the right to utilize the grievance procedure on its own behalf, including the final step of arbitration.

Section 3.

- A. During all of the steps of the grievance procedure, the aggrieved party or parties, if he/she or they desire, may be accompanied by counsel, and members of the Federation Grievance Committee.
- B. The time limits specified in the preceding paragraphs of this article may be extended in writing by mutual consent of the parties. If the Town fails to respond within a specified time limit, the Union shall be entitled to bring the grievance to the next level. If the Union fails to file a grievance or an appeal within the specified time limit, the grievance shall be waived.

ARTICLE 6: CIVIL SERVICE

Section 1. The employer and the Federation shall recognize and adhere to all provisions of Massachusetts General Laws, Chapter 31, concerning civil service and particularly to the provisions relating to promotions, seniority, transfers, discharges, removal and suspensions.

Section 2. Any employee subjected to disciplinary action by the Employer shall have the right to select counsel of his/her own choosing, before any board commission or agency to protect defend or enforce his/her rights.

ARTICLE 6A: JUST CAUSE

A just cause standard shall be applicable to discipline of employees only in cases of suspension without pay or discharge from employment.

ARTICLE 7: MILITARY LEAVE

Section 1. Annual Tour of Duty. Every member of the Falmouth Police Department covered by this Agreement shall be entitled, during the time of his/her service as a member of a reserve component of the armed forces of the United States, or as a member of the armed forces of the Commonwealth of Massachusetts, as defined under the provisions of Chapter 33 of the General Laws of Massachusetts, during his/her annual tour of duty, not exceeding seventeen (17) days, to receive pay therefore, without loss of his/her ordinary remuneration as an employee of the town of Falmouth; and he/she shall be entitled to a vacation with pay under the vacation provisions of this Agreement.

Section 2. Monthly Drills. An employee who is a member of a military force as described in the preceding section shall be allowed time without pay to attend monthly military drills.

Section 3. Leaves of Absence for Military Service.

- A. The Employer through its appointing authority shall grant an employee covered by this Agreement a leave of absence for military service without pay in the event that such employee is inducted into any branch of the armed forces of the United States through the selective service system, or in the event of a national emergency proclaimed by the President, such employee voluntarily enlists in any branch of the armed forces of the United States, and such leave of absence shall remain in effect in accordance with the provisions of the laws of the United States and the laws of the Commonwealth of Massachusetts.
- B. At any time within the period allowed by law following his/her discharge, such employee may return to his/her former position, in rank, with the Falmouth Police Department within two (2) weeks of his/her written request to the appointing authority for reinstatement.
- C. Should said employee fail to request reinstatement within the period allowed by law following his/her discharge from the military service such leave of absence shall expire, and such employee shall be deemed to have resigned his/her position from the Falmouth Police Department.
- D. The Employer through its appointing authority shall grant an employee who is a member of a reserve component of the armed forces of the United States or a member of the armed forces of the Commonwealth of Massachusetts as defined under the provisions of Chapter 33 of the Massachusetts General Laws a leave of absence without pay for the purpose of attending authorized basic or advanced military training.
- E. The seniority of an employee based on continuity of service with the Police Department shall be deemed not to have been interrupted by the leave of absence for military service.

ARTICLE 8: SENIORITY AND SENIORITY LIST

Section 1. Seniority of an employee shall mean his/her ranking based on length of service in the Falmouth Police Department, computed as follows: (1) length of service from date of appointment from a list as a permanent full-time police officer in Falmouth; (2) if said date of appointment is equal, seniority shall then be determined by the officer's position on the Civil Service appointment list; (3) if the position on the list for two or more officers is "tied", then to establish seniority, each officer shall provide his/her exam score; and (4) if exam scores are tied, the officer whose last name appears first in the alphabet shall be the most senior.

The rules for computing seniority in the above paragraph shall not affect seniority as it has been calculated differently for employees under prior agreements, which shall be in accordance with the seniority list dated April, 1998 and attached hereto as an Appendix. Rather, it shall apply only to employees first assigned to shifts, with police powers, on and after January 1, 1998.

This definition of seniority is not intended to enlarge or diminish any Civil Service seniority rights relating to personnel actions under c. 31 in which Civil Service seniority is mandated as a factor.

Section 2. Seniority in Rank. Seniority of an employee in rank shall mean his/her ranking based on his/her length of service from the date of his/her promotion.

Section 3. Seniority List. The Chief of the Police Department shall compile a seniority list and shall post a copy of said list in the police station on or before March 1 of each year.

Section 4. Shift Bid by Seniority. Officers shall bid shifts by seniority twice annually. Officers must notify the Chief or designee no later than the last day of February for shifts beginning May 1, and no later than the last day of August, for shifts beginning November 1. New and transfer officers are not eligible to bid shifts until they have been employed by the Falmouth Police Department for five (5) years.

ARTICLE 9: HOURS OF WORK AND OVERTIME

Section 1. Work Week.

Every employee covered by this Agreement shall work as follows: Uniformed patrol officers who are assigned to a patrol function shall be scheduled to work five (5) consecutive tours of duty, followed by three (3) consecutive days off. Other members of the Falmouth Police Department covered by this Agreement may be scheduled to work five (5) consecutive tours of duty followed by three (3) consecutive days off at the discretion of the Chief of Police or other senior officer designated to act in his behalf. However, the Chief of Police, at his discretion, may assign such other members of the department to work a substantially equivalent number of hours per week (on average) on a different schedule.

Effective January 1, 2015, Section 1 shall read:

Section 1. Work Week.

Every employee covered by this Agreement shall work as follows: Uniformed patrol officers who are assigned to a patrol function shall be scheduled to work four (4) consecutive tours of duty, followed by two (2) consecutive days off. Other members of the Falmouth Police Department covered by this Agreement may be scheduled to work four (4) consecutive tours of duty followed

by two (2) consecutive days off at the discretion of the Chief of Police or other senior officer designated to act in his behalf. However, the Chief of Police, at his discretion, may assign such other members of the department to work a substantially equivalent number of hours per week (on average) on a different schedule.

Section 2. Hours of Duty.

A. The hours of duty of the day shift shall be from 0700 to 1500 (overlap 0800 to 0400); the hours of duty of the evening shift shall be from 1500 to 2300 (overlap 1600 to 2400); and, the hours of duty of the midnight shift shall be from 2300 to 0700 (overlap 2400 to 0800). The Chief may implement impact shifts with notice to the Federation, to be filled through the shift bid process.

B. Except in an emergency, employees shall not be scheduled or allowed to work (regular shifts and/or overtime and/or details) more than eighteen (18) consecutive hours. No employee shall be required to work an extra shift, which would result in exceeding the 18-hour limit, unless every reasonable effort has been made to fill the vacancy for that shift.

Section 3. Overtime.

A. For the purpose of this Agreement, overtime shall mean all assigned, authorized, or approved work in excess of an employee's regularly scheduled tour of duty or work shift, excluding paid police detail, but including work on his scheduled day off.

Notwithstanding any other provision of law or this Agreement, the Town shall have the right to determine the level of services it provides to the public; to schedule or assign work as part of the normal work day or to have such work performed on an overtime basis; and to determine the number and classification of employees needed to perform such work whether as part of the normal hours or on an overtime basis.

B. Overtime shall be computed on the basis of one and one-half (1-1/2) times the employee's hourly rate of pay.

C. In the event that any employee except a specialist, is recalled to duty outside of his regular tour of duty, while at home, or at such time that he/she is assigned, wherever he/she may be, he/she shall be paid overtime commencing at the time said employee is recalled to the end of such assignment, but in no event shall he/she be paid less than the equivalent of four (4) hours of overtime pay.

Specialists who are recalled shall not be paid less than the equivalent of two (2) hours of overtime pay.

D. In the event an employee is called to work earlier than his/her regular starting time of his/her scheduled tour of duty and works continuously from the time that he/she reports to and through his/her regular scheduled tour of duty, he/she shall receive overtime pay only for the actual time worked prior to the starting time of his/her scheduled tour of duty. In such an event the four (4) hour guarantee does not apply. In the event such an employee is recalled to work while in a commuting capacity following his/her completion of a tour of

duty, he/she shall be compensated at the overtime rate of pay from the time he/she is notified of the recall to the time he/she is released from duty by competent authority, but he/she shall not be paid less than the equivalent of four (4) hours of overtime.

- E. In the event an employee works beyond the end of his/her regular tour of duty due to the exigencies of his/her work day (such as an accident investigation, criminal investigation, etc.) he/she shall be paid at the overtime rate for the time worked. His/her immediate supervisor shall arrange to relieve him/her as expeditiously as possible so that his/her overtime service will not be extended longer than necessary.
- F. In the event of emergencies or other unusual demands for the services of employees or when deemed necessary by the Chief of Police, every employee may be required to perform overtime service. The Town shall provide reasonable notice of overtime in accordance with this agreement.
- G. The schedules of work shifts or tours of duty and days off pertaining to individual employees or groups of employees shall not be changed or altered to avoid overtime.
- H. Overtime shall be assigned impartially and on an equal basis to all employees available for the overtime opportunity. Should an employee be incapacitated or for other reason be unable to respond to overtime opportunity, his/her name shall be passed over until a complete cycle of the list is completed. Any employee who does not wish to be called for overtime opportunity shall notify the Chief of Police in writing and his/her name will be removed from the overtime list.
- I. Overtime shall be dispensed to the employees by means of an overtime list compiled in accordance with the seniority list as provided under Article VIII of this Agreement. For the purpose of this section, the overtime list shall be compiled and shall be the record of the overtime as it pertains to the employees of the department. This record shall be maintained by the officer in command of the shift requiring the overtime. Should a member refuse overtime, his/her name will be passed over until a complete cycle of the list is completed. A copy of said overtime list, showing such overtime distribution, shall be maintained by the Employer and posted within the Police Station. Every employee shall have the right to examine the overtime list at any time. In the event that an overtime opportunity occurs within four (4) hours of the said overtime opportunity, the overtime opportunity list may be disregarded and the overtime work may be assigned to any other employee or employees. For purposes of distributing overtime, the department may utilize a paging system which shall be governed by the Homeland Security Emergency Response System regulations (attached as Appendix A), and compliance with those regulations shall be sufficient to satisfy the department's obligations with respect to distribution of overtime. Any amendments to Appendix A shall be with the agreement of both parties subject to single issue and mid-term bargaining to commence within a reasonable time after written notification from one party to the other.
- J. All overtime shall be paid within two (2) pay periods from the date that the overtime pay slip is submitted by the employee.

