

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Teamsters Local 25 Boxford Police Patrol Officers**  
**&**  
**Town of Boxford**

**July 1, 2023 – June 30, 2026**

Upon ratification, the following are agreed upon changes or additions to the existing agreement with an expiration date of June 30, 2023:

**1. Article 9 “Grievance Procedure and Arbitration” p. 7**

Make the following changes to this Article:

**Section 1.** The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this ~~agreement~~ **Collective Bargaining Agreement.**

**Section 2.** Any grievance that falls within the jurisdiction of the Chief of Police shall be submitted first to the Chief by Local 25 or a member of Local 25 and an earnest effort shall be made by a member of Local 25 and the Chief to adjust the grievance in an informal manner. If the grievance is such that it cannot be adjusted within ~~forty-eight (48) hours~~ **5 days** after the same has been submitted to the Chief of Police, then the matter shall be submitted to the Board of Selectmen of the Town in accordance with the following procedure:

C. If the Board takes no action within the fourteen (14) day period after the grievance has been submitted to it in writing, or, if Local 25 or member of Local 25 is not satisfied with the Board's decision, **within 10 days of receipt of such decision,** then the matter shall be referred to the American Arbitration Association for the selection of an arbitrator for the submission to final and binding arbitration in accordance with the provisions of Section 8 and Section 9 of General Laws Chapter 150E.

**2. Article 10 – Clothing, Allowance and Equipment**

**Add:** Section 5- All officers shall have the option to wear external load bearing vest carriers.

**3. Article 11 “Holidays” p. 8**

Add Juneteenth to list of holidays.

**4. Article 15 “Hours of Work and Overtime”**

Section 5: Define “continuing sickness or injury” as an illness or injury lasting more than 20 consecutive work shifts.

Section 12: Increase annual cap on compensatory time to 120 hours.

Section 13 (p. 12): delete B:

B. The parties agree, if so requested by the Union in writing during the third year of the contract (i.e. FY23), to re-open only Section 12 of this Article to negotiate potential changes to the compensatory time bank. Neither party is obligated to reach an agreement if this item is re-opened.

**5. Article 19 “Paying Police Details”**

Change rate of private details to \$64 per hour

Change rate of town details to \$54 per hour

Add Strike/ Word Stoppage Details \$120.00, but this section would not apply to striking by Town employees, including the Masconomet Regional School District employees. Town rate would apply.

Add: Private details will be charged at 4 hours of the applicable rate if the private company cancels their detail 2 hour or less from the scheduled start time of the detail.

Add Paragraph:

The Town of Boxford has the right to withhold detail hours from the payroll system under the following circumstances:

- Out-of-town details worked for companies that have overdue invoices and/ or missing or incomplete billing information from the officer who worked the detail.
- Private, in-town details that are missing or have incomplete billing information.

Strike final sentence “The Town shall maintain a fund of \$1,000.00 from which to make prompt payments to members pending collection of payments.”

**6. Article 20 Pay Matrix**

Increase base salaries by 2% in each of the contract years.

**7. Article 23 “Job Security” p. 15**

Language change to 2<sup>nd</sup> paragraph: A Full-time ~~patrolmen~~ patrol officer shall be required to confirm with departmental regulations established or hereinafter established shall be expect to always conduct ~~himself~~ themselves in a manner befitting a police officer of the Town of Boxford, whether ~~in or out of uniform~~ on or off duty.

Language change to 3<sup>rd</sup> paragraph: Strike “A Probationary Patrol Officer” in 1<sup>st</sup> sentence.

Language change to 4<sup>th</sup> paragraph, 1<sup>st</sup> sentence “A Full-Time Patrol officer may be suspended with without pay if is he/she is charged with a commission of a felony indicted of a felony.”

**8. New: Accreditation**

Town agrees to the following one-time base salary increases in terms of achieving State Certification and Accreditation:

Year1- 1%, Year 2-1%, Year 3- 1%

**9. New: Performance Review:**

Both parties agree to the Boxford Police Department implementing a program where union members set goals with their supervisors and are evaluated annually at a minimum. It is understood that the program shall not be used for discipline of any kind.

**10. New: Global Position Device, In Car Video**

As part of this agreement, it is understood that, in Fiscal Year 2024, the Boxford Police Department will be utilizing a Global Position (GPS) Device within the Mobile Data Terminals of all town-owned police vehicles as part of the implementation of ProPhoenix, the Town’s new Computer Aided Dispatch (CAD) Records Management Software (RMS). It is understood that disciplinary actions against and excessive monitoring of employees is neither the primary purpose nor the intended result of the implementation of the GPS system.

As part of this agreement, it is understood that the Town of Boxford and the Boxford Police Department will install and activate an interior video camera/recorder, commonly referred to as “dash cameras”, in any or all town owned vehicles. It is understood that disciplinary actions against and excessive monitoring of employees is neither the primary purpose nor the intended result of the implementation of a dash camera system.

**11. General**

Replace “Selectmen” with “Select Board” throughout contract

Make contract gender neutral (he/she, his/her, patrol officer, etc.)

Town of Boxford

Local 25 Boxford Police Patrol Officers

Barry J. O'Connell  
Charles J. O'Connell  
Peter J. O'Connell  
James J. O'Connell  
David W. O'Connell

Kurt A. [Signature]  
[Signature]

Date: 5/8/23

Date: 5/4/23

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEAMSTERS LOCAL 25  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
BOXFORD POLICE PATROL OFFICERS**

**AND**

**THE TOWN OF BOXFORD**

**JULY 1, 2020 - JUNE 30, 2023**

# COLLECTIVE BARGAINING AGREEMENT

## C O N T E N T S

Parties	Article 1	4
Definitions	Article 2	4
Recognition	Article 3	5
Term of Contract	Article 4	5
Applicable Law	Article 5	5
Management Rights	Article 6	5
No-strike Clause	Article 7	6
Stability of Agreement	Article 8	7
Grievance Procedure and Arbitration	Article 9	7
Clothing Allowance	Article 10	8
Holidays	Article 11	8
Vacation Time	Article 12	9
Court Time	Article 13	9
Court-Civil Matters	Article 14	9
Hours of Work-Overtime	Article 15	10
Sick Leave	Article 16	13
Other Leaves of Absence	Article 17	12
Insurance	Article 18	13
Paying Police Details	Article 19	13
Pay Matrix	Article 20	14
Shift Differential	Article 21	15
Use of Members Vehicle	Article 22	15

Job Security	Article 23	15
E.M.T. Compensation	Article 24	16
Court Officer	Article 25	17
Hepatitis Vaccinations	Article 26	17
Injury Leave Vacation Accrual	Article 27	17
Educational Incentive	Article 28	17
Union Business Leave	Article 29	18
Payroll Deductions	Article 30	18
Longevity	Article 31	19
Light Duty – Requirement and Authority	Article 32	19
Drug Testing	Article 33	22
Fitness & Wellness Program	Article 34	25
Signatures		25
Police Bid Shift Form	Attachment “A”	27
List of Town Details	Attachment “B”	28

## ARTICLE 1 - PARTIES

The agreement is made this 2nd day of May, 2016, by and between the Town of Boxford, hereinafter referred to as the "Town", and The International Brotherhood of Teamsters, Local 25, hereinafter referred to as "Local 25".

