

LOCAL 379 – MCOP, AFL-CIO
July 1, 2012 – June 30, 2015

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**THE TOWN OF FOXBOROUGH
AND
LOCAL 379 MCOP, AFL-CIO**

The following contract, effective from July 1, 2012, to and including June 30, 2015, by and between, respectively, the Town of Foxborough, hereinafter referred to as the Town, and the Local 379, MCOP, AFL-CIO, hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the Town of Foxborough and such of its employees who are within the provisions of this Contract in order that a more efficient and progressive service may be rendered.

ARTICLE 1
RECOGNITION

The Town of Foxborough ("Town") recognizes the Massachusetts Coalition of Police Local 379, AFL-CIO ("Union") as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for a bargaining unit consisting of all permanent, full time patrol officers and sergeants in the Foxborough Police Department, but excluding the Chief, Deputy Chief, lieutenants, permanent intermittent officers, reserve officers, civilian dispatchers, administrative and clerical personnel, confidential, managerial, casual employees and all other employees of the Town.

ARTICLE I (A)
AFFIRMATIVE ACTION

The Town of Foxborough is committed to Affirmative Action in providing employment opportunities to minority groups and women. The appointing authority shall recruit, hire, train, and promote for all job classifications without regard to race, creed, religion, color, national origin, sex, or age; and base all such decisions on the individual's qualifications and ability to perform the work assigned.

ARTICLE II
DUES DEDUCTION

Subject to the provisions of General Laws, Chapter 180, section 17A, the Town shall deduct from the salary of any employee such amounts as the employee may specify in writing to the Town Accountant for the payment of Union dues. The Town will remit such amounts to the Treasurer of the Union. Any authorization may be withdrawn by an employee by giving at least 60 (sixty) days' notice in writing to the Town Accountant and by filing a copy with the Treasurer of the Union.

In accordance with the Massachusetts General Laws, any member of the bargaining unit who is not a member of the Union shall, as a condition of employment, pay on or after the 30th day following the beginning of his employment an agency fee which shall be

determined by the Union in accordance with applicable law. The agency service fee may be deducted in equal payments from the salary of an employee who signs a written authorization to that effect, in accordance with the provisions of Chapter 180, Section 17G of the General Laws, and transmitted directly to the Treasurer of the Union.

The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town for purposes of complying with this Article.

The Union shall provide the necessary authorization forms for use by employees. In accordance with the provisions of Chapter 180, section 17A of the General Laws, the Treasurer of the Union shall furnish the Treasurer of the Town a bond in a form approved by the Commission of Corporations and Taxation for the faithful performance of the duties in the sum and with such surety or sureties as are satisfactory to the Town Treasurer.

ARTICLE III **MANAGEMENT RIGHTS**

The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement. It shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- A. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices, and procedures for the conduct of the Town business and from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of

the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- G. To insure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless, in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.
- I. To make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include without limitation making payroll deductions from any subscribing employee. This shall not affect a unit member's ability to access dental insurance benefits through the union.

The above rights, responsibilities, and prerogatives are inherent in the Town Board of Selectmen and by virtue of statutory and charter provisions are not subject to review or determination in any grievance or arbitration proceeding.

ARTICLE IV VACATION LEAVE

Section 1. Scheduling

- a. Vacation shall be granted on a seniority basis.
- b. An officer will be allowed to use two or more consecutive days of vacation at a time provided the officer gives the Chief or his designee at least thirty (30) days advance notice in writing.

Employees shall be allowed to split their vacations and to take vacation one day at a time if requested. In holiday and heavy vacation periods, the Chief may limit the number of employees taking day at a time vacation leave. Employees taking such leave shall request such leave at least 24 hours in advance; such notice may be waived in a bona fide emergency.

Single day vacation requests which are not submitted in writing at least 48 hours in advance of the requested time off will be granted to the extent that they do not result in more than two officers per shift being off at one time. Seniority shall prevail where more than two officers request vacation time.

The parties agree that the phrase "two officers per shift being off at one time" in refer to officers who are off due to involuntary leave, including injured leave, sick leave, bereavement leave or an emergency personal day. Further, the phrase shall not refer to officers who are off due to training scheduled by the Department. (1998 side letter of agreement.)

Section 2. Taking of Vacation

With the exception of 10 days, which may be carried over to the subsequent year, all vacation time must be taken within the calendar year in which it is credited. However, once such vacation is accrued based upon the work performed by the employee, it cannot be forfeited by reason of absence due to illness or injury (on or off the job) where the employee does not return to duty in sufficient time to take the accrued vacation before the end of the calendar year. When such an employee returns to duty he shall be granted the vacation in the usual course of business. If such an employee terminates his employment by reason of resignation, retirement, or death then he (or his estate) shall be paid for such vacation which he has earned but not taken.

Section 3. Vacation Entitlement

a. Employees shall receive vacation leave as follows:

After one year of employment	two weeks of vacation
After the fifth year of employment	three weeks of vacation
After the tenth year of employment	four weeks of vacation

b. Vacation leave shall continue to accrue for the first three (3) months of any paid leave of absence.

ARTICLE V

A. Personal Illness:

- 1) ~~An employee's appointing or administrative authority may require a doctor's certificate before granting sick leave. Nothing herein shall be construed to prohibit the Town or the Chief of Police or their designees from investigating any absence where sick leave is claimed.~~
- 2) Following an employee's use of sick leave on three (3) consecutive scheduled work shifts, the Chief of Police may require a doctor's certificate from the employee to verify the need for such sick leave. Nothing herein shall be construed to prohibit the Town or the Chief of Police or their designees from investigating any absence where sick leave is claimed.
Employees on long term sick leave who exhaust their allotment under this article may be required to provide medical verification concerning (a) their fitness to

return to duty and (b) any incapacitation after the return to duty. Disputes concerning fitness and incapacitation under this paragraph shall be resolved by resort to a mutually selected third doctor who specializes in the particular medical field.

- 3) Effective July 1, 2013, each employee shall accrue one and one quarter (1.25) sick days per month up to a maximum of 260 days. Effective July 1, 2013, the previous sick time allotment shall be replaced with the following schedule: See attached list of current personnel sick leave balances as Attachment A.
- 4) Employees will be allowed to use up to four (4) personal illness days per year to attend to the needs of an ill family member of the employee's immediate household. The employee is required to notify the Chief or his designee when the employee is using a personal illness day for this purpose; such notice shall be in advance of the day except in cases of emergency. All other contract provisions applying to "personal illness" days shall apply to days used in this manner.
- 5) Employees who exhaust their allotment may apply for sick leave from the Sick Leave Bank. The Sick Leave Bank shall be established as follows:
 - a. In order to participate in the Sick Leave Bank and become a member of the Bank, each employee shall contribute on July 1, 2013, and each July 1 thereafter three (3) days from his or her sick leave accumulation to the sick bank in order to fund the bank. A day is defined as eight (8) hours. Officers who fail to contribute sick days on July 1, 2013, or who fail to make required contributions in any subsequent fiscal year shall thereafter cease to be members of the Bank and shall be ineligible to participate in the Sick Leave Bank. Notwithstanding the foregoing, in the event that a member of the bank has been compelled, due to documented illness or injury, to utilize all of his/her sick days in the previous fiscal year, said member may apply to the Sick Leave Board for a waiver of the contribution requirement for that fiscal year, in order to maintain membership in the Bank.
 - b. Sick days donated to the bank will not be counted as sick time usage for any purpose, except said days will be deducted from the contributing member's sick leave balance.
 - c. As soon as practicable following July 1 of each year, the Union shall transmit the list of officers making contributions and amount of the contributions to the Chief of the Department.
 - d. All unused days in the Sick Leave Bank shall carry over to the next year. In the event that the bank reaches 240 days, members shall cease contributing annual sick days to the bank until such time as the number of days in the bank falls below 240. In the fiscal year in which members'

donations will cause the bank to reach or exceed 240 days, the number of days to be contributed by each member shall be reduced, if necessary, so that the bank does not exceed 240 days by any more days than necessary.