- K. Off duty attendance at training, department meetings, committee meetings or community meetings shall be compensated at the overtime rate for time worked in one-half hour increments.

Section 4. Certain Duty Not Overtime. Overtime service shall NOT include the following:

- A. An out of turn tour of duty or work shift which is substituted for a regular work shift or tour of duty at the request of an employee.
- B. Swapped tours of duty for work shifts between individual employees within the same rank which have prior approval.
- C. A change in the schedule of an employee who was shifted from one shift to another shift for a period of less than fourteen (14) calendar days, if for the following purposes:
 - a. In-service training of courses
 - b. Attendance at promotional examinations
 - c. Out-of-state assignments
 - d. Voluntary duty during the summer season
 - e. An employee who is assigned to protect another employee under the provisions of Article 36, Line of Duty Threats.

Section 5. Court Time. Any employee on duty at night, or on vacation, furlough, day off, or on off-duty time who attends court, whether state or federal or any other proceeding or conference attendance thereto as a witness or in any other capacity in performance of his/her duties for the Falmouth Police Department, the Commonwealth of Massachusetts or any of its members, whether the matter be civil or criminal, shall be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance but in no event less than four (4) hours. For the purpose of this section, travel time shall be computed at the rate of one-half (1/2) hour for each twenty-five (25) miles travel to and from such attendance.

ARTICLE 10: ANNUAL LEAVE AND SICK LEAVE

Section 1. Annual Leave.

- A. On the basis of the regular work schedule that is described in Section 2.A of Article IX of this Agreement, every employee covered by this Agreement shall receive annual leave with pay as follows:
 - 1. Ten (10) working days after one (1) year of employment
 - 2. Fifteen (15) working days after five (5) years of employment
 - 3. Twenty (20) working days after ten (10) years of employment

4. Twenty five (25) working days after twenty five (25) years of employment
 5. After 21 years of employment employees will receive an additional day of vacation for each completed year of employment until reaching 25 days after 25 years. (E.g., 21 days after 21 years, 22 days after 22 years, 23 days after 23 years, and so on).
 6. Effective, January 1, 2015, employees appointed as Falmouth Police Officers prior to July 1, 2005, will receive annual vacation leave accrual, in lieu of the amounts stated in the preceding paragraph, as follows: after 15 years, 21 days; after 18 years, 22 days; after 21 years, 23 days; after 24 years, 24 days; after 25 years, 25 days.
- B. Annual leave is to be computed from the day of employment.
- C. Annual leave shall be taken during the eligible year, except that employees may carry over up to five days of unused annual leave to be used no later than June 30 of the following year.
- D. Annual leave shall be granted at such times as will best meet public requirements.
- E. Up to March 31 of each year, choice of fixed days of annual leave, as specified in paragraph H of this Section, shall be in accordance with the seniority list established by the Chief of the Police Department as provided for in Article VIII.
- F. Any employee eligible for annual leave may take annual leave time in single full-day units not to exceed ten (10) such single full-day units.
- G. An employee may receive his annual leave during the summer months, subject to the approval of the Chief of Police. The Chief of Police shall not unreasonably withhold such approval.
- H. Annual leave shall be selected in accordance with the following plan:
1. Employees eligible for ten (10) days leave will fix five (5) days and float five (5) days.
 2. Employees eligible for fifteen (15) days leave will fix ten (10) days and float five (5) days.
 3. Employees eligible for twenty (20) days leave will fix ten (10) days and float ten (10) days.
 4. Each employee shall establish his/her fixed days of annual leave by March 31 of each year in accordance with paragraph E of this Section.
 5. Each employee may request his/her floating days of annual leave at any time during the year. Floating days of annual leave will be granted (to the extent consistent with other provisions of the agreement and departmental policy) in the order in which they are requested (i.e., “first come, first served”). If the requests are simultaneous (received by the administration during the same business day), then seniority, as

provided for in Article VIII, shall determine the granting of floating days of annual leave. No employee, regardless of seniority, shall be granted floating days of annual leave which conflict with annual leave already scheduled.

6. Each employee may change his/her fixed days of annual leave after March 31, provided that such change does not conflict with annual leave already selected by other employees.
 7. No employee would be allowed to take more than two consecutive weeks during any one month period unless approved by the Chief of the Police Department.
 8. Employees may continue to carry over up to five days of annual leave under the provisions of Paragraph C of this Section.
- I. In the event of the termination of employment of an employee who is eligible for annual leave, by retirement or through no fault of the employee, the employee shall be paid or allowed to receive time off with pay for annual leave due said employee. Said annual leave shall be prorated according to each full-month that the employee has worked since the employee's preceding annual leave. In the event of the death of an employee, all accrued annual leave pay shall be paid to the employee's estate.
- J. For the purposes of this Agreement, annual leave shall mean vacation leave.
- K. In the event that an employee is injured on the job and is granted leave with pay in accordance with Massachusetts General Laws, Chapter 41, Section 111 F, the employee shall be compensated for annual leave earned if the employee on leave of absence with pay has actually worked any part of previous calendar year. For example, if an employee is injured on the job in calendar year 1984, he/she would receive compensation for any earned annual leave time that he/she was unable to take in calendar year 1984. He/she would also receive full compensation for annual leave in calendar year 1985 because he/she had actually worked a part of calendar year 1984. If he/she did not return to work in calendar year 1985 and remained on leave of absence with pay in calendar year 1986, he/she would not receive compensation for annual leave in calendar 1986.
- L. Scheduling of Time Off.
- (a) For personnel and budget reasons, the number of police officers taking vacation on the same shift shall be limited to two (2) officers, and the number taking personal leave on the same shift shall be limited to two (2) officers. Requests for floating days of annual leave and for personal days shall be made a minimum of 72 hours in advance of the shift, and such requests for leave at the same time shall be determined on a seniority basis as provided in Article 8. The parties acknowledge that emergency situations may necessitate the taking of annual leave or a personal day with less than 72 hours' notice. In such cases, if the specific reason for the requested leave is articulated, the request shall not be unreasonably denied by the Chief or his designee, even if it would result in the above stated limits being exceeded.
 - (b) Effective 60 days after the full operation of the new Central Communications Agency, the parties agree to modify the above rules concerning the use of vacation and personal leave, under certain conditions as set forth below, to permit a total of four (4) officers to be absent

per shift, irrespective of whether the absences are all vacation leave or whether up to two (2) of them are personal leave, provided that the total shall not exceed four (4), and provided further: that the modification of the two and two absence rule shall not apply to Christmas Eve, Christmas, Thanksgiving, New Year' Eve, New Year's Day and the period of July 1 through Labor Day; and that the vacation and personal leave use rules in this Section of the agreement are without prejudice to the restrictions on absences pursuant to the Holiday Staffing provisions in Section 9.

- M. Notwithstanding any other provision of this agreement, vacations shall be earned and accrued on a monthly basis and are to be used in the following year. For current employees, vacation earned in one calendar year will continue to be credited in the following calendar year (Jan 1). For new hires (those who start work after October 1, 2014), monthly vacation accruals earned in one year will be credited the following anniversary date.

Section 2. Sick Leave

- A. Effective August 6, 2018, Employees shall accrue sick leave monthly at the rate of 14 days per year, except that employees hired by the Department after January 1, 2018 shall accrue sick leave monthly at the rate of 12 days per year, for sickness or injury not incurred in the course of employment.
- B. Sick leave shall be computed from the starting date of the employee's regular full-time employment.
- C. Sick leave shall be credited on the first day of the month for the month next preceding.
- D. An employee who is out of work without pay during an entire month, or who is suspended without pay for any period of time, will not accrue sick leave until returning to duty.
- E. Sick leave may be accumulated indefinitely.
- F. Any employee covered by this Agreement may use and be paid for sick leave for dental care, medical emergencies or illnesses. The employee may use sick leave to care for the serious illness of a permanent family member residing in the employee's household not to exceed five (5) family related sick days per year except with the approval of the Chief of Police.
- G. The Chief, in his discretion may require a doctor's certificate from an employee who has taken three (3) or more consecutive days of sick leave, or wherever the employee exhibits a pattern of abuse. The Chief or his designee shall notify employees in writing when he detects a pattern of abuse. Upon the request of the Chief, medical documentation shall state the disabling condition or diagnosis, the specific restrictions, a prognosis and date of expected return to work.
- H. In the event an employee is to be absent because of sickness or accident, he/she or any person acting in his/her behalf shall report his/her absence and the reasons therefore to the officer in charge at the police station at least one (1) hour prior to his/her scheduled starting time. In the event an employee is incapacitated because of sickness or accident and because

of such incapacitation, he/she is unable to report his/her absence. then the provisions of this paragraph shall be waived.