## ARTICLE 2 - DEFINITIONS

The following terms as used in this Agreement shall have the following definitions:

**Section 1. Full-Time Patrol officer** shall mean a police officer appointed as such by the appointing authority of the Town. Said person shall be employed for a period of an average of 2,080 hours per year and shall have been employed by the Town as a police officer for a period of not less than twelve (12) months from the date of successful completion of the training academy.

**Section 1 (b) Full-Time Sergeant** shall mean a police officer who has successfully completed his/her sergeant probationary period.

**Section 2. Probationary Patrol officer** shall mean a police officer appointed by the Town to work at least an average of 2,080 hours per year but who has served less than twelve (12) months as a police officer for the Town after successful completion of the training academy.

**Section 2 (b) Probationary Sergeant** shall mean a police officer appointed by the Town shall serve a probationary period of six (6) months. If during that period, the probationary sergeant fails to perform satisfactorily the duties of sergeant, he/she will be permitted to return to his/her original position as a patrol officer without loss of seniority. The Town will have to sole authority and discretion as to the probationary employee's status in the sergeant's position, and its decision whether or not to make the appointment permanent shall not be the subject of a grievance, arbitration or charge."

**Section 3.** The International Brotherhood of Teamsters, Local 25, is the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours, and any other terms and conditions of employment by the Town of Boxford, but excluding the Chief, Deputy Chief, Lieutenants, reserve police officers who have been duly appointed a reserve police officer, the animal control officer and all other employees in the Boxford Police Department.

**Section 4.** The term "employee", as used in this Agreement, shall mean: full-time patrol officers, probationary patrol officers, full-time sergeants and probationary sergeants, as defined above, but does not include part-time employees, office or clerical employees, auxiliaries, reserve officers, or patrol cadets.

**Section 5.** Overtime shall mean any time worked by an employee in excess of eight (8) hours in any 24-hour period or any time in excess of forty (40) hours in one week. Extra hours due to a four and two schedule mentioned in Article 15, Section 2, shall not be deemed overtime, nor shall certain so-called jump shifts where less than 24 hours may exist between shifts.

**Section 6.** Employees covered by this agreement shall maintain certifications as required by M.G.L c. 6E, sec. 4(g) as it may be amended



### **ARTICLE 3 - RECOGNITION**

**Section 1.** The Town recognizes Local 25 as the exclusive bargaining representative for all bargaining unit employees of the police department of the Town as defined in Article 2,

**Section 2.** Employees shall have the right and shall be protected in the exercise of such right to freely and without fear of penalty or reprisal to join and/or assist Local 25. The freedom of employees to assist Local 25 shall be recognized as extending to participation in the management of Local 25 and action for Local 25 shall be in the capacity of an Association officer or representative or otherwise.

### **ARTICLE 4 - TERM OF CONTRACT**

The term of this contract shall be for the period of July 1, 2020, through June 30, 2023. If a new Agreement is not executed on or before June 30, 2023, the terms of this Agreement shall apply until a new Agreement is executed by the parties. All pay benefits under Article 20 shall be paid retroactive to the effective date of each increase. Except as otherwise provided, all changed and new provisions shall be effective on the date specified. If no date is specified, then the effective date is the date of execution of this Agreement.

### **ARTICLE 5 - APPLICABLE LAW**

The parties acknowledge that this contract was negotiated in accordance with the terms and conditions of the General Laws, Chapter 150E, as amended, and that the definitions contained in Section 1 of that Chapter are hereby incorporated into this Agreement. Local 25 agrees that it will be bound by the provisions of General Laws, Chapter 150E, Section 9A, relative to illegal strikes and that the provisions set forth in that section are expressly incorporated in this agreement. The Town agrees it will be bound by the provisions set forth in Chapter 150E, Section 10, relative to unfair labor practices and the same are hereby incorporated by reference into this Agreement.

### **ARTICLE 6 - MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided in this Agreement, Local 25 recognizes and agrees that the rights exclusively vested in the management of the Town include:

the operation and direction of the affairs of the department;

the determination of the level of services to be provided;

the determination and interpretation of job descriptions;

the planning, determination, direction and control of all the operations and services of the department;

the institution of technological changes or the revising of the processes, systems or equipment from time to time;

the alteration, addition or elimination of existing methods, equipment, facilities or programs;

the determination of the location, organization, number and training of employees;

the assignment and transfer of employees;

the scheduling and enforcement of working hours;

the hiring, appointment, and promotion, including the determination of qualifications and requirements for the position or promotion, subject to presentation to the union of the details and the requirements of the promotion.

the demotion, suspension, discipline or discharge of employees for just cause;

the layoff of employees due to lack of funds or of work;

the relief of employees because of the incapacity to perform duties;

the granting and scheduling of leaves, including placement on administrative leave;

the making, implementation, amendment and enforcement of rules and regulations and operating and administrative procedures;

the determination of employee competency;

the determination of the style, color, items and standards of the uniform worn or used by employees;

except to the extent expressly abridged by a specific provision of this Agreement.

Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law.

## ARTICLE 7 - NO-STRIKE CLAUSE

**Section 1.** No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. Local 25 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.

**Section 2.** Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of service to the Town, Local 25 shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, Local 25 shall take all reasonable means, including a public written statement, to induce such employees or group of employees to terminate the strike, work stoppage or slowdown, or withholding of services and to return to work forthwith.

**Section 3.** In consideration of the performance by Local 25 of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of Local 25 or of its officers or agents for any monetary damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of

Local 25. Any employee who breaches the agreement contained in this Article shall be subject to disciplinary proceedings.

## **ARTICLE 8 - STABILITY OF AGREEMENT**

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

**Section 2.** The failure of the Town or Local 25 to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver of relinquishment of the right of the Town or of Local 25 to future performance of any such term or provision, and the obligation of Local 25 and the Town to such future performance shall continue in full force and effect.

## **ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this agreement.

**Section 2.** Any grievance that falls within the jurisdiction of the Chief of Police shall be submitted first to the Chief by Local 25 or a member of Local 25 and an earnest effort shall be made by a member of Local 25 and the Chief to adjust the grievance in an informal manner. If the grievance is such that it cannot be adjusted within forty-eight (48) hours after the same has been submitted to the Chief of Police, then the matter shall be submitted to the Board of Selectmen of the Town in accordance with the following procedure:

A. Any grievance that has been appealed from the Chief of Police or any grievance relative solely to wages, hours, or conditions of employment or any grievance the resolution of which shall require an expenditure of money by the Town shall be referred to the Board of Selectmen for adjustment. The grievance shall first be reduced to writing and presented to the Board of Selectmen.

B. The Board shall have a period of fourteen (14) days in which to act upon said grievance. If the Board so desires, it may conduct a hearing relative to said grievance within the fourteen (14) day period and render its decision within three (3) days subsequent to the closing of the hearing.

C. If the Board takes no action within the fourteen (14) day period after the grievance has been submitted to it in writing, or, if Local 25 or member of Local 25 is not satisfied with the Board's decision, then the matter shall be referred to the American Arbitration Association for the selection of an arbitrator for the submission to final and binding arbitration in accordance with the provisions of Section 8 and Section 9 of General Laws Chapter 150E.

D. Any grievance hereunder submitted to the Board of Selectmen for adjustment or later appealed or referred to the American Arbitration Association for hearing before an arbitrator shall be limited to the written grievance as submitted to the Board of Selectmen.