- e. If the Sick Leave Bank is exhausted during a fiscal year, it shall be renewed by each member's contributing one (1) additional sick day at that time.
- f. A sick bank leave bank board ("Board") shall be established consisting of five (5) members: three (3) members in the bargaining unit designated by the Union, and two (2) members designated by the Town—one (1) being the Chief of Police and the other to be selected by the Town. In the event that the member applying to the Sick Leave Bank is a member of the Board, an alternate shall be designated by the Union. A majority vote of the members of this committee shall be necessary to grant sick leave under this article.
- g. Any member of the Sick Leave Bank seeking sick days from the sick bank must petition the Bank in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the severity and expected length of injury/illness. This medical information shall be considered confidential and shall not be released to any party except on a need to know basis or with written authorization from the applicant.
- h. Subject to the provisions in this Article, the committee shall determine eligibility and amount of leave granted based only on adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return and the member's attendance and employment records.
- i. Upon application to the Sick Leave Bank, the Board shall hold a hearing within seven (7) days and issue its decision in writing within seven (7) days of the hearing. The applicant shall be notified of the hearing and given the opportunity to appear before the Board at such hearing.
- j. Any initial grant of sick leave by the Board shall not exceed thirty (30) sick days. If need continues, re-application to the Board may be made for two (2) extensions, up to a maximum of thirty (30) sick days for each such extension. Notwithstanding the foregoing, the Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident.
- k. The granting of sick time from said bank will not be arbitrary or capricious.

- 6) The Town shall contribute one hundred (100) days at the inception of the sick bank for the purpose of establishing an initial deposit, beginning July 1, 2013. On June 30 of each of the next two (2) years, fifty (50) days shall be deducted from the Town's initial contribution. The Town's reimbursement will be reimbursed by the Union by June 30, 2015.

B. Injured Leave

The Town hereby agrees to compensate officers in compliance with General Laws, Chapter 41, section 100 and General Laws, Chapter 41, Section 111F for injury or incapacity sustained in the course and arising out of his employment by the Town, subject to the policy established by the Police Chief, including the provisions set forth in General Order 87-02, as amended, effective July 1, 1997. The Police Chief will make the final determination as to whether the Town will accept a claim for 41-111F or 41-100 benefits after reviewing the pertinent facts, reports, medical records and evaluations. Until the Chief determines in writing that a claim should be paid under 41-111F or 41-100, the Town has not accepted the claim. (See attached document on "General Order 87-02", dated 4/21/98).

C. Wellness Program

- 1) Purpose: In order to promote the continued health and welfare of the members of the Foxborough Police Department, a wellness program will be implemented effective July 1, 2013. The following guidelines will be implemented to ensure that this wellness program is operated effectively with no effect on staffing.
 - a. Guidelines: This program will allow the members of the Foxborough Police Department to participate in physical exercise in the Fitness Room of the Public Safety Building, for a period not to exceed forty-five (45) minutes during the officer's tour of duty on day two (2) and day four (4) of their assigned rotation. The following guidelines are in place to ensure the operational needs of the department are met and the safety of the officers involved in this program.
 1. The shift commander reserves the right to cancel or delay any scheduled wellness break until such time he or she deems necessary. If an officer's wellness break is disrupted or cancelled, it shall not be deferred to another shift.
 2. Officers may not take their wellness break within the first hour of shift nor the last hour of their assigned shift. This excludes officers assigned to administrative positions.
 3. Officers must notify communications over the radio that they will be on their "code 9." Notification over the radio is necessary to notify dispatch and the rest of the shift that they are out of service and not responding to calls for service.

4. Officers who are working out are considered out of service and will not be responsible for calls for service. Therefore, the other officers will be responsible to cover that officer's call for service. Those officers on a wellness break must be available for immediate dispatch in the event of an emergency.
 5. Only one (1) officer may exercise at one time. This workout may not occur when an officer is on their meal break. If this does occur, the officer on the meal break is responsible for answering calls for service. This excludes officers assigned to administrative positions. Officers must be aware of the staffing levels and calls for service. Officers shall discontinue their workout if it appears that there are excessive calls for service, or in the case of an emergency call, or at the direction of the shift commander.
 6. This exercise session must take place in the Fitness Room of the Public Safety Building.
 7. Those officers who are working out are to remain in the fitness area/locker room area, unless an emergency situation arises within the Public Safety Building.
 8. Officers must keep their portable radios with them.
- 2) This wellness program is for the personal, physical and mental wellness of the police officers of this department. Being a police officer is a stressful and strenuous job and being physically and mentally fit helps Officers to overcome the obstacles they face daily. For this program to succeed, there will need to be a teamwork approach to this program to allow officers time off from shift to work out.
- 3) Should an employee go six weeks without a use of sick leave, he/she will start receiving a \$12.00 per week stipend until a sick leave day is taken. After the six week period is over, the stipend will be paid again. The stipend will not be used for base pay purposes; nor will absence from duty due to an injury on the job count as sick leave (under the provisions of Section 111F of Chapter 41).

D. Employee Assistance Program

The Town realizes that each member of the association is a valuable asset to the community. It is vital that we conserve our people and make use of their knowledge, skills, and abilities.

Officers who suffer from an addiction to alcohol or drugs may come forward for treatment and will be allowed to use that portion of their accrued sick leave necessary to complete a recognized addiction treatment program. If an officer's performance is effected by his illness, his commanding officer may utilize treatment as opposed to disciplinary action.

Employees entering the Employee Assistance Program shall have the reasonable expectation that the nature and scope of their participation in the program is

privileged and confidential. Neither the Town nor the Union shall disclose to any individual or organization, unless so required by law, any information concerning an employee's participation in the Employee Assistance Program.

Once treatment is complete, the employee may be screened for one year on a random basis. Should the screen be positive, the employee at that time may face disciplinary action which may include dismissal.

Should an officer be discovered by the Command staff to have violated a criminal law concerning substance abuse, he/she will be disciplined and the provisions of this article may not be available.

E. Medical Records

Employees who are claiming sick leave or injured leave benefits may be required to release to the Town and its agents all medical records pertinent to making a determination of eligibility for such benefits. Such releases shall be produced in as timely a manner as possible. This section shall not be construed to allow the Town to impose an automatic requirement that employees produce doctor's certificates to verify sick leave.

F. Personnel Records

An employee shall be permitted to review his personnel file at reasonable times and shall have the right to submit a written statement in response to any information therein with which he disagrees, such statement to be included in the personnel file.

The Town shall maintain the confidentiality of medical files or information, limiting disclosure thereof only to those Town agents or employees with a need to know.

ARTICLE VI
HOLIDAY PAY - PERSONAL LEAVE

Each member of the Bargaining Unit will be guaranteed eleven (11) paid holidays. Those paid holidays will be as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriot's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	

Each member of the Bargaining Unit will be entitled, at his option, to either be granted a compensatory day off or be paid for same provided that compensatory days granted in

lieu of holidays must be taken within six (6) weeks of the holiday. Provided, however, that those employees intending to exercise their option to receive a lump sum payment for holiday pay shall notify the Chief by January 1st of the year preceding the fiscal year in which the holiday falls.