- I. Injury-on-the-job leave shall not be deducted from sick leave or annual leave and the employee shall be paid for such leave in accordance with the provisions of Chapter 41, Section 111 F of the Massachusetts General Laws.
- J. Sick leave shall not be taken by an employee as a subterfuge for time off, nor shall it apply in the case of any sickness or accident caused by the employee's voluntary overindulgence in alcohol or narcotics, or by the employee's misconduct.
- K. An Employee who is out sick (including family illness) must remain at home for the duration of the shift from which the employee is absent, unless the employee notifies the Chief or his designee of his/her whereabouts. An employee who is out sick may not work a paid detail that begins in the same calendar day as any part of the shift from which the employee is absent.
- L. An employee who has accrued and maintains at least 65 days of sick leave may elect annually to receive payment for up to 5 sick days that he/she has accrued in excess of the 65 days.

Employees may also elect buyback sick leave annually based upon the sick leave used in the previous calendar year, on the following schedule:

Days Used	Maximum Days Buyback
0	5
1	4
2	3
3	2
4	1

The elections and notifications pursuant to these programs of the number of days to be paid must be made in writing to the Police Chief or designee between December 1 and December 15 each year, for payment in the first full pay period after January 1. Days will be paid at the current base rate of pay at the time of the election and will be deducted from accrued sick leave.

Section 3. Lump Sum Payment for Sick Leave.

- A. In the event that an employee covered by this Agreement with ten (10) years or more service retires, voluntarily terminates his/her employment with the Police Department or dies while employed by the Police Department, within thirty (30) days, said employee or his/her estate, shall be paid by the employer a lump sum cash payment equivalent to:
 - (1) one quarter (1/4) the number of days of unused accumulated sick leave credited to him/her over one hundred fifty (150) accrued days on the date of his/her retirement, voluntary termination of employment or death (the per diem rate for this purpose shall be \$200); or,

(2) fifty percent (50%) of all accumulated sick leave, but in no event shall such payment exceed the sum of two thousand five hundred (\$2,500) dollars (such payment shall be computed at the employee's rate of pay at the time of his/her death or retirement);
whichever is greater.

Section 4. Bereavement Leave.

- A. Employees covered by this Agreement shall be given three (3) days leave with regular pay for the purpose of attending a funeral in the event of death in the immediate family. Immediate family shall be construed to mean spouse, child, parent guardian, brother, sister or any permanent member of the employee's household.
- B. Employees covered by this Agreement shall be given two (2) days leave with pay for the purpose of attending a funeral in the event of the death of a mother-in-law, father-in-law, step-mother, step-father, grandparent or grandchild.

Section 5. Insurance Covering Employee for Fatal Injury. The employer agrees to maintain the present insurance policy covering each employee in the amount of ten thousand (\$10,000.) dollars in the event an employee is fatally injured in the line of duty.

Section 6. Personal Days. Three (3) personal days per year may be taken none of which shall be charged to sick leave or vacation leave.

Section 7. Sick Leave Bank. Effective July 7, 1984, and annually thereafter, for each such twelve (12) month period, a unit-wide non-duty related, sick leave bank shall be established and administered on behalf of all permanent members of the Police Department voluntarily participating therein.

The sick leave bank shall be administered by a Committee consisting of two members of the Federation and one representative selected by the Town.

The Committee shall vote on all disputes relating to eligibility to participate in the bank. The vote of this Committee shall be final and binding.

To be deemed eligible to participate in the bank, a permanent member of the Police Department must make known to the Committee in writing, within thirty (30) days of his/her permanent appointment to the Department, whichever occurs later, his/her intention to participate in the bank.

Each participating member shall donate, upon entrance into the bank, one shift per year of his/her unused accumulated sick leave; provided that, if the number of accumulated sick leave days in the bank should at any time fall below 200 shifts, each member may be assessed one additional shift.

Employees who exhaust their own annual allowance shall then draw on their own accumulated sick leave under Section 2 of this Article before drawing on this bank. Medical certification shall be presented to the Committee upon individual application to draw upon the bank, and the Committee shall vote on each such application. Applications will be limited to a maximum of 20 sick leave shifts, but applications for 20 shifts (or less) extensions may be submitted where more

leave is necessary. The committee shall consider prior utilization of short-term sick leave as a criterion for granting benefits from the Sick Bank.

Section 8. Accrual of Benefits While on Long-term Leave. Notwithstanding any other provision of this agreement, an employee on "long-term" leave for illness or injury or on a leave of absence, defined as in excess of 90 consecutive calendar days, shall cease accruing vacation and sick leave until his/her return to active service for a period in excess of five working days. This cessation on accrual shall not in any way affect the employee's rights with respect to leave accumulated prior to the illness, injury or other leave of absence.

Section 9. Holiday Staffing. Officers scheduled to work during certain high activity periods (defined below), must work those days, and may not use vacation (other than fixed week vacation approved in accordance with this agreement), personal or compensatory time off.

The high activity periods are: July 4th; the annual fireworks display; Falmouth Road Race; and the Christmas Parade. The Chief has the discretion to change any one of these days and substitute a different day by giving notice to the Union prior to January 1.

The restriction will affect all duty shifts falling within the periods described above, except that the Chief, in his discretion, may release all or part of a high activity period for normal leave usage if the level of staffing or other conditions permit. This section shall not detract from other rights that the Town may have under the agreement with regard to staffing. The midnight shift during the early morning hours (12 a.m. – 8 a.m) on July 4 shall not be considered high activity period. The high activity for the midnight shift will be July 4th at 8 p.m. to July 5th at 8 a.m.

ARTICLE 11: LEAVE OF ABSENCE

Leaves of absence may be granted for valid reasons by the Chief of Police, but shall be without pay. In no event shall a leave of absence be granted for the purpose of seeking or trying out for another job, except as provided by law.

ARTICLE 12: DISABILITY LEAVE

- a) The parties acknowledge the Town's right to have a police officer, whose fitness for duty is in question, examined and cleared by an appropriate specialist as a condition of such return to duty. Employees seeking approval or reimbursement of medical, surgical or related expenses under Mass. G.L. c. 41, s.100 may also be required to undergo such exams. Officers shall cooperate in such exams, including but not limited to releasing to the Town and its agents all records which are pertinent to the claimed or apparent disability. The Town shall bear the expense of all fees and costs charged by the person or entity conducting the exam.
- b) Notwithstanding the settlement of the 1998-2001 agreement, the parties agree to have continuing discussions concerning the Town's role in intervening, monitoring, and directing the rehabilitation of employees who are unable to report for work due to incapacity. Included in the scope of such discussions will be the relationship between the parties' practice in administering the injured leave provisions of G.L. c. 41, s111 F and the so-called "early intervention" statute (St. 1996, c.306) as it may be amended.

ARTICLE 13: INDEMNIFICATION

Section 1. Negligent Acts of Employees. The employer agrees that it shall be liable for injury or loss of property, or personal injury, or death, caused by the negligent or wrongful act or omission of any employee covered by this Agreement, while said employee is acting within the scope of his/her office or employment. The employer's indemnification of any employee covered by this Agreement shall be in accordance with the provisions of M.G.L. c 258.

Section 2. The employer agrees that its Selectmen shall present to the Town Meeting a request to indemnify any employee covered by this Agreement for any award of damages against said employee, including losses, expenses, legal fees, and costs, arising out of any claim, action, award, compromise, settlement, or judgment by reason of an intentional tort, or violation of a person's civil rights, if said employee was acting within the scope of his official duties or employment. However, no employee covered by this Agreement shall be indemnified by the employer for a violation of a person's civil rights, if said employee acted in a grossly negligent, willful, or malicious manner.

The indemnification of such an employee for such negligent or wrongful acts or omissions is conditional upon his providing reasonable cooperation to the Employer in the defense of any action brought against such employee in accordance with the provisions of M.G.L. c25B.

Section 3. Employee Cooperation. Any employee covered by this Agreement shall immediately notify the employer within twenty-four (24) hours of any incident leading to a potential claim. Such notification shall be by means of a report in writing to the Chief of Police, containing the date, time and place, and all pertinent details concerning such incident.

Section 4. Indemnification Under M.G.L. c 41 Sec. 100. Every employee covered by this Agreement shall be entitled to indemnification in accordance with the provisions of M.G.L. c 31 sec. 100.

Section 5. In the event that a Police Officer is charged with committing a criminal offense in the course of his work performance, he will, as soon as he is given notice thereof, contact the Town Counsel's Office. That office will inform him whether or not it will represent him. If the Town counsel declines to so represent him and the Police Officer retains counsel designated by the Federation, and is found not guilty of the accusations against him in a court of law or if such accusations against him are dismissed by a court of law or by an authorized clerk magistrate of such court, then the Town will reimburse the Police Officer or the Federation, as the case may be, for his legal fees in an amount not more than One Thousand (\$1,000.) Dollars in a District Court and not more than Three Thousand (\$3,000.) Dollars in a Superior Court or the Federal District Court. Payment to be made at the rate of \$85. per hour.

ARTICLE 14: HOSPITAL AND PHYSICIAN'S SERVICE INSURANCE

Every employee covered by this agreement shall be entitled to the same group insurance benefits as other Town employees, based upon the programs, contribution rates and benefit terms then in effect.

ARTICLE 15: LINE OF DUTY INJURY

Section 1. An employee covered by this Agreement, who is absent from duty on account of injury, disability or serious illness incurred in the performance of his/her duties, shall, subject to the provisions of M.G.L. c. 41 Sec. 111 F, receive full pay during such absence except that full pay shall not include paid holidays, specialists pay, or night shift differential pay.

Section 2. Such employee who is absent from duty on account of such injury, disability, or serious illness shall be entitled to an examination and treatment by a physician of his own choice, and shall submit to an examination by the employer's physician upon order of the Chief of Police. The employer's physician shall be afforded full opportunity to consult with the employee's physician as the employee's fitness to resume police duty. If the employee's physician and the employer's physician disagree as to such "fitness" of said employee to resume police duty, they shall thereupon jointly designate a third physician who shall examine said employee at the employer's expense. Said third physician shall submit copies of his/her opinion to the employee's physician, the employer's physician, and the Chief of Police. Pending receipt of such advisory medical opinion from the third physician, and action of the employer's physician thereupon, the employer shall not require the employee to return to duty, and shall continue to compensate him/her on paid injury leave. In the event that the employer thereafter determines that the employee is fit to return to duty, the employee shall no longer be paid for injury leave.

