

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF BOXFORD

AND THE

BOXFORD POLICE RESERVE ASSOCIATION

JULY 1, 2020 - JUNE 30, 2023

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COLLECTIVE BARGAINING AGREEMENT
Town of Boxford and the Boxford Police Reserve Association

ARTICLE 1
PARTIES

This agreement made by and between the Town of Boxford, hereinafter referred to as the "Town", and the Boxford Police Reserve Association, hereinafter referred to as "The Association".

ARTICLE 2
DEFINITIONS

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

1. "Member of the Boxford Police Reserve Association" shall mean any part-time police officer and any special police officer of the Town of Boxford who shall be enrolled upon the records of the Association as a member.
2. "Reserve" shall mean any part-time officer who is duly appointed "Reserve Police Officer" by the Boxford Board of Selectmen.
3. "Employee" shall mean any part-time Reserve police officer, as defined above, but shall not include other part-time employees, office or clerical personnel, auxiliaries, or police cadets.
4. "Overtime" shall mean any time worked by an employee as a part-time police officer for the Town of Boxford in excess of eight (8) hours in any shift or any time in excess of forty (40) hours in one week, exclusive of Special Detail Duty, and shall be paid based on the rate for the overtime shift filled pursuant to Article 17.
5. "Special Detail Duty" shall mean assignments by the discretion of the Chief that are not considered shift or detail work.
6. "Certification" shall mean 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

The Town recognizes the Association as the exclusive bargaining representative for all part-time police officers of the police department of the Town.

ARTICLE 4
TERM OF CONTRACT

The term of this contract shall be from July 1, 2020 to 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 between the parties.)

Negotiations for a new Agreement shall commence at least ninety (90) days prior to the expiration of this Agreement.

ARTICLE 5
EMPLOYEE RIGHTS AND REPRESENTATION

Neither the Town nor the Association shall discriminate against any employee because of such employee's race, color, religion, sex, age or natural origin.

Employees have, and shall be protected in the exercise of the right freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to the public, to officials of the Town of Boxford, and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law.

Further, no representative, Department official or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Association;
2. Interfere with the formation, existence, operations or administration of the Association;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association;

4. Discriminate against any employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or in behalf of the Association; or
5. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the Association recognizes and agrees that the supervision, management and control of the Town's business, operations, working force and facilities are exclusively vested in the management of the Town. Without limiting the generality of the foregoing, the Association recognizes and agrees that the right to plan, direct, and control the Town's business, operations and working force; to hire, promote, transfer, and lay off employees; and lawfully and for just and proper cause to demote, discipline, suspend, or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks, classifications, and standards of performance for employees is vested exclusively in the management of the Town, except as modified by this Agreement. The foregoing shall not be taken, however, as a limitation upon the rights of the Association to represent the employees covered hereby in the procedures provided in this Agreement. In the event a promulgated administrative policy and or procedure conflicts with this Agreement, the terms and conditions of this Agreement shall control.

ARTICLE 7
NO-STRIKE CLAUSE

1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association 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.
2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith 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 Association shall take all reasonable means, including a public written statement, to induce such employee or group of employees to terminate the strike, work stoppage, or withholding of services and to return to work forthwith.
3. In consideration of the performance by the Association of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association nor 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 the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings.

ARTICLE 8
STABILITY OF AGREEMENT

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.
2. The failure of the Town or the Association 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 or relinquishment of the right of the Town or of the Association to future performance of any such term or provision, and the obligation of the Association and the Town to such future performance shall continue in full force and effect.

ARTICLE 9
GRIEVANCE PROCEDURE AND ARBITRATION

1. The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.
2. Any grievance that falls within the jurisdiction of the Chief of Police shall be made by a member of the Association 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 than 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, 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. 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. If the Board takes no action within the fourteen (14) day period after the grievance has been submitted to it in writing or if the Association or member of the Association is not satisfied with the Board's decision, then the matter shall be referred to the State Board of Conciliation and Arbitration for final arbitration in accordance with the provisions of Section 8 and Section 9 of General Laws of 1973, C. 150 e.
 - b. Any grievance hereunder submitted to the Board of Selectmen for adjustment or later appealed or referred to the State Board of Conciliation and Arbitration shall be limited to the written grievance as submitted to the Board of Selectmen.