Each employee shall be granted one (1) day personal leave with pay. Application to and approval by the Chief of the Department will be required for said personal leave. There will be no justification required for granting of personal leave.

It is agreed that if the General Court of the Commonwealth of Massachusetts grants any additional days as holidays, which days are given to other employees of the Town, then those days will be granted to all employees covered in this Contract. The day or days shall be compensated as provided by holiday payments as set out above.

The granting of a personal day or accumulated day shall be subject to provision at least 24 (twenty-four) hours' notice. In the case of an emergency, the notice requirement may be waived by the Chief or his designee, for a requested personal day. For a requested accumulated day, the notice requirement may be waived in the discretion of the shift commander.

ARTICLE VII
SALARY AND WAGES

A. Salary Schedule:

	CURRENT	3 YEAR WAGE CHANGES: FY '13 – FY '15					
	FY '12	FY '13 1 st Half 7/1/12- 12/31/12 COLA	FY '13 2 nd Half 1/1/13- 6/30/13 COLA	FY '14 COLA	FY '14 WAGE ADJUSTME NT	FY '15 COLA	FY '15 WAGE ADJUSTME NT
Step							
Police Officer	<u>Base</u>	<u>1%</u>	<u>1%</u>	<u>2%</u>	<u>+3,864</u>	<u>2%</u>	<u>+3,942</u>
1	779	786	794	810	885	902	978
2	822	830	838	855	930	948	1,024
3	860	869	877	895	969	989	1,064
4	903	912	921	940	1,014	1,034	1,110
5	947	956	966	985	1,059	1,080	1,156
6	1,005	1,015	1,025	1,046	1,120	1,142	1,218
					<u>+6,078</u>		<u>+6,199</u>
Sergeant	1,176	1,188	1,200	1,224	1,340	1,367	1,486

B. Differentials

- 1) The differential for performing prosecutorial duties shall be \$23.00 per week.
- 2) The differential for performing detective duties shall be \$18.00 per week.
- 3) The differential for the K-9 officer shall be \$6.00 per week.

Said compensation shall be subject to a retirement deduction and for the purposes of computation of retirement allowance, shall be considered as salary and wages.

C. Taser Weapon Stipend

Every Officer certified to use a Taser (Electro muscular Incapacitation Device) and maintains certification shall be paid an annual stipend of \$150. This stipend shall be paid during the first pay period in December.

D. Pay will be provided to each Officer covered by this Agreement on a bi-weekly basis, effective July 1, 2013.

ARTICLE VIII
LONGEVITY PAY

Longevity pay shall be payable each year to all full-time permanent employees whose service has been uninterrupted as follows; effective July 1, 1992:

\$ 400.00	for five (5) or more years
\$ 450.00	for six (6) or more years
\$ 500.00	for seven (7) or more years
\$ 550.00	for eight (8) or more years
\$ 600.00	for nine (9) or more years
\$ 640.00	for ten (10) or more years
\$ 685.00	for eleven (11) or more years
\$ 720.00	for twelve (12) or more years
\$ 760.00	for thirteen (13) or more years
\$ 800.00	for fourteen (14) or more years
\$1000.00	for nineteen (19) or more years
\$1200.00	for twenty-four (24) or more years

Provided, further, that payment shall be made on the anniversary date of the employee's service. It shall be subject to a retirement deduction, and shall be considered as salaries and wages.

ARTICLE IX
K-9 OFFICER

It is agreed that the following will be terms and conditions applicable to the person designated by the Chief of Police as the K-9 Officer:

- A. The K-9 Officer's hours will be one-half (1/2) hour less per tour of duty.
- B. The K-9 Officer will be granted two (2) days per month for dog retraining with an agreement that said retraining will actually occur.
- C. The Town will provide a kennel for the Police Dog during any periods while the K-9 Officer is exercising his vacation benefits.

ARTICLE X
NIGHT DIFFERENTIAL

Section 1.

- a. Employees regularly assigned to the second and third shift tours of duty (and any impact shift within the same time frame adopted by the Town) shall receive the following night differential payments per week.

Effective July 1, 2008 \$55.00

- b. Those persons who are regularly assigned to work split shifts will receive weekly night differential proportionate to the average number of night hours worked in a six (6) week cycle.

Section 2.

- a. Night differential pay shall be included in base pay for the purpose of calculating overtime pay, effective July 1, 1986.
- b. ~~Night differential pay shall be considered regular compensation for pension purposes to the extent permitted by law.~~
- c. Night differential under this Article, and the specialist stipends under Article VII, shall be paid for the first four (4) weeks of any paid leave of absence.

ARTICLE XI
EDUCATION PAY

The Town agrees to appropriate the necessary funds to provide full payment under General Laws, Chapter 41, Section 108L, the Education Incentive Pay Bill. To be eligible for payments under this provision, an officer must have been a member of the

bargaining unit before July 1, 2010 and receiving or eligible to receive education incentive payments for an associates, bachelors or masters degree under General Laws, Chapter 41, Section 108L ("Quinn Bill"). The Town agrees to appropriate the necessary funds to provide full payment educational incentive payments under the Quinn Bill even if the Commonwealth fails to provide the Town the full statutory reimbursement and even if the statute is repealed, or amended.

Any officer who was a member of the bargaining unit before July 1, 2010 and does not have sufficient credits to qualify for education pay, shall notify the Chief of Police by February 11, 2011, of their intent to enroll in an eligible degree producing program shall be eligible for future benefits when sufficient credits have been earned.

Also, it is agreed that any member attending a course of study relating to police work and approved by the Chief of Police and the Board of Selectmen, will be reimbursed by the Town for the tuition charges upon completion of the course and provided a grade of "C" or better is earned. The Chief will submit the reimbursement request to the Board of Selectmen within 15 (fifteen) calendar days after the member has provided him with the required documentation. The Board will act on the request within 15 (fifteen) calendar days after the Chief submits the reimbursement request to the Board. Reimbursement will be within 15 (fifteen) calendar days after the Board's approval.

An individual will not be limited to one (1) course per semester provided there is an equitable distribution of existing funds among other Officers. Any individual intending to take any courses under this Article shall notify the Chief in writing on or before January 1st preceding the fiscal year in which the courses will be taken.

ARTICLE XII INSURANCE

A. Group Health

- 1) Notwithstanding any other provisions of this Contract, including without limitation those related to health insurance, the Union acknowledges that the Town has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (the "Health Insurance Reform Statute"), or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.
- 2) Effective September 1, 2013, the Blue Choice-POS Plan will no longer be available and the Town reserves the right to add plans to the current menu of options.
- 3) The Town's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Town's willingness to discuss and/or bargain about these matters is not a concession of any limitation on the Town's right to implement, without bargaining or agreement, anything covered by these items. These items are

presented with the express condition that they cannot be used to prejudice the Town's position in any pending or future matter.

B. Accidental Death

The Town of Foxborough shall provide for the term of this Agreement an Accidental Death Policy of five thousand (\$5,000) dollars for each Officer.