Section 3. Injury on the Job Leave. Injury on the job leave shall not be deducted from sick leave or annual leave, and all amounts payable under this Article shall be paid at the same times and in the same manner as, and for all purposes except annual leave as specified in Article 10, Section K., shall be deemed to be the regular compensation of such employee.

Section 4. Whenever an employee is incapacitated for duty because of injuries sustained in the performance of his/her duties, or an employee assigned to special duty by the Chief of Police or other Superior Officer acting under his authority, whether or not said employee is paid for such special duty by the employer, is so incapacitated because of an injury so sustained, he/she shall be granted leave without loss of pay for the period of such incapacitation, or until he/she is placed on a disability retirement.

Such safety equipment as is commensurate with or appropriate for the type of assignment shall be worn by the employee.

Section 5. Whenever an employee is on an injury on the job leave of absence and is prevented from taking his vacation in any calendar year as a result of such injured leave, said vacation time or annual leave shall be carried forward to the following calendar year. In the event an employee is on long-term leave of absence and is unable to return to work in the following year, the provisions of Article X, Section K. shall apply.

Section 6. In the event that any employee covered by this Agreement incurs an injury, disability or serious illness in the performance of his/her duties, such employee shall be placed on sick leave until such time as the employer determines that such disability, injury or illness was incurred in the performance of his/her duties and at that time such employee's sick leave shall be credited to him/her.

Section 7. Whenever an employee is incapacitated for duty because of an injury sustained in the performance of a police act or as a result of the performance of police duties with the Town of Falmouth and is outside of his/her regularly scheduled hours, he/she shall be granted leave without loss of pay for the period that he/she is incapacitated or until he/she is placed on a disability retirement.

Section 8. Notwithstanding any other provision of this agreement, an employee on "long-term" leave for illness or injury or on a leave of absence, defined as in excess of 90 consecutive calendar days, shall cease accruing vacation and sick leave until his/her return to active service for a period in excess of five working days. This cessation on accrual shall not in any way affect the employee's rights with respect to leave accumulated prior to the illness, injury or other leave of absence.

Section 9. Upon the request of the Chief, medical documentation supplied by the employee shall state the disabling condition or diagnosis, the specific restrictions, a prognosis and date of expected return to work. In the event the employee is unable to obtain such documentation from the physician, the employee shall so report in writing. The employee shall then release the Town to communicate directly with the physician regarding the disabling injury or medical condition.

Section 10. An employee out of work pursuant to an approved line of duty injury must obtain from the treating physician, and provide to the department upon request, a treatment plan outlining the steps the employee must take to return to full duty (e.g., physical therapy or other pertinent treatments). The plan should also outline any restrictions on the employee's activities. The Employee is expected to abide by the treatment plan, and cooperate with inquiries from persons managing the employee's case on the Town's behalf.

Section 11. Employees on Line of Duty Injury status shall be placed on an administrative schedule during their leave and shall make themselves available to meet with administration as requested. Employees must remain in New England during the duty week, unless they obtain permission from the Chief or designee, and use accrued vacation leave. In the case where an employee lacks sufficient vacation accrual to cover a planned vacation (e.g., a family vacation) for the sole reason that the employee has stopped accruing vacation leave due to the duration of the injury leave being more than 90 days, the employee may use such leave as is available and the shortage of vacation leave will be waived not to exceed the amount that would have been accrued had accrual continued.

ARTICLE 15A: LIMITED DUTY

Section 1. An employee receiving or claiming line of duty injury benefits under M.G.L. c. 41 Sec. 111F and Article 15 of this agreement, who is medically able to perform limited duty as defined below, may be required by the Chief of Police, in accordance with the procedures outlined below, to perform appropriate limited duty on an administrative schedule.

Section 2. Upon request, the employee will obtain a physician's report regarding his/her fitness to return to full duty or be assigned to limited duty. The employer's physician shall be afforded full opportunity to consult with the employee's physician as to employee's fitness to perform limited duty, and the employee will sign all necessary consents and permissions to make that possible. The employer's physician may examine employee to make an independent determination of employee's fitness to return to full or limited duty.

Section 3. If the employee's physician and the employer's physician disagree as to the employee's fitness to perform limited duty, they shall jointly designate a third physician who shall examine said employee at the employer's expense. If the employee's physician does not participate in the designation after reasonable attempts by the Town to secure participation, then the third physician will be designated by the Town's physician. The third physician shall submit copies of his/her opinion to the employee's physician, the employer's physician, and the Chief of Police. Pending receipt of such advisory medical opinion from the third physician, the employer shall not require the employee to return to duty or perform limited duty, and shall continue to compensate him/her on paid injury leave in accordance with Article 15 of this agreement. In the event that the third physician determines that the employee is fit to perform limited duty, the employee shall be required to report for limited duty in accordance with this article.

The Town shall provide each physician who administers an examination under this Article with a description of the task(s) to which the employee shall be assigned if returned to full or limited duty. Each physician who determines that an examined employee is capable of being assigned to limited duty, but is not capable of a return to full duty, shall be required to specify in his/her report which, if any, limited duty task(s) the examined employee is or is not capable of performing, and any restrictions on the number of hours per day and per week that the employee may be assigned to limited duty.

Section 4. If it is determined that the employee is incapable of a return to full duty or the assignment of limited duty, the Town may reasonably require reexamination consistent with prior medical examinations.

Section 5. Officers will not be involuntarily assigned to light duty prior to the expiration of thirty calendar days on line of duty injury status; however they may be assigned voluntarily. The thirty calendar days shall be cumulative for successive periods of injury leave due to the same injury, even if they are broken by the employee returning to duty. In other words, the thirty day "clock" is not restarted by the employee's return to work if the successive absence is due to the same injury, or a recurrence of the same injury within six months of the employee's return to work after being on injured leave.

Section 6. Limited duty is performed in a civilian capacity and the specific duties will be determined by the Chief, consistently with the employee's physical ability based on medical reports.

The following tasks are examples of duties that may be assigned:

- (a) Operation of electronic equipment (teletype, computers, etc.)
- (b) Training
- (c) General clerical work
- (d) Assisting in property and evidence room
- (e) Answering telephones, making phone calls, and interacting with the public in a civilian capacity
- (f) Research, grant writing, accreditation tasks
- (g) Assisting with investigations
- (h) Special Projects

Section 7. Most limited or light duty tasks will normally be in-station duties. A limited duty officer will not normally drive a marked cruiser, except under the same circumstances a civilian might do so (transporting it for purpose of repair, etc.).

Section 8. The Town agrees that an employee who works less than a full week of limited duty shall be considered to be on injured on duty status for that portion of the regular work week during which the employee does not perform limited duty, and the employee shall be paid for such time in accordance with M.G.L. c. 41 Sec. 111F and Article 15 of this agreement.

Section 9. The Town agrees that it will pay to an employee on limited duty resulting from an on the job injury additional pay to assure that the employee's net pay (excluding any applicable stipends, specialist pay, and/or differentials) is substantially equal to the amount of tax-exempt net pay the employee received or would have received while on injured on duty status under M.G.L. c. 41 Sec. 111F. The parties agree that the addition of a stipend equivalent to 17% of the employee's base pay shall satisfy the intent of this provision.

Section 10. Limited duty assignments shall not affect the shift assignments of other employees. Employees assigned to limited duty may be assigned to shifts as needed; however, such assignments will not be made to the midnight shift except for officers currently assigned to that shift or by agreement with the employee being so assigned.

Section 11. Nothing herein shall preclude or limit the discretion of the Chief to grant or deny a request from an officer out on sick leave to work on limited duty. Such assignments, however, shall not be made involuntarily. In the case of an officer on sick leave being assigned to light duty, Section 9 of this Article shall not apply.

Section 12. An employee will not be required to report for limited duty and sit idly if there is no legitimate limited duty work available.

ARTICLE 16: PAID HOLIDAYS

Each employee covered by this Agreement shall receive an additional day's pay for the following legal holidays and any other day during the year declared by the legislature and the Governor to be a legal holiday:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
The half day before Christmas	Christmas Day
The half day before New Year's Day	

- A. Each employee covered by this Agreement who is required to work on Christmas Day or New Year's Day shall be paid in addition to his/her day's compensation, an amount equal to two times his/her regular day's pay.
- B. An employee may elect, in lieu of receiving holiday pay, to receive holiday pay in the form of compensatory time. One day of holiday pay equals eight (8) hours. Compensatory time must be used in accordance with the provisions of Article 42 of this Agreement.

ARTICLE 17: LONGEVITY INCREMENTS

Section 1. Every employee covered by this Agreement shall be paid, in addition to his/her regular compensation, annual increments determined as follows:

<u>Length of Service</u>	<u>Amount</u>
Over five (5) but not over ten (10) years	\$350
Over ten (10) but not over fifteen (15) years	\$400
Over fifteen (15) but not over twenty (20) years	\$450
Over twenty (20) but not over twenty-five (25) years	\$550
Over twenty-five (25) but not over thirty (30) years	\$650

The longevity payments listed above shall be paid to each eligible employee no later than the second payroll in December of each year.

Section 2. Length of service shall be computed from the first date of full-time employment as a permanent employee, including the required probationary period, in the Police Department, regardless of title, unless such service has been interrupted by an absence from the payroll for more than six months, in which case length of service shall be computed from the date of restoration to the payroll; but upon continuous service following such an absence for a period of twice the length of the absence, length of service shall be computed from the date obtained by adding the period of such absence from the payroll to the date of original employment; provided however that the continuity of service of such employee shall be deemed not to have been interrupted, if such absence was the result of (1) military service, illness, educational leave, abolition of position or lay-off because of lack of work or money, or (2) injuries received in the performance of duty for which compensation was paid pursuant to MGL Chapter 41, s.111 F provided that the employee notifies the appointing authority, in writing, not later than six (6) months after the final payment of compensation aforesaid that he/she is ready, willing and able to do his/her former work, and files with the said appointing authority a certificate of a registered physician that he/she is able to perform the duties of his/her position in an efficient manner, and is restored to the payroll.