## **ARTICLE 10 - CLOTHING ALLOWANCE AND EQUIPMENT**

**Section 1.** Effective July 1, 2009, the Town shall pay yearly the first \$1250.00 of expenses incurred for uniform and required clothing which have become unserviceable by ordinary wear and use, and any items or expenses, except for provision hereinafter set forth, in excess of the \$1250.00 figure shall be paid for by the employee. Effective July 1, 2011, said amount shall increase to \$1300.00. All uniforms and required clothing so purchased must conform to department specifications. The allowance shall be paid in cash in full on August 1 each year. Any newly-hired patrol officer shall receive the entire amount, lump sum, at the time of hire and not receive an additional payment until the start of the next fiscal year.

**Section 2.** The Town, at its sole cost and expense, shall supply to all employees all leather goods, handcuffs, revolvers, holsters, belts, night sticks, ammunition, badges, flashlights and batteries, and such other equipment designated by the Chief, which equipment shall remain the property of the Town. Body armor shall also be supplied only to officers requesting it. For those officers who request it, excepting for details, body armor shall, as a condition of employment, be worn while on patrol duty. Replacement of vests shall occur at intervals no longer than five years and at the Town's expense. Carriers shall also be replaced by the town when they are no longer serviceable at the Chiefs discretion.

**Section 3.** All items, whether uniforms, clothing or equipment that are damaged in the line of duty that must be replaced shall be replaced at the expense of the Town; however, if any Court shall order that the offending party make restitution to the police officer for the damaged items then the amount so received by that officer pursuant to the order of the restitution shall be turned over to the Town. Normal wear and tear or items damaged through the careless negligence of misuses by a police officer shall not be considered damaged in the line of duty.

**Section 4.** Seat belts shall be worn while operating a Town owned vehicle or when riding as a passenger as required by the Police Department Safety Belt Use Policy.

## ARTICLE 11- HOLIDAYS

**Section 1.** Each member of Local 25 shall be entitled to the eleven (11) following paid holidays:

New Year's Day	Presidents' Birthday
Martin Luther King Day	Memorial Day
Patriot's Day	Labor Day
Fourth of July	Veterans' Day
Columbus Day	Thanksgiving Day
Christmas Day	

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. of each holiday permitted.

**Section 2.** Each employee shall receive, for each such holiday, compensation equal to one-fifth (1/5) of a regular week's pay. Excepting for Thanksgiving Day, Christmas Day and New Year's Day, an employee required to work on any holiday shall receive overtime pay. An employee required to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive double time for time worked.

**Section 3.** If the Town shall pass any bylaw increasing the number of paid holidays or if any additional state or federal holidays are adopted by the Selectmen for the Town of Boxford workers, then such additional holiday or holidays shall apply to the benefit of the members of Local 25.

## **ARTICLE 12 - VACATION TIME**

Vacation schedules for employees with five (5) years of full-time service or less shall be governed by the Town bylaw relating to vacations. For years of full-time service from the sixth year onward, each employee shall receive forty (40) additional hours of vacation per year so that each employee shall be entitled to one hundred twenty (120) hours of vacation time per year. If the Town Bylaw relative to vacations shall be changed to entitle other town employees to more vacation time than members of this Association currently enjoy, the members of Local 25 shall receive the maximum vacation time as allowed by the Town Bylaw. For the purpose of this Article, "full time service" shall include continuous full-time employment in the Boxford Police Department and/or any other department of the Town of Boxford.

## **ARTICLE 13 - COURT TIME**

Each employee of the Boxford Police Department on duty at night or on vacation, furlough or on a day off, who attends as a witness or in other official capacity for or on behalf of the Commonwealth of Massachusetts or the Town of Boxford in a criminal matter pending in any court of the Commonwealth, or before any grand jury proceeding, or in conference with the District Attorney or Assistant District Attorney, or at any pretrial Court conference or any other related hearing or proceeding, or who is required or requested by any city, county, state or the federal government or any subdivision or agency of any of the foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as witness or in other capacity for or on behalf of the Government of the United States, the Commonwealth or the Town in a criminal or other matter pending in a Federal District Court, or before a Federal grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any Federal Court pre-trial conference or any other related hearing or proceeding, shall be entitled to and shall receive, in addition to his regular weekly compensation, overtime compensation, with a guaranteed minimum of four (4) hours, for every hour to the next nearest half-hour during which he was in such attendance or appearance, including travel time to and from the Court; provided, however, that if he so attends or appears, during any one day, on more than one occasion, he shall be entitled to such additional pay from the time of first such attendance or appearance on such day to the time of last such attendance or appearance on such day; provided, further, that if any such occasion occurs on a holiday which falls on any employee's day off or during his vacation, the employee shall receive the additional pay due or provided for under the Holiday or Vacation provisions of this Agreement. It is agreed and understood that the provisions of this paragraph shall apply only to the extent that the appearances recited herein relate to and arise out of the course of the employee's employment for the Police Department of the Town of Boxford.

## **ARTICLE 14 - COURT TIME AND HEARING CIVIL MATTERS**

If an employee is summonsed to Court on a civil or domestic matter, he shall be compensated at his regular hourly rate with a guaranteed minimum of four (4) hours. If the employee is compensated for his court appearance time by the party who summonsed him, then the Town shall receive as a credit the sum of money so received by the employee. No employee shall receive his regular hourly compensation if the sum paid to him by the party who summonsed him as a witness exceeds the amount the employee would be paid if compensated at his regular hourly rate for the time spent in Court. Payments under this section shall be made to the employee for only those cases wherein the employee has been summonsed as a result of an incident that arises out of the scope of his employment or from an investigation report or reports that he has made for some incident arising out of the scope of his employment.

## ARTICLE 15 - HOURS OF WORK AND OVERTIME

**Section 1.** Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have regular starting and quitting times. All work schedules shall be posted on department bulletin boards at all times and copies shall be given to Local 25.

**Section 2.** The work day shall be eight (8) consecutive hours. The work week shall consist of four (4) work days on duty followed by two (2) work days off duty to all officers. Each employee shall receive not less than two (2) consecutive days off weekly and shall receive not less than one hundred twenty-one (121) regularly scheduled days off annually, exclusive of vacations or other departmental and/or Town approved leave from duty. The four and two schedule shall not increase or decrease an employee's weekly rate of compensation, overtime worked notwithstanding. The Town will change the 8 a.m. to 4 p.m. shift from the mutually agreed to bid sheet, Attachment A, to a 6 a.m. to 2 p.m. Monday through Friday five-day work shift which any member can bid once this shift is implemented. This shift will be given every third Friday off to compensate for the 4 and 2 schedule. The chief may at his discretion when the Town hires an 11th employee, create a different shift of hours of work which once established will be added to the mutually agreed to bid sheet, Attachment A.

**Section 3.** Members of Local 25 agree to work on scheduled shifts according to the so-called "split shift" rotation to cover the following specific occurrences: a) Vacation; b) Injury/Sickness; c) Vacancy in department; d) Special Investigation; e) School/Training; f) Scheduled shifts provided for in the accepted Four and Two System.

The Chief has the right to establish the work schedules of the Department. Once established, shifts shall be assigned by seniority once every four (4) months. Except for unforeseen reduction in staffing levels below ten patrol positions, the Chief shall employ the mutually agreed to bid sheet (See Attachment "A"). The Town has the right to assign newly hired full time employees to a shift of the Town's choosing for a 90-day training period and more senior employees will have to bid around such assignments for the duration of the training period. The Town guarantees each employee at least 48 consecutive hours off during any six (6) day period.