ARTICLE XIII
BEREAVEMENT LEAVE

- A. A leave of absence with pay calculated at straight time hourly earnings not to exceed three (3) days shall be granted in the case of death in an employee's immediate family, that is: spouse, child, legal ward, parents, sister or brother, grandparents, or member of the immediate household of spouse's immediate family. Said leave is available for all members of the Bargaining Unit if the funeral or necessary time off occurs during regularly scheduled work days.
- B. Bereavement Leave under this article is granted for the purpose of attending wakes and arranging for and attending funerals.
- C. The time off granted under this article shall be in addition to any other time off, scheduled or granted, under this agreement.

ARTICLE XIV
UNIFORMS

- A. The Chief of the Police Department, or some person under his supervision and control, shall supply the members of the Police Department, upon initial employment, those equipment items which in his judgment are required to properly carry out the law enforcement function.
- B. Each police officer, except an officer permanently assigned to plainclothes, shall receive the following annual uniform allowance for the replacement of uniforms: Effective July 1, 2005, the allowance will be \$625.00.
- C. An officer permanently assigned to plainclothes shall receive the following for replacement of uniforms or plainclothes: \$590.00. Effective July 1, 2005, the allowance will be \$690.00.
- D. Each newly appointed Police Officer, exclusive of any uniform allowance above, will be allowed five hundred seventy-five dollars (\$575.00) to purchase an initial issue of uniforms required. Effective July 1, 2005, the allowance will be \$675.00.
- E. Each Police Officer will be allowed four hundred eighty (\$480.00) dollars per year for the maintenance and cleaning of uniforms. Members of the Bargaining

Unit specifically, directly, and narrowly understand that having received this compensation, they have an obligation to present themselves cleanly and appropriately attired for all tours of duty. Effective July 1, 2006, the cleaning/maintenance will be \$580.00.

- F. Any uniform change required by the Town for members of the bargaining unit shall be paid for by the Town.

ARTICLE XV HEALTH AND SAFETY

A Health and Safety Committee of three (3) members of the Union shall meet with the Chief of Police from month to month to discuss and make recommendations for improvements of general health and safety of the employees.

ARTICLE XVI GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale. It is agreed that either the Town or the Union has the authority to file a grievance under the terms and conditions of this Article.

There shall be a Grievance Committee representing the Union made up of not more than three (3) permanent members of the Police Department.

A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement, and may be processed under the following procedure:

Written grievances shall:

- a) state the date of the alleged violation;
- b) list the express provision(s) alleged to be violated;
- c) specify in reasonable detail the facts supporting the alleged violation, and
- d) state the remedy requested.

A standard grievance form that includes sections for each of the elements of the above sections for written grievances shall be used for filing grievances.

B. Procedure:

Step 1:

Grievances must be first presented by the employee and/or the Union Representative to the Superior Officer involved within thirty (30) days of when the affected employee knew or should have known of the occurrence of the event giving rise to the grievance.

An earnest effort shall be made to adjust the grievance in an informal manner within seven (7) days of its presentation. The aggrieved employee may communicate with his representative over the Department communication system, telephone, or other available means to advise him of the employee and/or the Representative to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

Step 2:

If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Union and presented to the Chief of Police. The written grievance must be submitted to the Chief within seven (7) days after the grievant first becomes aware in Step 1 that the matter will not be resolved to the grievant's satisfaction. The Chief or, in his absence, his representative, shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty-four (24) hours after the meeting.

Step 3:

If the grievance is not resolved in Step 2, the Grievance Committee may pursue the complaint with the Board of Selectmen by submitting it to the Town Manager attached to a completed Step 3 Submittal Form provided by the Town. The submittal must be within seven (7) days from receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Board of Selectmen shall meet with the Grievance Committee within thirty (30) days to discuss the grievance and will answer the grievance in writing within ten (10) days after the meeting ends.

Step 4:

If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted within forty-five (45) days of when the Step 3 answer is due to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. The Award of the Arbitrator shall be final and binding upon the parties covered in this Agreement.

Any dispute arising between an employee(s) and employer which is submitted as a grievance for resolution under this Agreement, shall not be arbitral under any section of this Agreement, if such dispute or grievance is a suitable matter for submission to the Massachusetts Civil Service Commission, unless the employee in writing waives his rights under Civil Service.

All time limits herein shall consist of calendar days. The time limits shall be considered maximum time limits unless extended by mutual agreement in writing. Failure of the employee or the Union to act on the grievance within the prescribed time limit will act as a bar to any further appeal. The failure of the Board of Selectmen and/or any of its

agents to give a decision within the time limits shall only permit the Union to proceed to the next step.

- C. The Union shall be entitled to submit grievances in the name of the Union in the same means provided therein for employees. Said submission to start at Step #3 in the Grievance Procedure.
- D. The Union, on behalf of its membership, specifically agrees that if an item to be grieved is also covered under the rules and regulations of the Civil Service Commission, that members of the Union will elect to either pursue their rights under the Civil Service Rules and Regulations or waive their rights thereunder and pursue their rights under the aforementioned Grievance Procedure, but in any event they will not be entitled to pursue their rights under both. The member shall make the election at the point under civil service law where the member has the right to appeal the Town's decision to the Civil Service Commission. To elect arbitration, the member or the Union must file a grievance within thirty (30) days of the Town's decision. The grievance will be considered to be at Step 4. Within forty-five (45) days of the date it is filed, it must be submitted to the American Arbitration Association in accordance with its rules. A failure to file the grievance within the thirty (30) day time period and/or a failure to submit the grievance to arbitration within forty five (45) days thereafter shall constitute a waiver of any right to appeal the Town's decision to arbitration.

ARTICLE XVII
NO STRIKE CLAUSE

- A. No employee covered by this Agreement shall engage in, induce, or encourage any strike (whether sympathetic, economic, or otherwise), work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services. The Town agrees not to conduct a lockout.
- B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith publicly disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work immediately.

ARTICLE XVII
COURT TIME

Any officer on duty at night or on vacation, furlough or a day off who attends as a witness or in another capacity in the performance of his duty in a criminal matter or in a civil matter in any cases pending in any District Court, including the Municipal Court of the City of Boston, the Juvenile Court of any Superior Court, or before any Grand Jury proceedings or in conference with the District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding or who is required or requested by any city, town, State or Federal Government, or any of the subdivisions or agencies of any of the foregoing, to attend or appear before any department, agency, board, commission, division or authority, or official of the State or Federal Government or subdivision or agency of any of the foregoing, or who attends as a witness or in another capacity in the performance of his duty for the Government of the United States, the Commonwealth or the Town in a criminal or other cases pending in a Federal District Court or before a Grand Jury proceeding or a United States Commissioner or in conference with the United States Attorney or Assistant United States Attorney or at any pretrial conference or any other related hearings or proceedings, shall be entitled to overtime compensation at the rate of three (3) hours minimum at a time and one-half rate and time and one-half thereafter.

ARTICLE XIX
OVERTIME

Assignments for overtime shall be made by the Chief or Executive Officer according to the overtime list on the following basis:

Sergeant Tour of Duty: When a Sergeant's slot is filled it will be first be offered to other Sergeants.

Officer Tour of Duty: When a patrol officer's slot is filled it will first be offered to members in that classification.

- A. Overtime shall be offered first to regular full-time permanent civil service police officers. Such overtime will be equally distributed among regular full-time officers available for such work. In the event there is no volunteer for a shift the Town decides to fill, a regular full-time permanent officer may be held over or ordered in.
- B. All overtime will be at time and one-half rate for all hours in excess of eight (8) hours per day and forty (40) hours per week.
- C. Off-duty police officers who are called in to work are required to come to the Department during the call-in period and will be paid a four (4) hour minimum at time and one half rate for such recall.