Section 3. The annual longevity increment shall be paid to the employee in December of each year, and shall be prorated for the year in the case of employees being eligible for payments pursuant to the above schedule during the year, termination of employment, or death of an employee. In the case of death of the employee, the amount of longevity compensation due shall be paid to the deceased employee's estate. The basis of the proration shall be the first day of each calendar month.

ARTICLE 18: EMPLOYEE'S PRIVACY

Section 1. All personnel records concerning each employee covered by this Agreement shall remain in the Police Department under direct control of the Chief of Police or his designee.

Section 2. Each employee shall have the right to examine his/her own personnel records or dossier on file in the Police Department at all reasonable times.

Section 3. Each employee shall have the right to place in said personnel or dossier written rebuttals to any derogatory statements that may be on file; provided, the employee submits the rebuttal

within 15 days of notice in writing by the Chief or his designee that the derogatory statement is to be placed in the file.

Section 4. No information contained in any personnel file or dossier shall be disclosed to any non-governmental agency without the employee's written permission, except as required by law.

Section 5. When considering an employee's record of past discipline in determining disciplinary penalties for current infractions, the appointing authority shall consider the severity of the prior discipline, the nature of the prior offense(s), and the number of years elapsed. Reprimands that are over 5 years old will not be considered for the purposes of progressive discipline, provided there has been no additional discipline during the five years following the reprimand.

Section 6. Submission of Complaints Against Employees.

No employee covered by this Agreement shall be required to write a report to the Chief of Police or to any other superior officer concerning any complaint made against him/her by any person or persons outside of that Police Department, including any other Town Official, unless said person reduces said complaint to writing and signs said complaint under the pains and penalties of perjury.

Section 7. In the event that a signed complaint against an employee is submitted to the Chief of Police, the Chief of Police shall furnish a copy of said complaint to said employee.

ARTICLE 19: CLOTHING ALLOWANCE

The clothing allowance for employees shall be administered by means of a voucher system redeemable at one of three vendors designated in department policy. Prior to each fiscal year employees must elect one of the vendors and use that vendor exclusively for the duration of the fiscal year. The annual clothing allowance shall be:

FY 2014	\$750
FY 2015	\$800
FY 2016	\$850
FY 2017	\$850

Parties agree that the total individual's purchases are completed by May 31 of the issue year.

ARTICLE 20: UNIFORMS AND EQUIPMENT

Section 1: Upon entering the service of the Police Department as a permanent police officer appointed pursuant to the provisions of Chapter 31 of the Massachusetts General Laws, each such permanent employee shall be issued the following articles of uniform as described in departmental policy.

- 1 pair of Class A regulation police pants
- 3 pairs of Class B regulation police pants
- 1 regulation Class A long sleeve police shirt
- 2 regulation Class B long sleeve police shirts
- 3 regulation Class B short sleeve police shirts
- 1 Winter Jacket
- 1 service cap

- 1 winter hat
- 1 pair of regulation police boots or shoes
- 1 Raincoat
- 1 uniform tie
- 1 spring jacket
- 3 Turtleneck shirts or dickies

Section 2: Upon entering the service of the Police Department as a permanent police officer appointed pursuant to the provisions of Chapter 31 of the Massachusetts General Laws, each such permanent employee shall be issued the following articles of equipment as described in departmental policy.

- 1 police whistle and chain
- 1 name tag
- 1 bullet resistant vest
- 1 flashlight
- 1 flashlight holster
- 1 police traffic vest
- 1 garrison belt
- 1 duty belt
- 4 belt keepers
- 2 handcuff cases
- 1 ammunition case
- 1 baton and baton holder
- 1 police issued firearm
- 1 Holster
- 2 pair handcuffs
- Ammunition for issued firearm

Section 3. Each item of equipment described above shall be replaced forthwith by the employer when it becomes obsolete, worn out, damaged beyond repair or destroyed.

Section 4. Any item of equipment described above which is misplaced or lost through negligence of an employee shall be replaced forthwith by said employee at the employee's expense. Said employee shall file an explanatory report within twenty-four (24) hours of the lost or misplaced equipment to the Chief of Police.

Section 5. Any item of clothing or uniform destroyed or substantially damaged, in the opinion of the Chief of Police, in the line of duty, other than normal wear and tear, shall be replaced or repaired by the employer at its expense. The employer agrees to appropriate the sum of one thousand (\$1,000) dollars for the purpose of this Section. In the event of any damage to any clothing or uniform, the employee involved shall file an explanatory report concerning the incident to the Chief of Police within twenty-four (24) hours.

Section 6. Each item of equipment shall be returned forthwith to the employer upon the employee's termination of employment.

Section 7. The employer agrees to adopt a policy of the Police Department to permit the use of the PR-24 Baton by employees covered under this Agreement.

ARTICLE 21: EDUCATIONAL INCENTIVE PAY

- A. Employees hired before July 1, 2009, and participating in the educational incentive program known as the “Quinn Bill” pursuant to M.G.L. c. 41, §108L as of that date, shall continue to receive education incentive pay pursuant to that statute as of the date of this agreement, notwithstanding underfunding of the reimbursement towards the incentive program by the Commonwealth of Massachusetts.*

However, the Town will continue to seek financial support from the Commonwealth for such program to the extent it remains available, and may take such administrative steps as may be required to accomplish this purpose. Quinn Bill payments will be calculated based upon base salary only, with no differentials or additions of any kind. Quinn Bill payments and/or educational incentive payments (see below) under this agreement will not be included in calculating the contractual overtime rate. Disputes regarding Quinn Bill will continue to be resolved exclusively through the grievance procedure.

*In regards to any legislative changes to the Quinn Bill by the General Court of the Commonwealth of Massachusetts, including, but not limited to the General Courts repeal or revocation of the Quinn Bill. It is the parties intent that police officers who were receiving benefits under 108L prior to June 1, 2009 shall continue to do so in the future regardless of state action.

- B. Employees who are not eligible for Quinn Bill incentives, including all officers hired on or after July 1, 2009, shall receive an education incentive based upon their educational attainments, as set forth below.
- C. Employees who possess an Associate’s Degree, from a two-year program at an accredited institution, in Criminal Justice or a field reasonably related to law enforcement, shall receive an education incentive in the amount of \$2,700 per year, payable in a pro rata amount in the employee’s regular paycheck.
- D. Employees who possess a Bachelor’s Degree from a four-year accredited college or university shall receive an education incentive in the amount of \$5,200 per year, payable in a pro rata amount in the employee’s regular paycheck. The Bachelor’s degree must be in Criminal Justice, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.
- E. Employees who possess a Master’s Degree from a four-year accredited college or university shall receive an education incentive in the amount of \$7,700 per year, payable in a pro rata amount in the employee’s regular paycheck. The Master’s degree must be in Criminal Justice, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.
- F. The intent of the education incentive is to attract and reward employees who have attained a degree that emphasizes critical thinking skills, as well as oral and written communication. Accreditation for the purposes of the colleges and universities granting the degrees for which compensation will be paid shall mean accreditation by the New England Association of Schools and Colleges (NEASC) or an equivalent regional accrediting agency in another region. Programs granting degrees recognized for the purposes of this Article must be reasonably rigorous, and programs delivering content primarily through on-line methods may be scrutinized to a greater extent, as will programs granting credits for “life experience.”

- G. The Town shall develop policy as necessary to implement this Article of the agreement in consultation with a committee of department members representing a cross section of the department in terms of rank and assignment, and including one or more members designated by the Union. The policy will guide the interpretation of this provision of the agreement as it relates to the type of degrees that are deemed to be related to law enforcement for the purpose of the Associates Degree, the types of degrees that can qualify for the Bachelor's Degree stipend, the colleges and programs that will be acceptable, and the procedure for notifying the Town of a degree and the proof required. In the event of a disagreement regarding the policy, the matter will be submitted to the Town Manager for final determination.
- H. The parties intend that any educational incentive paid hereunder will satisfy or be applied towards the requirements of any future statutory educational incentive program, should such a program be enacted and be applicable to employees of the Town. If available under such future enactment, the Town may seek financial support from the Commonwealth for such program, and may take such administrative steps as may be required to accomplish this purpose.

ARTICLE 22:
[Deleted]

ARTICLE 23: IN SERVICE TRAINING

The Department will provide training on an annual basis in the subjects and amounts designed to meet or exceed the requirements of the Municipal Police Training Committee (MPTC) and applicable laws and regulations. Training may be offered through a combination of methods including but not limited to roll call training, academies, and other programs offered by department personnel and by outside agencies or persons that meet the requirements of the MPTC and the department as determined by the Chief. The types of training offered may vary from year to year. Annual firearms training will include the completion of the MPTC Qualification Course at least once per year and will meet state and MPTC training requirements.

Schedules may be altered temporarily to accommodate prescribed training.

ARTICLE 24: TRAVEL EXPENSE

The employer agrees to pay each employee covered by this Agreement who uses his own vehicle to travel to and from court, the prevailing IRS rate, only in the event that the Commonwealth discontinues, fails or refuses to pay said employee for such travel expense. The employee shall submit in writing to the Chief of Police each request for travel pay under this section and shall also submit proof in writing of such refusal or failure to pay by the Commonwealth's agent, i.e., the Clerk-Magistrate or his assistant or some other person authorized by him to issue such proof.