**Section 4.** Overtime services or assigned, authorized or approved services outside or out of turn of a member's regularly scheduled work week or hours of duty, including service on a member's scheduled day off or during his vacation and including Court time as previously set forth shall be determined overtime services and paid for as such.

**Section 5.** Bargaining unit members shall be entitled to choose by right of first refusal and work one-half (1/2) of all scheduled overtime for unfilled shifts on a monthly basis. Unfilled shifts shall be deemed to be those work shifts known to be available by virtue of vacation and personal time requested more than seven days in advance, holidays, department scheduled training, continuing sickness or injury, or other known, anticipated vacancy factor. Nothing in this section shall be construed to limit or otherwise change the manner of selection or amount of overtime, which was available to bargaining unit members prior to this guarantee taking effect.

**Section 6.** Overtime pay shall be given for all hours of service performed over eight (8) hours in any 24-hour period or over forty (40) hours in one week with credit being given towards work time for holiday, illness, vacation or other approved absences for which an officer would normally be paid, except as provided in Section 1 above. This section shall not apply to extra hours worked as a direct result of the four and two scheduling.

**Section 7.** Overtime services shall not include:

A. An out of turn work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of an employee (subject to Departmental approval);

B. Swapped tours of duty or work shift(s) between individual employees by their mutual agreement are subject to the approval of the Chief or his designee, which approval shall not be unreasonably withheld. If the individual(s) submit(s) a request to the Chief or his designee earlier than seven (7) days of the date of the swap, then the Chief or his designee must act upon said request prior to seven (7) days of the date of swap, otherwise it will be deemed to have been approved.

**Section 8.** In emergencies, or if the need of service requires, members of Local 25 may be required to perform overtime work. All such employees shall be given as much advance notice as possible of overtime work scheduling. Scheduled overtime shall be posted and distributed to all members of Local 25 on a fair and equitable basis.

**Section 9.** Employees, other than those required to work beyond their normal shift or tour of duty due to the exigencies of their workday (such as a late ambulance run, an accident, etc.) shall have the option of declining offered overtime; but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional regular police officers as are deemed necessary by the Town may be required to work overtime on an assigned basis.

All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

**Section 10.** The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

**Section 11.** An employee shall be compensated for overtime service, performed in accordance with the terms of this Agreement, at a rate of one and one-half (1 1/2) times his hourly wage, which shall be defined as his weekly wage divided by forty (40) hours. Base pay shall be determined as hereinafter set forth in Article 20.

**Section 12.** Employees may, in each fiscal year, bank up to eight (8) shifts (64 hours) of overtime worked to be taken as compensatory time off at one and one-half (1 1/2) the time banked (96 hours off). The time off shall be at the employee's option if at least seven (7) days notice is given to the Town for scheduling fill-in purposes. Such time off may be requested with less than seven days notice, but will be at the Town's discretion if a replacement cannot be obtained. Time banked, but not used, will be paid in cash at the overtime rate, the last pay period in June of each fiscal year. Overtime banked may not be earned as court time or holiday time. However, at no point in the fiscal year, may an officer carry at any one time more than four shifts, (32 hours) or forty-eight (48) hours of compensatory time.

**Section 13.**

A. An employee, after having completed a tour of duty of not less than eight (8) hours, who is scheduled to return to duty for a specialty assignment or short duration drill shall be compensated a minimum of two (2) hours at the employee's overtime rate for each return to duty related to said specialty assignment or short duration drill. If the duration of the return exceeds two (2) hours, the employee shall receive a minimum of hour (4) hours. For the purpose of this Article, applicable specialty assignments and short durations drills shall be as follows: A.L.I.C.E., D.A.R.E., Detective duties, School Resource Officer, Court Officer, canine drills, school lockdown drills and evacuation drills.

An employee who is called back to duty after having completed a tour of duty of not less than eight (8) hours shall be compensated for a minimum of four (4) hours at the employee's overtime rate for each call back related duties not related to the above enumerate specialty assignments or short duration drills.

- B. The parties agree, if so requested by the Union in writing during the third year of the contract (i.e. FY23), to re-open only Section 12 of this Article to negotiate potential changes to the compensatory time bank. Neither party is obligated to reach an agreement if this item is re-opened.

**Section 14.** The Chief of Police shall retain the management right, after two written reprimands for the same violation of regulations within a twelve-month period, to assign a patrol officer to a particular shift for not more than one bid cycle.

**Section 15.** The Chief of Police may schedule up to two (2) mandatory meetings per year of no more than four (4) hours each in duration of all employees covered under this agreement for department purposes. Attendance by covered personnel shall be mandatory and without compensation (unless expressly excused in writing by the Chief). The Chief shall provide no less than fourteen (14) days advance notice via internal department communications of time and place for said meeting.

## ARTICLE 16 - SICK LEAVE

**Section 1.** The sick leave policy shall conform to the Town Bylaws covering sick leave except that employees covered by this agreement hired as full time officers on or before June 30, 2016 may accumulate sick leave without limitation. Employees covered by this agreement hired as full-time officers after June 30, 2016 may accumulate a maximum of 880 hours of sick leave. If the Town Bylaws relative to sick leave shall be amended or changed so as to increase the sick leave time for Town employees, that additional sick leave time shall inure to the benefit of the employees.

**Section 2.** An employee returning from sick leave/injured shall not be eligible for overtime or private detail work for twenty-four (24) hours after the end of the last shift for which he was out sick.

**Section 3.** The Town shall buy back 50% of the per diem rate of accrued sick days up to a maximum of one hundred (100) days for employees with twenty-five (25) years of consecutive service at separation, provided that the employee gives the Town a one (1) year notice of his/her plans to retire. This shall be a lump sum payment, payable to the employee within two (2) weeks of the date of separation (at rate of pay at time of retirement).

**Section 4.** Per fiscal year, an employee may use up to five (5) previously accrued, unused sick days for the assistance by the employee in the care of the illness of a close family member. Limited to parent, grandparent, child, grandchild, or person living in the employee's immediate household.

## ARTICLE 17 - OTHER LEAVES OF ABSENCE

**Section 1.** Each employee covered by this Agreement shall be entitled to thirty-two (32) hours of personal leave per contract year, subject to the operating needs of the Department, as determined by the Chief of Police, and/or approved by the Board of Selectmen. Said leave shall not be cumulative from year to year. Employees must give 48 hours written notice to their supervisor to take said personal leave. Personal leave not taken by the end of the fiscal year shall be converted to straight-time compensation and paid to each employee the first pay period in July. Leave taken pursuant to the Section shall not be in less than four (4) hour increments.



Section 2. Upon the death of a spouse, child, parent, brother, sister, grandparent, grandchild, parent of a spouse, or person living in the employee's immediate household, an employee is entitled to leave without loss of pay for a maximum of four (4) days. Satisfactory evidence of death must be made to the employee's supervisor, if requested.

## ARTICLE 18 – INSURANCE

**Section 1.** The Town, at its expense, shall provide for the employees' liability insurance which shall give the employees protection against personal liability and false arrest or any other liability arising out of the scope of their employment. The face value of such policy to be not less than that which is currently in effect, in the amount of one million (\$1,000,000) dollars. If for any reason the insurance policy is cancelled or not provided, then the Town shall hold the employees harmless for any claims against the employees arising out of the scope of their employment.

**Section 2.** The Town, at its expense, shall provide for each employee an accident and health policy, the face value of which is equivalent to the policy that is now in effect.