Officers called in early prior to a scheduled shift who work into the shift shall receive overtime for the actual work performed prior to said shift, provided that such employees shall receive a minimum of one-half hour overtime in such situations.

- D. Special Assignments - From time to time unique emergency police situations develop. The Chief, Executive Officer, or Sergeant in charge of a shift, may, without regard to the overtime list, assign to this emergency situation a member who, because of their specialized knowledge, training, or skill are uniquely qualified for that emergency situation. Such assignment shall be made only for the limited purpose of handling the unique emergency situation and shall not extend beyond its completion. In any event, such assignment shall not exceed sixteen (16) hours in any seven (7) day period. All hours worked shall be charged to the member working the same for the purpose of computing overtime standing.

ARTICLE XX SENIORITY

- A. Seniority within the Union shall commence from the date of appointment as regular full-time members thereof, to be determined by the marks achieved by Officers entering on the same date.
- B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off suspension, or any leave of absence, or any call to Military Service for the duration.
- C. The Union agrees that if any employee resigns voluntarily or is discharged for just cause, his reinstatement to seniority will be in compliance with General Laws, Chapter 31, Section 15C.
- D. In the event of reduction in force, lay-off shall be in inverse order of hiring and any recall to work shall be by seniority.
- E. When a permanent opening occurs within a shift, the senior Police Officer within the rank who requests the same in writing shall be given the vacancy provided, however, that the vacancy shall be posted in a conspicuous place for at least three (3) days prior to filling said opening. If the senior Police Officer is not given the vacancy, the Chief of Police will supply him with a reason why he has not been granted the vacancy.
- F. Operational Transfers

For operational reasons relating to manpower and deployment, the Chief may, with a minimum of 48 (forty-eight) hours' notice, temporarily transfer an employee to another shift, without a resulting transfer of another employee. Such transfers shall be offered first on a voluntary basis, by seniority. Failing

volunteers, the least senior employee shall be assigned. Such transfers shall ordinarily be made only for operational reasons expected to last two (2) weeks and shall not exceed six (6) months. In any event, the transfer shall be limited in time to the duration of the operational reasons.

- G. For purposes of bidding shifts and selecting vacations, seniority shall commence from date of appointment within rank. Employees appointed on the same date shall have their seniority determined as follows: first, by the mark on their civil service examination which resulted in the eligible list from which appointment was made; and then, if necessary, by the date of appointment as permanent full-time police officer in the Foxborough Police Department.
- H. Officers of equal rank who mutually agree may swap shifts for up to ninety (90) days as long as such agreement: (1) is reduced to writing, (2) is approved by the Chief, and (3) imposes no additional cost upon the Town of Foxborough.
- I. In clarification of the definition of seniority under this article, seniority shall not include any time spent as a permanent intermittent officer, nor shall it include time in other Police Departments by officers who transfer into the Foxborough Police Department. Accordingly seniority shall commence from the date of appointment as a regular full-time permanent member of the Foxborough Police Department, without regard to service in other towns and without regard to service as a permanent intermittent.

ARTICLE XXI
EXTRA PAID DETAIL

The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by an outside individual, group, corporation, or organization.

- A. All extra paid details will be offered to regular Officers first. Said details to be assigned by the Chief of Police, or his representative, as set out hereafter on a voluntary basis. Each member of the Police Department will sign a card indicating his availability to work paid details which are available to him. The aforementioned paid details will be distributed among regular Officers from a seniority list on a rotating basis, and a record will be kept of the distributions of all paid details, including the dollar value of same and acceptances and refusals.

The officer assigned to the desk will be responsible for filling details in accordance with the provisions of this Article. In the discretion of the Chief, an officer may be assigned to assist the desk officer in filling details.

B. The following rates shall be in effect for details worked by Foxborough police employees:

- 1) School Department Details – Members of the bargaining unit assigned to a School Department Detail shall be compensated at an hourly rate based on time and a half the step 6 pay of a patrol officer as set forth in Article VII (c) minus \$4.6750. The hourly rate will be rounded off to the nearest dollar. Notwithstanding the foregoing, the hourly rate shall be as follows:

Effective 7/1/13 \$39

Effective 7/1/14 \$40

Effective 6/30/15 \$41

- 2) Labor Dispute Details – Members of the bargaining unit assigned to a Labor Dispute Detail shall be compensated at one and a half times the detail rate. A minimum of two (2) officers shall be assigned to Labor Dispute Details.

- 3) All Other Details – Members of the bargaining unit assigned to details other than School Department Details and Labor Dispute Details shall be compensated at an hourly rate based on time and a half the Sergeant's base salary set forth in Article VII(c), minus \$5.25. The hourly rate will be rounded off to the nearest dollar. Notwithstanding the foregoing, the hourly rate shall be as follows:

Effective 7/1/13 \$45

Effective 7/1/14 \$46

Effective 6/30/15 \$47

- 4) Detail Minimum Pay - The minimum compensation for all details shall be four (4) hours. If an officer is assigned to work and does work more than four (4) hours at a detail other than a School Department Detail (as defined above) or a Town detail (paid for by any Town Department where no administrative fee is charged), the officer will be paid eight (8) hours.

Weekend/Holiday Detail Pay Rate:

Any detail worked on weekends and holidays shall be compensated at a rate that is five dollars (\$5.00) per hour greater than the existing detail rate effective 7/1/2009. Weekend details shall be any hours worked after 4:00 p.m. on Friday through 5:00 a.m. on Monday, regardless of start time. Holiday details shall be those that are worked on any day listed under Article IV. This weekend

rate/holiday rate shall not apply to Town and School Department Details as listed above in section B1.

Members of the bargaining unit assigned supervisory responsibility over 3 or more officers, shall receive additional compensation equal to one (1) hour pay, detail pay rate per event, in recognition of their supervisory role. These supervisory positions shall be offered to members of the bargaining unit first. This shall also apply to details, other than those at Gillette Stadium, which involve such assigned supervisory responsibility.

The Union agrees to encourage its members to work all details covered by this section for which they are eligible. The Town agrees to post notice of all upcoming events in a timely manner so that members of the bargaining unit may plan for the event.

Said rates reflect the special assignments performed by Foxborough police and/or their supervisory role.

- 5) Details shall be paid in increments of one half hour, measured to the next one half hour increment.
- 6) An officer who is assigned to work and does work more than eight consecutive hours at any detail assignment shall be compensated for all hours beyond the eight hours at one and a half times the applicable hourly detail rate.

ARTICLE XXII **DISCIPLINARY ACTION**

- A. No tenured employee shall be disciplined under G.L. C. 31, S. 41 except for just cause and in accordance with prescribed procedures. Employees disciplined under G. L. C. 31, S. 41 may appeal under S. 42 and/or S. 43 as the case may be.
- B. At any hearings or interviews where an officer's job is in jeopardy, he may have the right to a representative (who may be an attorney) present on his behalf. Investigatory interviews shall not be unduly delayed by reason of the unavailability of a representative.

ARTICLE XXIII **HOURS OF DUTY**

- A. It is agreed that the work schedule of the Union will be reflected in a schedule whereby each member of the Bargaining Unit will work four (4) consecutive days and be off two (2) consecutive days.
- B. The regular hours of duty of the Union will be from 8:00 AM to 4:00 PM; 4:00 PM to 12:00 AM; and 12:00 AM to 8:00 AM.