ARTICLE 25: DIFFERENTIAL COMPENSATION

In addition to the regular compensation paid to each employee, differential compensation shall be weekly in accordance with the following schedule:

<u>Shift</u>	<u>Amount</u>
Evening	\$35
Midnight	\$50

ARTICLE 26: SPECIALIZATION COMPENSATION

Section 1. In addition to the regular compensation paid to each employee, specialization compensation shall be paid in accordance with the following schedule:

<u>Assignment</u>	<u>Amount</u>
Detective	\$45
Court Officer	\$45
Vehicle Maintenance Officer	\$36
Juvenile Officer	\$36
School Resource Officer	\$36
Field Training Officer*	\$36
Firearms Instructor	\$36
Special Response Team	\$36
Sexual Assault Investigator	\$36

(*while engaged in that capacity, ordinarily, approximately three months per year).

Section 2. All assignments of personnel to specialist positions shall be done at the discretion of the Chief of Police. The duration of specialist assignments shall be at the discretion of the Chief of Police. An employee assigned to more than one specialty assignment shall receive \$45 weekly while assigned to multiple specialties.

Section 3. Specialists shall not work overtime unless said overtime is authorized by the Chief of Police.

ARTICLE 27: TEMPORARY SERVICE IN HIGHER RANK

Section 1. An employee temporarily assigned the duties of a higher rank shall receive in addition to his regular pay, an amount of fifty (50) cents per hour per tour of duty for each tour or any part thereof worked, beginning with the first tour of duty.

Section 2. An employee covered by this Agreement temporarily assigned the duties of a higher rank shall, after working in this position for a period of two (2) consecutive weeks, be entitled to receive the salary commensurate with a higher grade.

ARTICLE 27A: SWAPS

Section 1. Any employee covered by this Agreement may, from time to time, exchange tours of duty for a period of time not to exceed three shifts, i.e., three (3) days or three (3) nights, and also to exchange days off, provided the employees involved are of equal rank and otherwise qualified, and the exchange has the approval of the Chief of Police or other office acting under his authority.

Section 2. Employees may not seek or be granted swaps, where the swap will result in the employee performing a pre-planned duty (such as court) as overtime.

ARTICLE 28: CONFERRING WITH EMPLOYEES

The Board of Selectmen, Town Administrator, or the Chief of Police has the right to confer with an employee covered by this Agreement without prior notice to the Federation.

Section 1. In the event that said conference with an employee is for disciplinary reasons or involves the investigation of alleged criminal activity on the part of the employee, the employee shall be advised prior to said conference of the charges or allegations and shall have the right to be represented by counsel at such conference.

Section 2. If counsel is available, the employee has the right to refuse to confer and such conference shall be continued for a period not to exceed six (6) hours or to such other time as the parties may mutually agree, so that counsel may be present. At the request of the employee, a representative of the Federation may be present during any such conference.

ARTICLE 29: [DELETED. See Article 23]

ARTICLE 30: TRAINING COURSES

Section 1. Any employee covered by this Agreement who desires to attend a police training course or seminar conducted by any agency or college dealing with law enforcement related subjects shall submit a request in writing to the Training Officer. Said officer will respond within five (5) days of such request in writing, at which time he will either deny or grant such request. If the request is denied, the operations officer will state the reason for the denial.

Section 2. All requests in accordance with this Article shall be filed as follows: One copy in the personnel file; one copy to the employee; one copy to the training officer.

Section 3. The employer agrees to reimburse an employee for travel expenses to attend any training program or courses or police academy that an employee is required to attend by the Chief of Police or the Town. Further, the employer agrees to provide transportation or to reimburse an employee for use of his/her car to attend approved courses or training programs or to attend the police academy, except that if more than one employee attends such approved courses or training programs or police academy, every effort will be made to use only one car for such transportation.

ARTICLE 31: JOB DESCRIPTION AND CLASSIFICATION

Section 1. If during the term of this contract any new position is created within the bargaining unit, or any position covered by this Agreement has a change in its responsibilities, the wages or salary for such position shall be subject to negotiation between the parties to this Agreement.

Section 2. Notice of all openings for special job assignments, paid or unpaid, including but not limited to, photographer, safety officer, juvenile officer, dog handler, crime prevention officer, arson investigator and detective shall be posted on the bulletin board in the station house by the Chief of Police. Said notice shall contain a job description of the position which shall include qualifications and duties. The provisions of this section shall not include a temporary assignment to the position of detective for not more than sixty (60) days in any calendar year.

Section 3. The Chief of Police reserves the right to exercise his discretion to fill such position.

ARTICLE 32: THE SAVINGS CLAUSE

If this Agreement expires while the collective bargaining process is taking place, including, but not limited to, fact finding and arbitration, then the terms of this Agreement is executed.

ARTICLE 33: PREGNANCY LEAVE (FAMILY/MEDICAL LEAVE)

The Town will provide Maternity and Family leave in accordance with the Family Medical Leave Act of 1993.

ARTICLE 34: STABILITY OF AGREEMENT

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

Section 2. The failure of the employer or the Federation to enforce at any time, or under any circumstances, the performance of any term or provisions of this Agreement, shall not be deemed a waiver of any rights that the employer or the Federation have to subsequently enforce the performance of any such term or provision.

ARTICLE 35: UNION REPRESENTATIVES

The Federation shall furnish the Employer with a list of union stewards and other representatives of the Federation immediately following their appointment, and in the event of any changes in representatives or stewards, the Federation shall forthwith notify the employer of said changes.

ARTICLE 36: LINE OF DUTY THREATS

The employer agrees to the following procedures in the event that any employee covered by this Agreement has received a threat of physical harm as a result of any action the employee has taken or may take in the line of duty.

1. The employee receiving the threat shall record the exact nature of the threat including the date and time it is made and by whom it is made, if known.
2. The record of the threat shall be delivered to the Shift Commander who shall forward the report to the Chief of Police.
3. The Chief of Police shall have the threat investigated and shall take whatever steps that he, in his sole discretion, deems necessary to protect the threatened employee.
4. Upon receipt of the investigative report, the Chief of Police shall determine if there is a sufficient basis for seeking a complaint.
5. If the Chief of Police determines that there is a sufficient basis for seeking a complaint, he shall initiate the seeking of the complaint.

ARTICLE 37: UNSAFE WORKING CONDITIONS

An employee who was ordered to work under unsafe conditions resulting from the employer's act or omissions, shall have the right to file a grievance in accordance with the provisions of this Agreement. No employee shall be required to clean his cruiser if it is soiled with human excrement, blood or other human fluids that may be hazardous to employee. The shift supervisor will arrange for professional cleaning of the cruiser.

ARTICLE 38: SAFETY COMMITTEE

Section 1. A safety Committee comprised of two (2) representatives of the Federation appointed by the President of the Federation, and a representative of the employer, who is appointed by the Chief of Police, who need not be an employee of the Police Department, shall meet from time to time at the request of the Federation to review the safety procedures within the Police Department.

Section 2. The Safety Committee may recommend to the Chief of Police who shall take appropriate action.

ARTICLE 39: JANITORIAL DUTIES

No employee covered by this Agreement shall be required to perform janitorial duties except washing and cleaning the cruisers.

ARTICLE 40: EXTRA PAY DETAILS

Section 1.

- A. Employees working details, shall be paid by the hiring entity at the detail rates set by Department-wide policy (the "applicable detail rate").
- B. Any new detail provisions (including rates) in this Article shall be effective thirty (30) days after notification to the public of the new rate.

Section 2.

- A. For all of the detail rates referred to in Section 1 above, the rate shall increase to one and one-half for all work over eight (8) consecutive hours. Each employee who works a paid detail shall receive payment for a minimum of four (4) hours. Any part of an hour shall be considered a full hour. An employee who works in excess of four (4) hours shall be paid for eight (8) hours.

An officer whose private detail is cancelled with less than 24 hours' notice will receive a two hours of pay at the detail rate. Notice refers to the department's reasonable effort to notify the officer by phone, email or other means, and does not refer to the officer's actual receipt of notice (unless the officer receives actual notice). In cases where the hiring entity notifies the Department of cancellation at or close in time before the deadline, the Department shall have a four hour grace period within which to notify the officer without incurring any liability under this provision.

B. Notwithstanding the above, an employee who is more than minimally late for a detail, or who leaves a detail early for his/her own convenience, shall be paid only for actual hours worked.

Section 3. Any employee who works a paid detail in accordance with the provisions of this Article shall work such detail on his/her regularly scheduled day off or beyond his/her regularly scheduled tour of duty.

Section 4. Paid Detail List Paid. details shall be assigned impartially and on an equal basis to all employees covered by this Agreement who are available for the paid detail work. Paid detail work shall be assigned in accordance with the seniority list, established in accordance with the subsections H and I of Section 3 of Article IX of this Agreement.

Section 5. In the event that no employee covered by this Agreement is available for a paid detail, the paid detail may be offered to a person who is not an employee covered by this Agreement.

Section 6. To insure a fair and equitable distribution of extra paid details, the employer shall keep records of paid details in the Police Department. Any employee covered by this agreement shall have the right to examine such paid detail records at any reasonable time.

Section 7. The Federation shall have the right to obtain a copy of any current paid detail list and post the same on the bulletin board for Federation use at the Police Station.

Section 8. In accordance with Massachusetts General Laws, Chapter 44, Section 53C, the Town shall establish and maintain an escrow account for all details with the exception of the Barnstable County Fair. Employees shall be paid from this account in the next pay period.

ARTICLE 41: TIME OFF WHILE PERFORMING UNION DUTIES

Section 1. Employees covered by this Agreement who are officers and/or members of duly constituted committees of the Falmouth Police Patrolmen's Federation shall be allowed reasonable time off with pay for official union business with the Town of Falmouth. The number of said employees shall not exceed four (4).