**Section 3.** The Town shall offer to employees a choice of medical insurance policies which have been approved by the Board of Selectmen, which now include Blue Cross/Blue Shield. The cost of such policy shall be shared equally between the Town and insured employee, or as otherwise provided by law.

**Section 4.** The Town shall provide for each employee of the Department, a life insurance policy, in an amount not less than \$10,000.00. The cost of such policy shall be shared equally between the Town and the insured employee. Any eligible employee of the Department who declines to enroll in the life insurance program shall do so in writing to the Board of Selectmen.

**Section 5.** There is hereby established an Employee Group Dental Plan, the cost of which shall be entirely borne by the employee, with no contribution of costs to be made by the employer. The employer will, however, authorize and forward payroll deductions of the premium cost to the Dental Plan Administrating Organization as so designated by Local 25.

## ARTICLE 19 - PAYING POLICE DETAILS

Paying police details shall be all service rendered to private parties, or to the Town for Chapter 90 projects, and for school related functions, when so requested, but not to include regularly scheduled tours of duty or work shifts, overtime or court time. Such details shall be distributed on a rotating fair and equitable basis, and posted as the details become available on forms acceptable to Local 25 and the Town, which forms shall set forth the employee's name, details worked, name of person or company served, number of hours worked and compensation received. Such rotation list shall include non-members of Local 25 who are employed by the Town as police officers. Teamsters Local 25 members will have right of first refusal to all details before any reserve or special officer is used.

The rate of compensation for private details will be \$56 per hour effective as of July 1, 2021; with a guaranteed minimum of four (4) hours and guaranteed minimum of eight (8) hours after four (4) for private details. Town details will be compensated at a rate of \$50 per hour effective July 1, 2016; with a guarantee a minimum of 4 hours, 6 hours after 4 hours worked and 8 hours after 6 hours worked. Town Details are defined as shown on a list attached to this agreement as Attachment "B". Detail hours worked in excess of eight (8) hours, and all work done on a holiday, as defined in Article 11, Section 1, shall be paid at the rate of one- and one-half times

the applicable detail rate. All emergency details between 7 p.m. and 7 a.m. will be paid at time and one half the applicable detail rate. Emergency details are defined as any detail that must be done immediately due to public safety hazards.

The Town shall maintain a fund of \$1,000.00 from which to make prompt payments to members pending collection of payments.

**ARTICLE 20 - PAY MATRIX**

**Police Salaries**

Salaries include Weapons Training Stipend of \$125 each, in addition to percentage wage increase, included as part of base pay prior to computation of base wage increase:

<u>POSITION</u> <u>PATROL</u> <u>OFFICER</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Entry Level	\$63,776	\$65,051	\$66,352
After 3 years	\$68,041	\$69,402	\$70,790
After 5 years	\$73,477	\$74,947	\$76,446

<u>POSITION</u> <u>SERGEANT</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Sergeant	\$82,313	\$83,959	\$85,638

"Top-step patrol officer" shall be defined as after five (5) years.

Years of service for this Article shall be determined to be the number full years of service completed from anniversary date to anniversary date.

Upon expiration of this contract, the salary ranges shall remain as stated in this contract until such time as a new agreement is signed between the parties.

If an additional officer is added to the force during the period of this agreement, the Town will assume the costs of the step from the entry level to the 3 - year level.

**ARTICLE 21- SHIFT DIFFERENTIAL**

All members of the bargaining unit who work on the evening (second) and late night (third) shifts shall be entitled to the following additional amounts as shift differential:

Effective July 1, 2008, shift differential shall be as follows:

**Evening: 4% additional applied to the employee salary matrix**  
**Late night: 6% additional applied to the employee salary matrix**

**Effective July 1, 2011, shift differential shall be as follows:**

**Evening: 5% additional applied to the employee salary matrix**  
**Late night: 7% additional applied to the employee salary matrix.**

## **ARTICLE 22 - USE OF MEMBERS VEHICLE**

The Town agrees to reimburse any employee for the use of his motor vehicle on any assigned or required use of his motor vehicle in or out of Town, provided, however, that an employee shall not be required to use his personal motor vehicle for any reason. Travel to and from an employee's home to his usual place of employment shall not be considered assigned or required use. Travel to and from courses required by the Town as part of this Agreement or to courses which the Town is paying the tuition shall be considered as assigned use. The employee shall be reimbursed at the Internal Revenue Service rate in effect for actual mileage use.

## **ARTICLE 23 - JOB SECURITY**

After a Probationary Patrol officer has attained the status of a Full-Time Patrol officer, he shall not thereafter be dismissed without just cause.

All Full-Time Patrolmen shall be required to conform with departmental regulations established or hereinafter established and shall be expected to always conduct himself in a manner befitting a police officer of the Town of Boxford whether in or out of uniform.

A Probationary Patrol officer or a Full-Time Patrol officer may be dismissed or discharged if the patrol officer has a physical or mental disability which in the opinion of an impartial doctor or psychiatrist appointed by the Board of Selectmen and acceptable to Local 25 renders a written report to the Board that in his opinion said patrol officer is not capable physically or mentally of carrying out the duties assigned to him. The patrol officer must submit to such examination upon request, but shall have the right to have his own doctor or doctors present at the time of the examination and shall have the right to submit to the Board a report or report from his own doctors relative to his physical or mental capacity to perform the duties of a patrol officer. In the event that the Board of Selectmen and Local 25 are unable to agree upon the selection of an impartial doctor or psychiatrist, then, and, in that event, the Board of Selectmen and Local 25 shall each designate an impartial doctor or psychiatrist, who shall in turn appoint a third doctor or psychiatrist, and that third impartial doctor or psychiatrist shall render a written report to the Board as herein provided.

Any Full-Time Patrol officer may be suspended with pay if he is charged with a commission of a felony and the conviction of a Full-Time Patrol officer for any felony charge shall be grounds for prompt dismissal. Any Full-Time Patrol officer may be suspended with pay, if he is charged with a misdemeanor that is punishable by

sentence to the House of Correction for a period of at least one (1) year and the conviction of a Full-Time Patrol officer on such a charge may be grounds for prompt dismissal.

Any Full-Time Patrol officer "dismissed" by the Board of Selectmen or the Chief of Police shall have as a matter of right a hearing before the Board of Selectmen. Said hearing shall be conducted within fourteen (14) days after the dismissal and the hearing shall be a private hearing. If the Full-Time Patrol officer is not reappointed or nor reinstated after the hearing, he shall be entitled to written reasons for the grounds for his dismissal or for the failure to re-appoint. If the employee is not satisfied with the written reasons as furnished to him by the Board of Selectmen or if he feels they were not just cause, the Full-Time Patrol officer shall be entitled to a hearing before an Arbitration Board. Said hearing is to be limited to the issues raised by the written reasons as furnished to the Full-Time Patrol officer. The hearing shall take place with thirty (30) days subsequent to the employee receiving the written reasons for his dismissal or failure to be re-appointed by the Board of Selectmen.

The Board of Arbitrators shall be selected as follows:

the employee shall have the right to select one (1) arbitrator, the Town shall have the right to select one (1) arbitrator, and two arbitrators selected by the parties shall select a third arbitrator. At least one of the arbitrators so selected shall be an attorney. The hearing insofar as practical shall take place at the Town offices for the Town of Boxford or some other Town building assigned therefore. Either party to the hearing may insist on a public hearing. The hearing may be a private hearing if both parties so desire. Insofar as practical, the Rules of Evidence as used in court, shall be followed with the exception that any evidence that the arbitrators feel tends to be relevant may be admitted at the discretion of the arbitrators.