The Chief may, from time to time, establish other shifts to meet the Department's operational needs, e.g. and impact shift (May to October) or other seasonal shifts (e.g. Christmas), provided that:

- 1) a minimum of fourteen (14) days' notice is given;
- 2) volunteers are sought for such shifts; and
- 3) in the absence of volunteers, the most junior employee(s) will be assigned.

C.

- 1) In the exclusive discretion of the Chief, specialist positions can be established and assigned to meet the needs of the Department. The establishment and assignment of any position shall not limit the Chief's right to determine that the position should not be filled.

- 2) These positions will include but not be limited to:

Court Officer/Prosecutor	Investigative Sergeant
Crime Prevention/DARE Officer	Youth Crisis Officer
Administrative Officer	Traffic Enforcement Officer
	Detectives

- 3) Said specialist positions will be assigned either to a four-and-two or a five-and-two work schedule, subject to impact bargaining as provided in subsection (5) below. If the position is assigned a five-and-two schedule, the officer will be guaranteed the eleven paid holidays and six (6) additional days off per year as set forth above as days off.
- 4) It is agreed that the existing schedule (5 and 2) will remain in effect for the following positions: Court Officer/Prosecutor; Crime Prevention/DARE Officer; Administrative Officer; Investigative Sergeant. Any change in the five-and-two schedule for these positions can be accomplished only through successor contract bargaining.

-
- 5) The Town will meet any and all obligations it has under c. 150E with respect to any change related to specialists in the Department by negotiating pursuant to c. 150E over:
 - a. any stipend/monetary benefits for a specialist position; and
 - b. the work schedule, if the schedule varies from any of the existing work schedules within the department.

- D. The Relief Sergeant shall work an amended duty schedule such that two (2) 0000-0800 shifts will be worked, eight (8) hours will be off, and then two (2) 1600-0000 shifts will be worked.

E.

- 1) Employees assigned to the police academy for initial recruit training shall work a regular work week consisting of five (5) days and the hours regularly scheduled at such academy.
- 2) The Chief may alter the work schedule of an employee assigned to other training or education, provided that the employee shall suffer no loss of regular days off (e.g. if the training occurs during a so-called "short" work) as a result of such training. Employees whose assignments under this paragraph result in the net loss of a regular day(s) off shall receive a compensatory day(s) either before the training assignment or within a week of return, to be scheduled at the option of the Chief.

ARTICLE XXIV
LEAVE OF ABSENCE

Leaves of absence shall be governed by G.L. C. 31, S. 37.

ARTICLE XXV
PERFORMANCE EVALUATION

The parties agree to the performance evaluation system set forth in the following documents: "Employee Performance Evaluation/Career Development", the "Performance Evaluation Form" and the "Performance Evaluation Point System".

ARTICLE XXVI
STABILITY OF AGREEMENT

No amendment, alteration, or variation of the terms or provisions of this contract, by understanding or course of dealing, shall bind the parties unless reduced to writing and signed by the Board of Selectmen and the Union President.

ARTICLE XXVII
MISCELLANEOUS

A. Eligibility for Extra Work

Employees absent due to illness or injury shall not be eligible for overtime work or paid details for the 24 hour period following the end of the shift he would have worked had he not been absent due to illness or injury.

B. Civilian Dispatchers

The Town of Foxborough (the "Town") and Local 625, International Brotherhood of Police Officers (the "Police Union") hereby agree that the following terms and

conditions will constitute a complete settlement of any issues concerning the Town's implementation of civilian dispatchers in the Foxboro Police Department.

- C. Unless the Contract expressly provides otherwise, paid leave granted under the provisions of the Contract shall be accrued on a calendar year basis and must be used in the year in which it is accrued or be lost.

The Town will be allowed to implement civilian dispatchers in the Police Department; the Police Union acknowledges that the Town has met any bargaining obligation that it had with respect to the implementation of civilian dispatchers and releases the Town of any and all claims related to the implementation of the civilian dispatchers.

Should Police Department employee layoffs due to budgetary constraints occur in the future, the Town agrees that the civilian dispatchers will be laid off before any permanent uniformed personnel (police officers).

ARTICLE XXVIII

M.G.L. c. 41, s. 96B (NEWLY APPOINTED POLICE OFFICERS)

Notwithstanding any other provisions of the contract, the employment of newly appointed police officers is governed by the provisions of M.G.L. c. 41, s. 96B, as amended.

The Family and Medical Leave Act will be administered under the FMLA policy attached as Appendix A.

ARTICLE XXIX

SUBSTANCE ABUSE

A. Substance Abuse Policy

The Town of Foxborough is committed to protecting the health, safety and welfare of its employees by providing a work environment that is free of the direct and indirect effects of substance abuse. The Town intends to preserve its professional standards of excellence and it will not allow substance abuse to impede its ability to provide our citizens with quality municipal services.

Accordingly, the Town has developed the following guidelines on controlled and illegal substances. These guidelines are designed to ensure that the workplace is safe and productive. They articulate the Town's position that substance abuse will not be tolerated. The guidelines also reflect the Town's concern for employees who have a substance abuse problem and encourage those individuals to seek counseling and treatment.

The Town emphasizes its commitment to the welfare of its employees and citizens and to a quality work environment that is free of substance abuse.

This provision replaces any existing general orders (including General Order 87-01), procedures, rules and regulations, standards of conduct and management rights related to members of the bargaining unit.

B. Treatment and Assistance

The Town supports its employees in seeking professional help and treatment of substance abuse problems which may affect their personal lives or job performance. To that end, sick leave is available to any Town employee pursuing treatment of a substance abuse problem through their medical doctor or a treatment facility specializing in substance abuse problems provided the employee seeks the assistance prior to the problem affecting the workplace and/or the employee's ability to perform job duties.

An employee's job will not be jeopardized solely for seeking help for substance abuse problems. However, such participation by itself does not protect an employee from appropriate disciplinary action if the problems affect the workplace and/or the employee's ability to perform job duties.

C. Substances Addressed

The following are definitions of substances that are subject to the Guidelines (The definitions are supplied for informational purposes only and are not meant to be all-inclusive):

1) Alcohol

Includes alcoholic beverages such as: beer, wine, liquor cordials, etc.

2) Controlled / Illegal Substances

Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substances prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also pertain to any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs used in prescribed manner do not fall under the definition of controlled/illegal substances, but employees who are required to take prescription medicine that has negatively affected or has the potential to negatively affect their ability to perform their job duties shall notify the Chief immediately.)

D. Prohibited Activities

The following activities are prohibited except where they are authorized as part of an officer's performance of the officer's duties:

- 1) The consumption of alcohol on any of the Town's office or work premises, whether or not the consumption takes place during regular business hours. This does not apply to appropriate use at Town-sponsored functions, events or meals.
- 2) Possession on Town office or work premises of any alcohol container that is not in its original manufacturer's container with unbroken seals (except for Town-sponsored events as noted above).
- 3) The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on the Town's office or work premises or while engaged on Town business away from the Town's office or work premises.
- 4) Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or prior to reporting for duty to the extent that this consumption interferes with an employee's ability to come to work and/or job performance, causes the employee to be a potential safety risk to himself or herself, the public, or the employee's co-workers or unnecessarily risks damage to Town property.

E. Disciplinary Action and Possible Consequences

Employees are subject to disciplinary action, which may include dismissal, if they:

- 1) engage in any of the prohibited activities described above, or
- 2) engage in such prohibited activities which result in, or cause, actually or potentially adverse publicity affecting the Town's practice, reputation or its ability to serve the public.