Section 2. The employer shall allow not more than three (3) delegates elected annually by the Falmouth Police Patrolmen's Federation to attend, with pay, State and National Conventions and educational conferences. The number of delegates attending the Massachusetts Police Association Convention will be consistent with the rules and regulations as it relates to the total memberships and eligible delegates. The time off allowed for the purposes of this section shall not exceed eight (8) tours of duty. The names of said delegates together with the dates of said conventions, conferences or meetings shall be submitted in writing to the Chief of Police at least five (5) days prior to said events. A list of the Officers of the Federation and the members of said committees shall be furnished forthwith to the Chief of Police upon their designation.

ARTICLE 42: COMPENSATORY TIME OFF

Only holidays may be accrued as compensatory time. Overtime will not be paid as compensatory time. No more than 12 days (96 hours) of compensatory time may be accrued by an employee at

any time. Any compensatory time earned will be applied as compensatory time up to the accrual cap of 96 hours, and any excess will be paid to the employee as wages. A compensatory day off, regardless of length will require the use of 8 hours of compensatory time; otherwise, usage will be hour for hour.

ARTICLE 43: COMPENSATION

Section 1. All wage changes listed below to be effective the first full pay period of the month and year indicated:

FY 2018

	2.00%	Start Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
Hourly		\$21.08	\$26.97	\$28.65	\$30.00	\$30.75	\$32.62	\$33.75
Time&Half		\$31.62	\$40.46	\$42.98	\$45.00	\$46.13	\$48.93	\$50.63
Weekly		\$790.50	\$1,011.38	\$1,074.38	\$1,125.00	\$1,153.13	\$1,223.25	\$1,265.63
Annual		\$41,217	\$52,733	\$56,018	\$58,658	\$60,124	\$63,780	\$65,990

FY 2019

	2.00%	Start Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
Hourly		\$21.50	\$27.51	\$29.22	\$30.60	\$31.37	\$33.27	\$34.43
Time&Half		\$32.25	\$41.27	\$43.83	\$45.90	\$47.06	\$49.91	\$51.65
Weekly		\$806.25	\$1,031.63	\$1,095.75	\$1,147.50	\$1,176.38	\$1,247.63	\$1,291.13
Annual		\$42,038	\$53,789	\$57,132	\$59,831	\$61,336	\$65,051	\$67,320

FY 2020

	2.00%	Start Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
Hourly		\$21.93	\$28.06	\$29.80	\$31.21	\$32.00	\$33.94	\$35.12
Time&Half		\$32.90	\$42.09	\$44.70	\$46.82	\$48.00	\$50.91	\$52.68
Weekly		\$822.38	\$1,052.25	\$1,117.50	\$1,170.38	\$1,200.00	\$1,272.75	\$1,317.00
Annual		\$42,879	\$54,864	\$58,266	\$61,024	\$62,568	\$66,361	\$68,668

Section 2. Effective July 1, 2017, employees will start on the Start Step on the first day of the police academy and progress after to the next step after completion of field training, then one step each year of service thereafter until reaching Step 5. Officers who complete 10 years of continuous service for the Town of Falmouth in the rank of Police Officer shall be paid at the rate indicated in the Master Officer column at the start of the next full pay period following his/her anniversary date. Employees entering the department laterally will be placed on one of the first six steps based upon relevant experience as determined by the Town.

Section 3. Reporting Extra Work. All slips reflecting extra work for overtime, court time, details, or compensatory time earned shall be turned in within 72 hours of performing the work or during the next shift worked by the officer.

Section 4. Biweekly Pay and Direct Deposit. Employees will be paid every two weeks. The Town may require all employees to utilize direct deposit.

**ARTICLE 44:
[DELETED]**

ARTICLE 45: ASSESSMENT CENTER FOR PROMOTIONS

The Town shall have the right to implement as a supplemental tool in the promotion process for superior officer positions, an Assessment Center component, which may also include an oral interview board, once the list is established. The Town has the right to require a psychological evaluation as part of the promotional process.

ARTICLE 46

Notwithstanding any other provisions of this Agreement, it is hereby agreed as follows:

That this Agreement be subject to the applicable rules, regulations and laws of the Commonwealth of Massachusetts and the United States in existence at any time during the term of this Agreement.

ARTICLE 47: PERFORMANCE EVALUATIONS

- A. **Intent.** The Federation and the Town agree to implement an annual goal setting and performance review process that shall include the establishment of annual goals for each member with the approval and direction of the Chief of Police, or his designee. The performance review process is not intended, and shall not be used, for disciplinary purposes. Rather the process is being jointly implemented to 1) promote a cooperative effort between the Federation and the Town to consistently and uniformly work toward achieving departmental goals by clarifying team and individual goals; 2) to empower members of the Federation to assist in identifying problems and working proactively to develop and implement strategies to solve problems in the Department as they arise by enhancing communications and ensuring a common understanding of expected outcomes; and 3) To directly involve members of the Federation in concert with other departmental leaders in creating a positive atmosphere of problem solving and continuous improvement of Police services.

- B. **Instrument/Procedures.** The Chief will develop a review instrument that will achieve the above-referenced process goals by 1) Identifying and discussing each objective to be reached; 2) setting forth and discussing specific strategies that will be followed to achieve each objective; 3) providing a schedule for periodic review of progress toward meeting objectives and to evaluate the effectiveness of the strategies; 4) conducting an annual review and goal setting process to establish new goals; and 5) developing objective measures by which the successful completion of goals may be determined. Officers will be reviewed by supervisors who were assigned supervisory responsibility for the officer for a significant period of time. Normally this will result in an officer being evaluated by more than one supervisor.

- C. **Appeal.** Any member of the Federation who is not satisfied with an overall annual review and assessment of goal completion may, within ten days of the date the review was received appeal the review through the chain of command to the Town Administrator. Any appeal of a review shall determine whether the review was arbitrary or capricious based on the evidence presented, and if so, shall order the review to be rewritten by the reviewer. An employee may submit a rebuttal to a performance review, which shall be included in the personnel file with the review.

ARTICLE 48: ALCOHOL AND DRUGS

A. Purpose

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Falmouth Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. A police officer impaired by drugs or alcohol creates an unreasonable danger to his or her fellow officers, and to the public. In addition, drug and alcohol abuse impair the health, well-being and productivity of the police department and its members. Consequently, the abuse of illegal drugs or alcohol cannot be tolerated.

B. Prohibited Conduct

1. The following conduct shall constitute an offense under this Article.
 - a. The possession, use, transfer, manufacture or sale of any illegal drug.
 - b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02, or impaired by drugs or alcohol.
 - e. Commission of any drug or alcohol related offense.
2. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

C. Prohibited Drugs

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal. An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly

obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. Drug and Alcohol Testing

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

a. New Hires:

Each new employee will submit to a drug test shortly after his or her date of hire.

b. Reasonable Suspicion:

When the Town has reason to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. In cases where the determination of reasonable suspicion is made by a Sergeant, the Sergeant will obtain approval from the Chief or a Captain prior to ordering a test.

c. Post-Incident:

Any employee involved in an accident or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, may be directed by the Town to submit to a drug and/or alcohol test. In cases where the determination is made by a Sergeant, the Sergeant will obtain approval from the Chief or a Captain prior to ordering a test.

d. Follow-up Testing:

An employee who has violated the drug and alcohol policy, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

e. Special Assignments:

An employee assigned to duties involving narcotics investigation on a regular basis will be required to submit to unannounced testing for drugs.

f. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed in writing to report at a specified time to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

b. Processing:

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town

any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government. The Town will select a laboratory that is not on Cape Cod.

E. Searches

The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, Town vehicles, lockers, or in other Town owned or controlled containers on the premises that may conceal substances prohibited by this policy.

F. Enforcement

1. Any employee who violates this Article will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town may take disciplinary action exclusive of discharge. In order to qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
 - b. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
 - c. The recommended treatment plan will be set forth in writing, and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.

- e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.

G. Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program (“EAP”). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee’s participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant’s written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

ARTICLE 49: STUDENT OFFICERS

The parties acknowledge that student officers are exempted from collective bargaining and civil service by the terms of M.G.L. c. 41 §96B. The Town has the discretion to determine what pay and benefits student officers will receive.

ARTICLE 50: MEANING OF TERMS

In this agreement, unless the context clearly indicated otherwise: the term “he” or “she” shall be deemed to include the other gender; and, the term “Chief” shall be deemed to include the Chief’s designee.

ARTICLE 51: FITNESS AND WELLNESS PROGRAM

The parties have agreed to a fitness and wellness program based upon a physical fitness test providing for stipends of \$500 for “Good” and \$750 for “Superior” as administered and defined by departmental policy. Effective October 3, 2014, the Stipend for a “Superior” score shall be \$850 in the case of a third (or more) consecutive “Superior” result.

ARTICLE 52: DURATION OF AGREEMENT

This contract shall take effect upon acceptance by town meeting and will cover the period beginning July 1, 2017 and shall continue in force and effect until June 30, 2020.

The duration of all agreements will commence on the next July 1 after the expiration of the current contract agreement.

Either the Employer or the Federation may request negotiations to commence for a successor Agreement on or after October 1, 2019.

Negotiations for a successor Agreement shall begin no later than November 30, 2019.

If a new contract is not executed by July 1, 2020, all terms, conditions and provisions of this Agreement shall remain in full effect until a new contract has been executed.

In the event of impasse in negotiating a successor contract, the parties may mutually agree to petition the Joint Labor Management Committee (JLMC) to initiate mediation, fact finding and arbitration in accordance with MGL 150E.

TOWN OF FALMOUTH

FALMOUTH POLICE PATROLMEN'S
FEDERATION

By:

Julian M. Luss
Per BOA approval
8/6/18

By:

Clayton G. [Signature]
B B

Date: 11/7/19

Date: 11/1/19

APPENDIX A
Homeland Security Emergency Response System

This regulation is intended to address specific operational needs of the Town of Falmouth. Homeland Security requires that the department have the ability to communicate with all law enforcement employees in an expeditious manner.