The decision of the arbitrators shall be final and binding on both parties and shall be enforceable under the General Laws of the Commonwealth pertaining to arbitration awards.

If for any reason, it shall be impossible to obtain an arbitration panel as set forth above, then the matter may be referred to the American Arbitration Association as set forth in Article 9 of this Agreement. The cost of arbitration shall be born equally between the parties.

#### **ARTICLE 24 - E.M.T. COMPENSATION**

Any employee covered by this Agreement who possesses a valid E.M.T. Certificate shall be paid E.M.T. compensation of \$650.00, lump sum, for certification obtained by September 1 of each year, payment to be made the first pay period of December. The policy regarding certification, recertification, or other related training currently permitted and in effect shall continue unchanged.

#### **ARTICLE 25 - ASSIGNMENT OF COURT OFFICER**

The Chief of Police may at his discretion assign one member of the department to handle hearings and to administer and sign complaints in the District Court arising out of arrests made or citations issued by any other member of the department.

#### **ARTICLE 26 - HEPATITIS VACCINATIONS**

All members shall be offered the opportunity to receive Hepatitis-B Vaccination on a regular basis (as medically needed) at the Town's expense.

### **ARTICLE 27 - INJURY LEAVE VACATION ACCRUAL**

Any member who is on line-of-duty injury leave shall continue to accrue and receive vacation leave credit during such absences for up to six (6) months of said leave and shall not be placed on vacation leave during the duration of such injury leave. Upon the member's return to duty, he/she shall have all vacation earned as well as all vacation previously accrued, but not taken, credited to his/her account. If said member is retired as the result of said injury(s) and does not, therefore, return to duty, he/she shall be paid the cash equivalent of the total vacation entitlement at his/her regular rate of pay.

### **ARTICLE 28 - EDUCATIONAL INCENTIVE**

Any employee covered by this agreement who possesses a degree in Criminal Justice from an officially accredited college or university shall be paid an educational incentive as shown:

Effective July 1, 2021, educational incentive shall be as follows:

Associate Degree:	3.0% of base pay as listed in Article 20 (does not include shift differential or any other salary adjustment)
Bachelor's Degree:	3.5% of base pay as listed in Article 20 (does not include shift differential or any other salary adjustment)
Master's Degree:	4.0% of base pay as listed in Article 20 (does not include shift differential or any other salary adjustment)

Effective July 1, 2022, educational incentive shall be as follows:

Associate Degree:	4.0% of base pay as listed in Article 20 (does not include shift differential or any other salary adjustment)
Bachelor's Degree:	4.5% of base pay as listed in Article 20 (does not include shift differential or any other salary adjustment)
Master's Degree:	5.0% of base pay as listed in Article 20 (does not include shift differential or any other salary adjustment)

The educational incentive shall be paid in a lump sum, payment to be made the first pay period in December.

### **ARTICLE 29 - UNION BUSINESS LEAVE**

The Union officials are granted up to a maximum of forty (40) paid man hours of leave, annually, to conduct union business so long as no overtime obligation is incurred by the Town.

### **ARTICLE 30 - PAYROLL DEDUCTIONS**

**Section 1.** The Union agrees to indemnify the Town for damages or cost in complying with this article.

**Section 2.** **Dues Check off.** The Town agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the first payroll period each month and remit to the Local Union by the second payroll period of each month. Where laws require written authorization by the Town, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

**Section 3.** **Agency Service Fees.** Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted monthly.

No request to dismiss or suspend an employee for non-compliance or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12 or so long as an employee demands for rebate of part of the service payment remains in dispute.

**Section 4.** **Credit Union.** The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

**Section 5.** **DRIVE.** The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase, "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**Section 6.** **Teamsters 401(a) Plan (MFS).** It is further agreed that the employees will have access to Union Savings and Investments Fund and/or the Teamsters 401(a) Plan (MFS), which the employer will deduct upon notification from the Union.

**Section 7.** **Employee Voluntary Pre-tax Contribution to Local 25 New England Teamsters Savings and Investment Plan.** The Town hereby agrees to participate in the Local 25 New England Teamsters Savings & Investment Plan 401 (a) ("the Plan") on behalf of all employees represented for purposes of collective bargaining under this Agreement.

The Town will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Town will forward withheld sums in such form and manner as required pursuant to the Plan and Declaration of Trust ("the Trust").

The Town will execute a Participation Agreement with Local 25 New England Teamsters Savings and Investment Plan 401 (a) and the Trustees of the Plan evidencing Town participation in the Plan effective prior to any employee deferral being received by the Plan.

Note: The above 401 (a) language is employee contributions only with no match from the Town.

## **ARTICLE 31- LONGEVITY**

Employees who have completed 10 years or more of continuous employment will be eligible for an additional payment in accordance with the following schedule:

<b>Length of Service</b>	<b>Payment</b>
Completed 10 but fewer than 15 years	2.5% of base wages received in the previous fiscal year
Completed 15 years the previous fiscal year	5.0% of base wages received in

The longevity payment is in the form of a lump sum. It is calculated and paid after each fiscal year in which the employee becomes or remains eligible has ended. The payment is derived from base wages attributable to the employee's normally scheduled hours per week. It does not recognize time beyond that normally scheduled, overtime, leaves (other than vacations and holidays) or other absences.

## **ARTICLE 32. LIGHT DUTY – REQUIREMENT AND AUTHORITY**

### **Section 1. PURPOSE**

The purpose of this section is to establish the authority for allowing temporary light-duty assignments and to establish procedures for assigning temporary light duty to eligible officers within the department.

### **Section 2. POLICY**

Temporary light-duty assignments, when available, are for officers who, because of injury or illness, are temporarily unable to perform their regular assignments but are capable of performing alternative duty assignments. Use of temporary light duty can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of the Boxford Police Department that eligible personnel work in temporary light-duty assignments when available and consistent with this policy. An employee's light duty assignment shall not impair his or her ability to return to injured leave status from time to time should the employee's physical incapacity prevent the performance of light duty, as determined in accordance with Section 4 (C) 6 below.

### **Section 3. DEFINITIONS**

Eligible Personnel: For purposes of this policy, a sworn officer, suffering from medically certified illness, injury, or condition, who is temporarily unable to perform his/her regular assignment but is capable of performing alternative assignments.

## **Section 4. PROCEDURE**

### **A. GENERAL PROVISIONS**

1. Temporary light-duty positions are limited in number, task, variety, and availability. Therefore:
  - a. Personnel injured or otherwise disabled in the line of duty may be given preference in initial assignment to light duty;
  - b. The Chief shall assign an employee light duty only to such tasks which the relevant physician approves as being medically appropriate for the employee's injury and to such duties as are consistent with police administrative assignments; and,
  - c. Assignments may be changed at any time, with concurrence of the treating physician, if deemed in the best interest of the employee or the agency. An employee on long-term sick leave shall be limited to a light duty assignment of fifty (50) work days. May be extended at the discretion of the Chief.
2. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, collective bargaining agreement, or other federal or state law.
3. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.
4. No specific position within the Department shall be established for use as a temporary light-duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light duty.
5. Officers on temporary light duty are strictly prohibited from engaging in outside employment in which, at the sole determination of the Chief of Police, that officer may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of the Boxford Police Department.
6. Officers/employees who are medically prohibited from performing their regularly assigned duties may not engage in outside or "off-duty" employment until approved by the Chief of Police. Officers/employees shall provide the Chief of Police documentation from their attending physician stating that the outside / off-duty employment is medically permitted.
7. Depending upon the nature and extent of the injury or illness, an officer on temporary light duty may be prohibited or restricted from wearing departmental uniform, carrying a weapon or be otherwise limited in employing police powers as determined by the Chief of Police so long as such limitations are consistent with this policy.
8. Light-duty assignments shall not be made for disciplinary purposes.
9. An officer incurring a duty-related injury and refusing a temporary light-duty assignment may be subject to loss of Chapter 111F benefits.
10. There will be no disciplinary action taken against an employee assigned to perform light duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.