F. Reporting Procedures

1) Procedures

Procedures for reporting substance abuse problems should balance the Town's intolerance for substance abuse with the privacy, trust and concern of employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:

- a. Any employee who has a reasonable suspicion or who observes prohibited substance abuse actions by a co-worker, subordinate or superior must bring the matter to the attention of the Police Chief, Deputy Police Chief and/or the Town Manager. The Supervisor shall bring the matter to the attention of the Police Chief and/or Town Manager. In no event should these matters be discussed with any other employee.
- b. Any suspicion or confirmation of substance abuse is a sensitive matter and is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals described above may themselves be subject to disciplinary action which may include termination.

2) Searches and Testing

To protect the health, safety and welfare of its employees, the Town reserves the right to require any employee to submit to a search of their personal property and/or testing when probable cause exists as to the possession and/or consumption of controlled or illegal substances as described under Prohibited Activities. Probable cause is defined as an apparent state of facts and/or circumstances found to exist which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics. The Town reserves the right to search all areas of Town office property, as well as employees' personal property brought onto Town office property, including but not limited to offices, files, briefcases, desks, (lockers), etc. All searches and tests will be conducted only by personnel with the express authorization of the Chief. No exceptions will be made.

Furthermore, the Town reserves the right to require a suspected employee to submit to chemical and/or medical tests administered by a qualified physician or laboratory of the Town's choice or to submit to a breathalyzer test administered by a qualified breathalyzer operator. The Town will use the testing company and testing methods used by the Town to perform such testing for DPW employees required to have CDL licenses. If this test result is positive, the employee may be requested to undergo more precise tests. An employee's failure to comply with the Town's request for a search and/or test is grounds for disciplinary action which may include dismissal.

ARTICLE XXX
DURATION

The duration of this Agreement shall extend for a three-year term, July 1, 2012 through June 30, 2015 and shall automatically remain in full force from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to Town Meeting of its desire to modify the Agreement. In the event notice is given, negotiations shall begin within twenty (20) days of said notice. This Agreement shall remain in full force and be effective during the period of negotiations until signing of a new Agreement or until notice of termination of this Agreement is provided the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten days (10) prior to the desired termination date which will, in any event, not be before the expiration date of June 30, 2015, as set forth in the first paragraph above.

Signed and sealed this _____ day of May, 2013

LOCAL 379 MCOP

Richard H. Brown

Scott E. [Signature]

[Signature]

[Signature]

[Signature]
TOWN Manager

TOWN OF FOXBOROUGH

James J. [Signature]

[Signature]

[Signature]

[Signature]

Virginia M. Coppola

APPENDIX A

FAMILY AND MEDICAL LEAVE POLICY

Family and Medical Leaves of Absence

A. Purpose:

The Family and Medical Leave Act (“FMLA”) of 1993 allows eligible employees twelve (12) weeks of unpaid leave (“FMLA Leave”) per year under the circumstances outlined below. Employees may take leave for the following reasons:

1. birth of the employee’s child or placement of a child with the employee through adoption or foster care;
2. the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
3. the employee is unable to perform the functions of his or her position because of a serious health condition.

“Serious health condition” is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

B. Use Paid Leave First:

Employees may be required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA Leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child may be required to use all accrued vacation and personal time. Employees who take leave because of their own serious illness may be required to use all accrued vacation, personal and sick time. The appointing authority will review each request on a case by case basis.

C. Eligibility:

To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

D. Conditions:

1. Twelve Weeks. Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or care of a sick parent.

2. Notice. Employees wishing to take FMLA Leave must give thirty (30) days' notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

E. Certification:

Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense.

F. Reduced Schedule Leave:

If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule.

G. Benefits:

1. Health Coverage. Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

2. Other Benefits. Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Unless otherwise specified in the police contract, employees do not accrue sick, vacation or personal time while on leave in excess of 30 days.

H. Sick Leave, Injured Leave or Other Absences:

Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical leave, which shall run against the twelve weeks allowed under this policy.

I. Return to Work:

Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits, subject to the terms of the collective bargaining agreement and Department rules,

regulations and procedures. Employees should contact the Police Chief or his designee at least two weeks before their return date to make arrangements.

ATTACHMENT A: Sick Leave Balances as of July 1, 2013:

Member	Hire Date	Yrs.	Current	New
Brian Gallagher	6/11/1989	24	210	260
Charles Gallagher	10/8/1995	17.8	180	210
David Foscaldo	9/11/2000	12.9	120	150
Douglas Miller	12/19/1996	17.6	180	210
Francisco Azevedo	4/26/1995	18.2	180	225
James Cannata	9/26/2005	6.9	80	95
James Fahey	10/21/2012	1	30	30
James Payne	12/10/2007	5.5	80	80
John Chamberlin	9/11/2000	12.9	120	150
John Thibedeau	5/12/1989	24	210	260
Joseph McDonald	2/17/1991	22.4	210	240
Kerry Kilroy	10/3/2004	8.8	80	125
Lucas Drayton	10/14/2007	5.8	80	80
Mark Bohnenberger	3/3/2008	5.3	80	80
Michael Grace	5/16/1999	14.2	120	180
Patrick Hoffman	5/9/2011	2.1	50	50
Patrick Mattson	5/9/2011	2.1	50	50
Patrick Morrison	12/10/2007	5.5	80	80
Richard Noonan	5/16/1999	14.2	120	180
Scot Taggart	3/22/1987	26.3	260	260
Scott Austin	6/28/1987	26	260	260
Scott Hodson	10/23/1996	17.8	180	210
Shawn Buckley	9/26/2004	8.5	80	125
Shawn McKay	9/5/2004	8.5	80	125
Stephen McGrath	9/17/2006	6.5	80	95
Timothy O'Leary	8/30/1987	26	260	260
Valesay Collins	6/25/2012	1	30	30

Effective July 1, 1997

GENERAL ORDER 87-02

SUBJECT: 41-111F; Sick Leave

The purpose of this order is to establish department policy concerning absences of employees from duty because of sickness or injury. It is effective immediately superseding all previously issued rules, orders and other directives.

1. OFFICERS INJURED WHILE ON DUTY

In accordance with the standards set forth under Massachusetts General Laws Chapter 41, section 111F, when an officer sustains an injury through no fault of his own, either while in the actual performance of his duty or when assigned to any authorized special duty, the officer will receive benefits under 41-111F. The burden of establishing that the injury exists and meets the standards for injured leave set forth under Chapter 41, section 111F, rests with the officer. The officer shall cooperate fully with the Department in obtaining any and all medical and other information relevant to the determination of the validity of the 41-111F claim.

The Chief of Police will make the final determination of whether the claim qualifies for 41-111F, after a review of all available investigative reports, medical records and evaluations. The Chief's formal approval of 41-111F claims is required to establish the Town's acceptance of the claim.

2. MEDICAL TREATMENT AND EVALUATION OF OFFICERS INJURED WHILE ON DUTY

When an officer is injured in the performance of duty, to the extent that immediate medical treatment is necessary, the Commanding Officer shall have the officer transported to the hospital for examination/treatment by a physician or specialist whose expertise includes the type of injury/condition in question (hereinafter, physician and specialist will be referred to as "physician"). No officer shall be released from duty until he is so examined/treated or until his tour of duty has ended. No overtime will be authorized or approved in order that the examination/treatment may be completed.