A. General Considerations

1. The purpose of establishing this system is to securely expedite contact of departmental membership for officially sanctioned reasons. Subversion or improper use of the system for any type of personal gain or unacceptable reason may result in disciplinary action.
2. As with any technology, sometimes there are mistakes or system failures. There will be no monetary remedy for errors resulting from system, equipment or human errors.
3. The unintentional failure to respond to a page will not result in discipline.

B. Equipment

1. The Police Department will supply a pager to each fulltime sworn police employee employed by the Town of Falmouth at the Falmouth Police Department.
2. The Town will maintain a yearly insurance policy with the vendor. This policy will address loss of the equipment less the required deductible (also known as replacement cost).
3. Replacement cost will be borne by each individual responsible for the issued equipment. Officer(s) will turn in the pager to the designated individual with a written explanation of the equipment problem.
4. The department will maintain “loaner” pagers in the case of equipment malfunction.
5. Batteries to power the pagers will be issued by the Police Department.
6. Pagers will not be carried in a visible manner as part of the uniform while on patrol duty, attending public functions in uniform, or working details at public or private events.

C. Emergency Response.

Whenever a serious natural or man-made situation requires an immediate and comprehensive law enforcement response the department will use the pager system to alert members of the department as follows:

1. The pager system shall be activated and a pre-designated code shall be entered. Use of such code shall be notification of a needed emergency response from members of the department.

2. The supervisor authorizing such callout shall determine how many respondents are needed and page accordingly.
3. All officers available will contact the station via telephone or portable radio.
4. Officers will be advised as to how many are needed and where to report.
5. A Captain or the Chief must authorize a page to which a response is mandatory.

D. Routine Operations and Hiring Protocols

1. **Hiring for weekly details** will remain the same. The system will be employed in the area of hiring for planned and emergency overtime, and for details that are not assigned through the weekly detail procedure.
2. **Emergency Unplanned Hire**-in the event that a vacancy becomes available four hours prior to the start of a shift the sergeant or officer in charge may order an individual to stay from the off going shift. After such order the sergeant, whenever possible, shall send or have a page sent requesting someone from an off-duty status to fill the vacancy.
 - a. In the event that this action is unsuccessful the previously ordered individual shall fill the vacancy;
 - b. In the event that this action is successful the previously ordered person shall remain on-duty until the hired person appears at the police station;
 - c. The ordered person will be paid for time that he was required to stay;
 - d. The person hired to replace him will be paid upon arrival at the station ready for duty or by reporting to some other work location designated by the supervisor.
3. **Planned Hiring**-following are the steps to be followed relative to a planned hiring situation.
 - a. Eligible personnel are made aware of a work opportunity (s) by use of the paging system;
 - b. Names of responding personnel will be recorded on the appropriate document by the supervisor or designee as they respond to the department;
 - c. After 15 minutes the list of responding personnel will be compared to the computerized planned hiring list;
 - d. The appropriate person(s) shall be hired;
 - e. Hired personnel shall be credited such work opportunity in the computerized hiring list.
4. **Non-scheduled Details**-are classified as those details that are not assigned in the normal manner by the assigned sergeant. Following are the steps required to be performed relative to a non-scheduled detail:
 - a. Eligible personnel are made aware of a work opportunity (s) by use of the paging system;

- b. Names of responding personnel will be recorded on the appropriate document by the supervisor or designee as they respond to the department;
- c. After 15 minutes the list of responding personnel will be compared to the detail list;
- d. The appropriate person(s) shall be hired;
- e. Hired personnel shall be credited such work opportunity in the detail list. The Detail Sergeant will periodically compare and re-adjust the master detail list.

APPENDIX B
HEALTH INSURANCE OPT-OUT PILOT PROGRAM

Employees participating in Town sponsored health insurance plans have the option to drop their health insurance coverage and participate in a Health Insurance Opt-Out Plan, provided they meet eligibility requirements as defined below.

The annual Opt-Out incentive shall be:

Family coverage	\$4,000
Single + 1 coverage	\$3,000
Individual coverage	\$1,500

To be eligible to participate in the Health Insurance Opt-Out Program, active employees must have been continually enrolled as a subscriber in a Town sponsored health insurance plan for the previous 24 month period prior to applying for the Opt-Out benefit. Employees may apply for the Opt-Out benefit during the next open enrollment period following the settlement of this MOU.

The Town will pay the Opt-Out incentive via payroll on a weekly (bi-weekly when town converts to bi-weekly payroll), less applicable payroll taxes. Payments are not pensionable. Employees must show evidence of credible insurance coverage for themselves and any dependents they are dropping from coverage before they are allowed to Opt-Out of the Town's health insurance.

If there is a qualifying event in which an employee who has opted-out needs to opt-back onto the Town's insurance, the employee will be eligible to do so as long as enrollment is done within 30 days of an approved qualifying event. Apart from a qualifying event, any employee who has opted-out can re-enroll in the Town's health insurance during any open enrollment period. If an employee needs to re-enroll on the Town's insurance the Opt-Out incentive payments will end on the first payroll that the health insurance premiums are deducted.

For employees who change from individual coverage to family coverage during the preceding 24 months: in order to be eligible for the family plan Opt-Out payment, the employee must have 24 months of consecutive coverage through the Town preceding application for the Opt-Out plan, must be enrolled in a family plan at the time of applying for the Opt-Out and must have been enrolled in the family plan for at least 12 of the 24 preceding consecutive months.

For employees who change from family coverage to individual coverage during the preceding 24 months: the employee will qualify for the single plan Opt-Out payment, if the employee has 24 months of consecutive coverage through the Town preceding application for the Opt-Out plan and is enrolled in a single plan at the time of applying for the Opt-Out for a period of at least 12 of the 24 preceding consecutive months.

The only way to receive the Opt-Out payment is if the employee is not covered by the Town's health plans in any way (this includes through a parent or spouse's plan). For example, married town employees (i.e. both working for the Town of Falmouth or the School) who are currently enrolled in separate individual plans may not enroll in a family plan for purposes of receiving the

Opt-Out incentive. Changing from a family to an individual or single plus 1 plan does not make the employee eligible for the Opt-Out payment.

Employees who are no longer eligible for the health insurance benefit or who terminate employment or are on an unpaid leave of absence are not eligible to participate or continue to receive the Opt-Out incentive payment.

An employee wishing to participate in this program must submit a signed request and waiver in writing on a form provided by the Town and available in the Personnel Dept. The form must be re-submitted on an annual basis until this program ends.

The Opt-Out program will have a sunset provision of June 30, 2019, at which time the town will determine if the program will continue. If the Town decides not to offer the Opt-Out anymore, employees will be given an opportunity to get back onto the Town's health plans if they choose.

This health insurance waiver incentive program is intended to reduce the Town's health insurance costs. If the program does not generate sufficient cost-savings, the program may be terminated at the sole discretion of the Town. Participating employees shall be given notice of such termination in order to permit participating employees sufficient time to elect coverage through a Town sponsored plan during the Town's open enrollment period.

Any issues or disputes that arise regarding enrollment periods or rules and regulations relating to the implementation of the program shall be reviewed by the Town Manager/Personnel Director. His/her determination shall be final and binding.

APPENDIX C
PATROL OFFICERS' SENIORITY LIST

Name:	C.S. Date:	Prov. Date:	Score:
Kevin A. Kinsella	09/02/80	not available	
Robert B. Murray	05/05/85	09/01/82	
N. C. Adamson	05/05/86	04/27/86	
Ruben Ferrer	07/28/87	01/03/87	
Kent Clarkson II	09/12/88	06/12/88	
George Cabral	02/06/89	none	
Charles Marken	02/11/91	none	
James Rogers	11/18/96	none	81

SIDE LETTER AGREEMENT
BETWEEN
THE
TOWN OF FALMOUTH
AND
FALMOUTH POLICE PATROLMEN'S FEDERATION
(Impact Bargaining Regarding Reorganization of Dispatching Services)

WHEREAS, the Town of Falmouth (the “Town”) provided the Falmouth Police Patrolmen’s Federation (the “Union”) with notice regarding the reorganization of the Town’s dispatching services including the abolition of the police dispatch services in fiscal year 2016;
WHEREAS, the Union requested impact bargaining over said abolition of such police dispatch services;
WHEREAS, the Town and the Union have engaged in impact bargaining regarding the reorganization of the dispatching services in the Town of Falmouth and have reached an agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Union agrees that it will cooperate with the Town and publically endorse the establishment of the Central Communications Agency based on the approved Reorganization Plan as attached hereto.
2. The Town agrees that it will modify the two and two absence rule as proposed by the Town in FY16 as summarized below and detailed in the integrated agreement;
3. Two and Two Absence Rule. The Town agrees to change the current limitation of two authorized vacation absences and two authorized personal day absences per shift to up to 4 authorized vacation absences per shift or any combination of up to 2 personal days per shift with the remainder being vacation absences not to exceed a combined total of 4 authorized absences per shift subject to the following conditions:
 - (a) The modification of the two and two absence rule shall not apply to Christmas Eve, Christmas, Thanksgiving, New Year’ Eve, New Year’s Day and the period of July 1 through Labor Day.
 - (b) This proposal is without prejudice to the present restrictions on absences for the Falmouth road race, Christmas parade, Fourth of July and the Annual Fireworks Display.
 - (c) The implementation of going to 4 authorized vacation absences per shift or any combination of up to 2 personal days per shift with the remainder being vacation absences not to exceed a combined total of 4 authorized absences per shift, subject to the above conditions, will be sixty days after the full operation of the new Central Communications Agency.

TOWN OF FALMOUTH

FALMOUTH POLICE PATROLMEN'S
FEDERATION