ARTICLE 10
CLOTHING ALLOWANCE AND EQUIPMENT

1. The Town shall pay the sum of six hundred dollars (\$650.00) toward the cost of an employee's uniform and other required clothing after the employee has completed one (1) year of service as a part-time police officer for the Town, provided that he has worked not less than two hundred (200) hours per year. An employee that has completed one (1) year of service as a part-time officer that has worked more than one hundred (100) hours, but fewer than one hundred fifty (150) hours in the previous fiscal year shall be entitled to fifty percent (50%) of the clothing allowance sum reference above and an employee that has completed one (1) year of service as a part-time officer that has worked more than one hundred fifty (150) hours, but fewer than two hundred (200) hours in the previous fiscal year shall be entitled to seventy five percent (75%) of the clothing allowance sum referenced above. All uniforms and required clothing so purchased must conform to department specifications. This allowance shall be paid at the employee's request, either in cash installments of \$250.00 on August 1st and the balance on January 1st, or as reimbursement upon presentation of paid receipts. Cash installments for employee eligible for less than a full share of the clothing allowance sum shall be equally divided and paid on August 1st and the balance on January 1st. Allowances previously paid prior to the execution of this contract shall be paid retroactively.
2. Newly hired officers shall be exempt from the requirements for minimum hours enumerated in #1 above in the second fiscal year of employment only.
3. As to those employees not covered by Paragraph 1, above, the Town agrees that it shall include in its annual budget recommendation the sum of two hundred dollars (\$200.00) for each employee under a line item for clothing for part-time police officers, and that the amount finally appropriated shall be expended as determined in the reasonable discretion of the Chief of Police for the replacement of uniforms and other required clothing. There shall be no obligation for the Chief to expend all sums appropriated. Further, the Chief shall not be bound by any specific formulas or quotas for allocation of funds.
4. In addition to the above, the Town, at its sole cost and expense, shall supply to all employees all leather goods, handcuffs, revolvers, holsters, belts, night sticks, shoulder patches, ammunition, badges, flashlights, and batteries, and such other equipment designated by the Chief, which equipment shall remain the property of the Town.

The Town at its sole cost and expense shall also supply bullet-proof vests to any officer that requests one provided he or she conforms to the minimum hours as stated in Paragraph #1. Every employee issued a bullet-proof vest paid for by the Town shall wear the vest at all times while on 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 Chief's discretion.

5. 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 restitution shall be turned over to the Town. Normal wear and tear or items damaged through the careless negligence or misuse by a police officer shall not be considered damaged in the line of duty.

ARTICLE 11 **HOLIDAYS**

Any employee who is assigned a regular schedule shift commencing on any of the following eleven (11) holidays shall be compensated at one and one - half (1- 1/2) times his hourly rate for his time on the shift. The included holidays are New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. For the purposes of this Article, the term "holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. of each holiday permitted with the exception that holiday one and one half times compensation shall be paid for the 3p to 11p shift preceding New Years' Day, Thanksgiving Day and Christmas Day.

ARTICLE 12 **COURT TIME**

Any 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 a District Attorney or Assistant District Attorney, or at any pre-trial 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 a 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 Magistrate, or in conference with a 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 compensation for every hour at a rate of pay equal to time and one half his regular rate which he was in such attendance or appearance, including travel time to and from Court; and that a guaranteed minimum of four (4) hours pay equal to time and one half his regular rate be paid for any hours less that time; provided, however, that if he so attends or appears, during any one day, on more than one such 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. It is agreed and understood that the provisions of this paragraph shall apply only to the extent that the appearance

recited herein relate to and arise out of the course of the employee's employment for the Police Department of the Town of Boxford. It is further agreed and understood that this Article shall not apply to the extent that the appearance occurs during a regularly scheduled shift of the employee.

ARTICLE 13
COURT TIME AND HEARING CIVIL MATTERS

If an employee is summonsed to Court on a civil or domestic matter, he shall be compensated at a rate of pay equal to time and one-half his regular hourly rate with a guaranteed four (4) hours minimum.

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 14
HOURS OF WORK AND OVERTIME

1. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled shifts shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday 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 situation where time is of the essence in executing the overtime, job, such additional personnel as are deemed necessary by the Chief of Police may be required to work overtime on an assigned basis. There shall be no discrimination against any employee who declines to work overtime on a voluntary basis.
2. Time and one half shall not include the following:
 - 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 Department approval);
 - b. Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement (subject to Department approval);

- c. A change in the schedule of any employee who is shifted from one work shift or tour of duty to another work shift or tour of duty for a period of twenty-eight (28) or more consecutive calendar days.
3. In the event that an employee is asked to work either at a fill-in or on a special assignment, a guaranteed four (4) hour minimum will be paid. Employees requested to work for prisoner watch and/or prisoner transport commencing after 10:00 p.m. shall be compensated at time and one-half.
4. Bargaining unit members shall be entitled to choose by right of first refusal, one-half (1/2) of all scheduled unfilled shifts on a monthly basis, unfilled shifts shall be deemed to be those work shifts known to be available by virtue of planned vacation, personal time, holidays, department scheduled training, continuing sickness or injury, or other known, anticipated vacancy factor created by a full time officer. These shifts will be offered by seniority to all reserve officers on a fair and equitable basis.