### **B. TEMPORARY LIGHT-DUTY ASSIGNMENTS**

1. Temporary light-duty assignments may be drawn from a range of technical and/or administrative areas that include but are not limited to the following:
  - a. administrative functions (e.g., report review, special projects)
  - b. report taking (e.g., telephone reports)
  - c. communications
  - d. solicitor registrations
  - e. firearms licensing duties (as assigned by the Chief)



2. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's skills, knowledge and abilities; availability of light duty assignments; and the physical limitations imposed on the officer.
3. When available, the work hours of a Light Duty assignment are subject to need and the availability of necessary equipment or work space. All light duty assignments shall be assigned between 0700 and 1900.
4. Every effort shall be made to assign officers/employees to positions consistent with their rank and pay classification. However, where deemed appropriate, personnel may be assigned to positions designated for personnel of lower rank or pay classification. Officers/employees thus assigned shall:
  - a. Retain the privileges of their rank but shall answer to the supervisory personnel of the unit to which they are assigned with regard to work responsibilities and performance; and
  - b. Retain the pay classification and related benefits of the position held prior to their assignment to temporary light-duty.

### C. ASSIGNMENT TO TEMPORARY LIGHT DUTY

1. An employee, who is on long-term sick leave (i.e., 14 days or more), or what is anticipated to be a long-term sick leave may be required to participate in the light duty program, subject to the provisions of this section and subject to medical ability to perform assigned light duty. An employee who is incapacitated for full duty because of injury sustained in the performance of his/her duty in accordance with M.G.L. C. 41, s. 111F, may be required to participate in the light duty program, subject to the provisions of this section and subject to medical ability to perform assigned light duty.
2. Within fourteen (14) days of extended sick leave or incapacity due to line of duty injury, an employee must contact the Chief of Police to seek potential light duty assignment. The employee must also seek from his/her attending physician a certificate, letter or other physician's documentation that includes an assessment of the nature and probable duration of the injury or illness, prognosis for recovery, nature of work restrictions and an acknowledgement by the health-care provider of familiarity with the light-duty assignment and a statement that the employee can physically assume the duties involved. Light-duty job descriptions will be provided to the health care professional by the Chief of Police or his designee.
3. The request for temporary light duty and the physician's statement shall be forwarded to the Office of Chief of Police. The Chief of Police or designee may consult with the Town Administrator and/or other Town Department prior to making a determination regarding the assignment to temporary light-duty.
  - a. The Department may require the employee to submit to an independent medical examination by a health provider of the Department's choosing. In the event the opinion of Department's selected health care provider differs from the employee's treating health care provider, the employee may request a third opinion at the employer's expense.
  - b. In the event the opinion of the Department's health care provider differs from the employee's treating health care provider, the employee and representative of the Department shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision. An employee's compensation shall be continued (under Section 111F or sick leave, if available) until such third health care provider is obtained, and thereafter if the opinion is that the employee is unfit for light duty, unless and until the third health care provider determines otherwise.
4. The Chief of Police will assign light duty between 0700 and 1900. The Chief of Police shall determine whether a position is available which the employee is capable of performing and may or may not assign him or her to that position. Assignments to light duty tasks may be changed or terminated at the discretion of the Chief, subject only to the provisions contained in this Section.

5. It is understood that assignment to light duty tasks pursuant to the provisions of this Section are temporary in nature and shall not extend beyond the period of disability for full duty.
6. In the event an employee is unable to continue to perform light duty tasks, and his/her treating health care provider so states, the light duty assignment shall end unless an independent medical examination by a health care provider of the Department's choosing differs in medical opinion from the employee's treating health care provider. In the event the opinion of the Department's health care provider differs from the employee's treating health care provider, the employee may request a third opinion at the employer's expense. The employee and representative of the Department shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision. An employee's compensation shall be continued (under Section 111F or sick leave, if available) until such third health care provider is obtained, and thereafter if the opinion is that the employee is unfit for light duty, unless and until the third health care provider determines otherwise.

### **ARTICLE 33. DRUG TESTING PROGRAM**

This article shall be effective January 1, 2014.

**Section 1.** This Program establishes uniform internal policy and procedures to govern the administration of a screening process to test unauthorized use of specific illicit drugs. It is adopted to rationally foster the operation of the Police Department and to establish a reasonable and uniform system by which the Town of Boxford can monitor employees for unauthorized drug use.

**Section 2.** The methods of implementing this program to identify employees who are users of certain specific controlled substances (non-prescription) shall be:

- a. Testing of those employees where facts are sufficient to constitute probable cause of controlled substance use as further described in this Article; and
- b. Annual, unannounced radioimmunoassay or RIAH drug testing for all full time patrol officers. Annual, unannounced testing shall only occur within thirty (30) days prior to or post the affected employee's birth date.

**Section 3. Disciplinary Action.** In the event that an employee tests positive for the first time, said employee shall be given the opportunity to participate in the drug rehabilitation program as is provided for in Section 11. As part of agreeing to so participate, the employee shall receive the following disciplinary action:

- a. A thirty (30) work-day suspension, without pay, shall be immediately imposed, twenty-seven (27) days of which may be held in abeyance at the discretion of the Chief of Police.
- b. In the event that the Chief of Police holds part of the thirty (30) work-day suspension in abeyance, if the employee subsequently fails to satisfactorily complete the drug rehabilitation program and/or test positive during the random testing period, absent verified evidence of prescription drug use, the remainder of the thirty (30) work-day suspension, which was held in abeyance, shall be imposed and will constitute the completion of disciplinary action as a result of the initial positive drug test, from which no appeal shall be taken, having been waived. The Chief then may initiate new disciplinary proceedings, up to and including discharge, as a result of the employee's failure to satisfactorily complete the drug rehabilitation program and/or test positive during the random testing period, absent verified evidence of prescription drug use.

**Section 4 . Employee Rights/Additional Discipline.** An employee’s refusal to be drug tested on a probable cause basis may subject him to disciplinary action by the Town of Boxford, up to and including discharge.

An employee’s refusal, after a positive drug testing, where the independent test, if requested, is not negative, and where the employee has not provided the Chief of Police with verified prescriptions as to drug issuance and use, to fully participate in and successfully complete a drug rehabilitation program(s), as contained herein, including drug counseling, evaluation, and/or treatment, may subject him to disciplinary action up to an including discharge.

After the employee has satisfactorily completed the drug treatment and/or drug counseling program(s) as outlined in Section 11, he/she shall return to duty with the Police Department and shall be subject to unannounced supervised urine drug testing, for a two-year period after first testing. If the employee is again found to have used any of the aforespecified drugs (if non-prescription), that is, if both the initial and secondary confirmation tests are positive, he/she may be subject to disciplinary action, up to and including discharge.