Transportation to the hospital will be provided in a Department vehicle. Upon completion of the examination, the officer shall call headquarters and request transportation back to the station, unless the officer is held for treatment.

The Department may require from such an officer a detailed medical report of his current condition, signed by an attending physician. The Department may also require a medical release from the officer for all medical records relating to the officer's claim so that the Town's physician can obtain and review hospital, clinical and other medical information concerning the diagnosis and treatment of the officer.

As soon as possible after the initial medical treatment, the Department may require the officer to be evaluated by a physician designated by the Department. The Department may also require that the officer be monitored by the Department-designated physician and other medical professionals designated by the Department.

3. INJURED OFFICER'S REPORT

When an officer is so injured, he shall submit a written report prior to the end of his tour of duty, recounting in detail the circumstances under which the injury or disability was incurred. The report shall include the time, date, exact location, weather and lighting conditions (when relevant), together with the names and addresses of any witnesses to the event and all other information relevant to the incident.

An officer who is so severely injured while on duty that he cannot submit the written report during or upon completion of his tour of duty, shall submit such report as soon as he is able to do so. In the event that an injured officer cannot submit a written report in a time manner, the Commanding Officer or his designee shall procure an oral report from the injured officer. Such oral report shall not relieve a disabled officer from the necessity of submitting a written report as soon as he is able to do so.

4. INVESTIGATIVE REPORTS

The immediate supervisor of an officer who reports that he is injured or disabled while on duty shall lead an investigation of the incident as soon as is practicable. An investigative report shall include, but not be limited to, all of the following:

- a. A Registry of Motor Vehicles accident report whenever a motor vehicle is involved.
- b. Visiting the scene of the incident, recording relevant details.
- c. Interviewing the injured officer, other officers and other witnesses having knowledge of the incident.
- d. A confirmation of any medical diagnosis.

Upon concluding the investigative report, the immediate supervisor shall submit a written report to the Commanding Officer, which shall include but not be limited to:

- a. Whether the reported injury or disability did or did not occur as the officer reported.
- b. Whether the officer(s) involved adhered or did not adhere to Police Department procedures.

- c. Whether the incident was the result of carelessness, negligence, or improper conduct by any person or persons.

5. COMMANDING OFFICER'S REPORT; CHIEF'S DECISION

Upon reviewing the investigative report, the Commanding Officer shall take such other investigative steps as the Commanding Officer deems appropriate. The Commanding Officer shall submit a written report to the Chief of Police which includes all investigative reports and any available medical records. The Chief will make the final determination as to whether the officer should be placed on injured leave after a review of all available investigative reports, medical records and medical evaluations.

6. REGULATIONS GOVERNING OFFICERS ABSENT FROM DUTY BECAUSE OF SICKNESS OR INJURY

The Chief of Police may not allow pay from accumulated sick credit or for injury-on-duty status:

- a. If the reported sickness or injury proves to be feigned, simulated or exaggerated in any respect;
- b. Arises from over-indulgence in alcohol or the illegal use or abuse of narcotic drugs;
- c. If the officer shall fraudulently, by concealment, false statement or otherwise seek to deceive or mislead an attending physician or surgeon concerning his case;
- d. If the officer refuses or fails to conform to the care instructions of his physician or the Town's physician (to the extent that the Town physician's care instructions do not conflict with the care instructions of his physician);
- e. If the officer fails to cooperate with the Department in obtaining medical or other evidence relating to his incapacity and treatment, including initial and follow-up evaluations and monitoring by the Department-designated physicians and medical professionals;
- f. Deleted.
- g. As to on-duty injuries, if the injury arises from gross negligence or improper conduct as defined under 41-111F, injured pay shall not be allowed, but accumulated sick leave may be used;

- h. If the officer works in any other capacity while out on sick or injured leave, except if the officer has received the express, written permission of the Chief to do so while on sick or injured leave;
- i. If the officer does not making diligent efforts to rehabilitate himself to return to full duty as soon as possible;
- j. If an officer directed to return from injured leave or sick leave, requests to use sick leave or injured leave for the same condition;
- k. If an officer fails to meet any of the officer's obligations under the procedure outlined under this General Order; or
- l. Except where the provisions for a third physician are activated, if the physician designated by the Department determines that the officer is fit to return to duty, the officer has been requested to do so, and the officer does not return to duty. Where the third physician provisions are activated, the third physician report shall be the basis of the request to return to duty.

7. RECURRENCE OF INJURIES

When an officer has returned to duty following an injury received in the line of duty and later reports that he has sustained a recurrence of that injury which requires further absence from duty, the procedure described herein for initial claims shall be followed to the extent it is applicable.

8. INDEMNIFICATION

The Town shall indemnify an employee for reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for chiropody incurred as a result of an injury determined by the Chief to be compensable under 41-111F, pursuant to the procedure set forth in M.G.L. c.41, §100, upon receipt of the attending physician's medical reports detailing the specific injury that relates to the claim and the treatment therefore.

9. RETURN TO DUTY; FAILURE TO RETURN TO DUTY

In the event that an officer fails to return to duty from sick or injured leave after being requested to do so by the Chief (based on the report of the Town's physician or, where applicable, a third physician), the officer's status shall be changed to "Absence Without Leave" as of the date he failed to return to duty and he shall be removed from the payroll. In addition, the officer may be subject to disciplinary action, up to and including termination.

10. PHYSICIANS' CONSULTATIONS

One physician who has been attending a member of the Department absent because of a claimed injury incurred in the line of duty, shall be afforded a reasonable opportunity to consult with the Town-selected physician as to the officer's fitness to resume police duty.

In the event that the officer's physician disagrees with the Town's physician as to the officer's fitness for duty, the officer's physician shall provide the following information to the Town in writing within 5 calendar days of when the officer is advised that the Town's physician has determined the officer fit for duty:

- An up to date evaluation of the officer's condition, including a diagnosis, a prognosis, an evaluation of the officer's ability to return to full duty, an opinion as to when the officer can return and the specific areas of disagreement with the Town's physician.

The providing of this information will establish that there is a conflict of opinion between the physicians. In the event that a conflict is established, the employee's physician will fully cooperate in consulting with the Town's physician to choose a third physician. The Town may assist in the coordination of this process.

In the event that there is no agreement on a third physician, a third physician will be selected from the Lahey Clinic or a satellite office of Lahey Clinic, with the assistance of the Lahey Clinic. The third physician will examine the officer and provide a written opinion as to the officer's fitness for duty. The third physician's opinion will determine whether and to what extent the officer remains on injured leave or is fit to return to duty.

11. VISITATION OF SICK AND/OR INJURED EMPLOYEES

An employee absent from duty because of sickness or injury may be visited by the Chief or his designee for the purpose of determining the legitimacy of such absence at any time during the absence and it shall be the responsibility of such officer to present himself to the Chief or his designee.

The person assigned to make such a visit shall report all observations made of the sick or injured officer to the Chief of Police.

12. MONITORING ONGOING CLAIMS

The Department's initial determination of the validity of a claim, under the procedures and criteria set forth herein, shall not in any way limit its ability to apply the applicable procedures and criteria for ongoing claims.

The employee's obligation to fully cooperate with the process continues with respect to the Department's review of ongoing claims.

13. RETIREMENT, DISCHARGE PROCEEDINGS

Nothing herein shall affect in any way the Department's ability to initiate retirement proceedings or discharge proceedings for an officer who is medically incapacitated or who represents that he is medically incapacitated from resuming duties as a police officer.