ARTICLE 15 **INSURANCE**

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 \$1,000,000. If for any reason the insurance policy is canceled 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.
2. To the extent that the Town presently provides insurance coverage for injuries to employees incurred in the line of duty, it is agreed that the Town will pay any deductibles provided for in said insurance policies and it is further agreed that the Town shall maintain said policies or comparable replacement policies during the term of this Agreement.

ARTICLE 16 **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 first be distributed among the full-time members of the Department on a fair and equitable rotation basis, and posted as the details become available on forms acceptable to the Association 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 the Association who are employed by the Town as full-time police officers. Details which are not distributed among the full-time police officer as above provided shall be distributed among the employees of the Department as described in this Agreement on a fair and equitable rotation basis and posted as above provided.

The rate of compensation for such details shall be as the Board of Selectmen and the Association may from time to time establish, provided that such rate of compensation and application of minimum hours and application of detail rate time and one half shall be the same as the rate of compensation and terms related to police details as negotiated by the Town by Contract with Teamsters Local 25, Boxford Police Patrol Officers.

If the rate of detail compensation and terms are adjusted by the Town, these new detail rates and terms shall apply equally to this Article and contract, without renegotiation. The Town shall maintain a fund of \$1,000.00 from which to make prompt payments to members pending collection of payments.

Effective January 1, 2012, at the sole discretion of the Chief of Police, a Reserve Officer found to be frequently unavailable to work patrol shifts may be warned in writing by the Chief thirty days prior to the quarterly bid shift that continuation of unavailability is unacceptable. Throughout the ensuing three month period, the Chief may monitor the Reserve Officer's availability, and if it continues at unacceptable levels, at the conclusion of the quarterly bid shift, the Chief may deny the Officer opportunities for overtime and detail shifts.

ARTICLE 17
RATE OF COMPENSATION

The hourly rate of compensation for employees is as follows:

Effective July 1, 2020 1.5 % Increase:

	<u>Base rate of pay</u>	<u>Eve Shift (5%)</u>	<u>Mid Shift (7%)</u>
Special Officer:	\$20.62	\$21.65	\$22.06
Reserve Officer:			
0-36 Months of service	\$20.62	\$21.65	\$22.06
36 Months of service and up	\$21.28	\$22.34	\$22.77

Effective July 1, 2021 2.00 % Increase:

	<u>Base rate of pay</u>	<u>Eve Shift (5%)</u>	<u>Mid Shift (7%)</u>
Special Officer:	\$21.03	\$22.08	\$22.50
Reserve Officer:			
0-36 Months of service	\$21.03	\$22.08	\$22.50
36 Months of service and up	\$21.71	\$22.80	\$23.23

Effective July 1, 2022 2.00 % Increase:

	<u>Base rate of pay</u>	<u>Eve Shift (5%)</u>	<u>Mid Shift (7%)</u>
Special Officer:	\$21.45	\$22.52	\$22.95
Reserve Officer:			
0-36 Months of service	\$21.45	\$22.52	\$22.95
36 Months of service and up	\$22.14	\$23.25	\$23.69

Retroactive Pay due to employee's for FY21 shall be funded and paid by the Town on or Before December 1, 2021.

SHIFT DIFFERENTIAL:

All members of the bargaining unit who work on the evening shift shall be entitled to an additional 5% applied to the employee salary rate of pay and additional 7% for the late night shift differential applied to the employee's salary rate of pay.

Commencing July, 2015 (for service during the FY 2015), members shall receive each July, in addition to his/her regular compensation, an annual productivity based stipend computed according to the number of full 8-hour shifts worked in the previous fiscal year. The annual productivity stipend shall be awarded as follows:

<u>Number of 8-hour shifts worked</u>	<u>Stipend amount</u>
24 or less	\$ 0.00
25 to 29	\$200.00
30 to 50	\$300.00
51 or more	\$600.00

ARTICLE 18
E.M.T. COMPENSATION

After and not including the initial year of employment, payment for Emergency Medical Training (EMT) Certification should be obtained by September 1 of each year. Payment of \$325.00 per year to be made the first pay period of December.