**Section 5 . Probable Cause Testing:** In circumstances where the facts are sufficient to constitute a reasonable suspicion that an employee is a user of certain non-prescription controlled substances, the Chief of Police shall have the right to require that employee to submit without delay to a supervised urine drug test. The employee involved shall be advised by the Chief of Police of the facts and circumstances constituting his determination of “probable cause” in each instance.

Probable cause shall be based on information of objective facts obtained by the Town of Boxford and the rational inferences which may be drawn from those facts. The credibility of the sources of information, the reliability of the facts or information, the degree of corroboration, the results of Town of Boxford inquiry and/or other factors shall be weighed in determining the presence or absence of probable cause. Such determination shall be made by the Chief of Police in each instance. Notwithstanding the foregoing, determination of probable cause shall comport with constitutional guarantees and limits.

**Section 6. Notification of Testing:** The employee to be tested on the basis of probable cause, shall be notified immediately following his being advised of the facts and circumstances thereof, pursuant to Section 5. At the time of the test, he shall be notified of the specific drugs listed in Section 8, or which of them, are to be screened by the test.

**Section 7. Hair Analysis Hair Sample:** The hair sample shall be taken at the Boxford Police Department, or other location as determined by the Chief, by a representative of a company designated by the Chief who is trained and certified in hair collection in accordance with industry standard procedures.

**Section 8. Specific Drugs:** The Town of Boxford shall test hair samples of employees for only the following listed drugs:

**Drugs for Testing**

- (1) Cocaine
- (2) Methamphetamine
- (3) Opiates\*
- (4) PCP
- (5) Marijuana

**Sensitivity Cut-Off Levels**

- 5 nanograms/10 milligrams of hair
- 5 nanograms/10 milligrams of hair
- 5 nanograms/10 milligrams of hair
- 3 nanograms/10 milligrams of hair
- 10 picograms/10 milligrams of hair

\* Heroin, Morphine, Codeine

The above minimum sensitivity/cut-off test levels shall be used when screening/testing hair samples to determine whether they are negative for said drugs. Test results showing test levels equal to or less than those specified above shall be considered as negative.

**Section 9. Type of Tests:** The testing of each hair sample will be done through a process known as Radioimmunoassay or such different process as determined by the Chief. The test process at the laboratory contracted for by the Town of Boxford shall be completed within 5 to 10 days, excluding weekends and holidays, after the provision of the hair sample. All surplus hair from samples testing positive shall be stored and retained by the testing facility for a minimum of one year. When indicated, supervised urine testing shall be conducted by a representative of a company chosen by the Chief of Police in a manner consistent with industry standards.

**Section 10. Prescription Drugs:** If the first test is positive, the Medical Officer will contact the officer to find out if there is a medical reason for drug use. If the Medical Officer determines a legitimate medical excuse, the test shall be reported as negative.

After being notified that the first test was positive, the employee has 72 hours to request a test of the split specimen. The costs associated with testing a split specimen shall be the responsibility of the employee when test results are positive. If the employee orders the split specimen, the employee pays if it comes back positive; if it comes back negative, the Town shall pay.

In the event that both the initial and secondary confirmation tests of an employee's hair specimen is positive, then unless the employee has prescriptions for the purchase and use of or continuing the drug(s) tested for, pursuant to Section 8, which prescriptions have been issued for the employee's use by a medical physician licensed in Massachusetts, and such issuance has been verified by the Chief of Police at his discretion, the employee shall be relieved of duty and disciplined in accordance with Section 3.

**Section 11. Drug Rehabilitation Program:** Should any employee participate in the Drug Rehabilitation Program, he/she shall be relieved of duty and excepting for and subsequent to the suspension period that may be imposed under Section 3, be placed on vacation, sick or other compensable leave with pay, to the extent such leave is available to him/her. Said employee shall be required to fully participate in said rehabilitation program, which may include evaluation and recommendation by a medical psychiatrist or physician, licensed in Massachusetts, or by a psychologist qualified in drug counseling evaluation, similarly licensed in Massachusetts. Said program(s) may be in-patient or out-patient, and may include counseling. The evaluators, the medical psychiatrists or physician, or psychologists, the drug counseling program(s) and/or drug/treatment program(s) shall be approved by the Chief of Police, and shall contract with the Town of Boxford for the services requisite hereunder.

The employee shall cooperate with said evaluators, and shall participate fully in the Police Department's drug treatment and/or drug counseling program(s). During such period, the employee shall remain entitled to and shall receive all his/her medical, health and life insurance benefits.

After the employee has satisfactorily completed said drug treatment and/or drug counseling program(s), he shall return to duty with the Police Department and shall be subject to unannounced supervised urine drug testing, for a two-year period after completion of said program(s) or after first testing, whichever shall first occur. If the employee tests positive a second time for any of the aforespecified drugs (if non-prescription), that is, if both the initial and secondary confirmation tests are positive, he/she may be subject to disciplinary action, up to and including discharge.

## ARTICLE 34. FITNESS & WELLNESS PROGRAM

Effective July 1, 2021, a voluntary fitness and wellness program will be implemented for all employees utilizing the so-called "Cooper Standards". Employees that successfully complete the annual fitness test will be issued one (1) paid wellness day off to be used within the same fiscal year.

WITNESS our hands and seals the date first written above.

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 25  
BOXFORD POLICE PATROL OFFICERS**

\_\_\_\_\_  
DATE \_\_\_\_\_  
\_\_\_\_\_

**TOWN OF BOXFORD  
SELECT BOARD**

\_\_\_\_\_  
Barbara G. Jessel, Chair  
DATE \_\_\_\_\_  
\_\_\_\_\_  
Peter C. Perkins, Clerk  
\_\_\_\_\_  
Charles J. Costello  
\_\_\_\_\_  
Mary Anne Nay  
\_\_\_\_\_  
Judith A. Stickney

# ATTACHMENT "A"

## Boxford Police Bid Shift Form

For the period: \_\_\_\_\_ through \_\_\_\_\_

All Officers must sign on or before end of shift on \_\_\_\_\_  
(30 days prior to start of bid shift period)

Once made, no employee may alter or amend their selection of shift  
without the written approval of the Chief of Police

**1<sup>st</sup> Shift**    **7 a.m. to 3 p.m.**    \_\_\_\_\_

**7 a.m. to 3 p.m.**    \_\_\_\_\_

**7 a.m. to 3 p.m.**    \_\_\_\_\_

**8 a.m. to 4 p.m.**    \_\_\_\_\_

**2<sup>nd</sup> Shift**    **3 p.m. to 11 p.m.**    \_\_\_\_\_

**3 p.m. to 11 p.m.**    \_\_\_\_\_

**3 p.m. to 11 p.m.**    \_\_\_\_\_

**3<sup>rd</sup> Shift**    **11 p.m. to 7 a.m.**    \_\_\_\_\_

**11 p.m. to 7 a.m.**    \_\_\_\_\_

**11 p.m. to 7 a.m.**    \_\_\_\_\_

### Additional Requirements:

- The Chief will schedule Patrol officers from shift to shift with no loss of current 4+2 days off.

## **ATTACHMENT “B”**

### **List of Town Details**

- Boxford Recreational Committee
- Boxford Athletic Association
- Boxford Historical Society
- Boxford Schools: Spofford, Cole
- Boxford PTO
- Boxford DPW (includes Bartlett Consolidated when it's a town repair not covered by insurance)
- West Boxford Improvement Society
- Town Road jobs under Chapter 90