ARTICLE 19
EDUCATION INCENTIVE

Effective July 1, 2011, after and not including the initial year of employment, any employee covered by this agreement who possesses a degree in Criminal Justice from an officially accredited college or university shall be paid an education incentive as shown within this paragraph. Notwithstanding, and upon the sole discretion and recommendation of the Chief of Police to the Appointing Authority and or their respective designee for approval, which shall not be unreasonably withheld, an employee possessing a degree(s) other than Criminal Justice may receive the Education Incentive in accordance with Article 19.

	FY22(.05% Increase)	FY23 (1.0% Increase)
Associate Degree	\$289.00	\$292.00
Bachelors Degree	\$420.00	\$424.00
Masters/Doctorate Degree	\$552.00	\$558.00

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

ARTICLE 20
IN SERVICE TRAINING

The Town shall be required to pay an employee for his time expended in courses and training required in order to obtain his First Responder, firearms training, and such other meetings and/or training which the Chief of Police in his sole discretion shall determine are mandatory, in that attendance of all employees is required, including but not limited to any and all required Certification pursuant M.G.L. c. 6E, sec.4(g) as it may be amended. Any such mandatory meeting shall be posted and the employees shall be notified of said mandatory meetings in a manner acceptable to the Association and the Town. In the event that any employee who is working at his regular full-time place of employment, not be penalized if he cannot attend a mandatory meeting or training class or recertification; however, the employee is required to make alternate arrangements with the Chief of Police or his designers to attend another meeting, training class, or recertification at another time and date set by mutual agreement. Employees shall be compensated for training described in this article at time and one-half except in the initial year of employment compensation shall be at straight time.

ARTICLE 21
USE OF EMPLOYEE'S 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 the Town, provided, however, that an employee shall not be required to use his personal motor vehicle for routine police duties, excluding court appearances for which he maybe required to use his personal motor vehicle. Travel or and from an employee's home to his usual place of employment shall not be considered assigned or required use. The employee shall be reimbursed at the current IRS approved rate.

ARTICLE 22
ANNUAL RE-APPOINTMENTS

Each Reserve Officer shall be subject to annual re-appointment by the Town. Whether a Reserve Officer is re-appointed shall be within the sole discretion of the Town and the officer shall be notified in writing of the Town's action not to reappoint.

ARTICLE 23
JOB SECURITY

Any employee, as defined by this Agreement, may be dismissed or discharged if he 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 the Association renders a written report to the Board that in his opinion, the employee is not capable physically or mentally of carrying out the duties assigned to him. The employee must submit to such examination upon request, but shall have the right to have his own doctor or doctors present at the time of examination and shall have the right to submit to the Board a report or reports from his own doctors relative to his physical or mental capacity to perform his assigned duties. In the event that the Board of Selectmen and the Association are unable to agree upon the selection of an impartial doctor or psychiatrist, then, and in that event, the Board of Selectmen and the Association shall each designate an impartial doctor or psychiatrist, who shall intern appoint a third impartial doctor or psychiatrist, and that third impartial doctor or psychiatrist shall render a written report to the Board as herein provided.

Any employee may be suspended without pay if he is charged with a commission of a felony and the conviction for any felony charge shall be grounds for prompt dismissal. Any employee may be suspended without pay if he is charged with a misdemeanor that is punishable by a sentence to the House of Correction for a period of a least one year, and the conviction of an employee on such grounds shall be grounds for prompt dismissal. Further, any employee may be suspended without pay or dismissed for just cause.

Any employee "dismissed" by the Board of Selectmen or the Chief 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 private at the discretion of the employee. If the employee is not reinstated after the hearing he shall be entitled to written reasons for the grounds for his dismissal. 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 employee shall be entitled to a hearing before an Arbitration Board. Said hearing to be limited to the issue raised by the written reasons as furnished to the employee.

The hearing shall take place within thirty (30) days subsequent to the employee receiving the written reasons for his dismissal by the Board of Selectmen.

The Board of Arbitrators shall be selected as follows:

1. The employee shall have the right to select one (1) arbitrator, the Town shall have the right to select one (1) arbitrator, and the 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.
2. 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.
3. If for any reason that it shall be impossible to obtain an arbitration panel as above set forth, then the matter may be referred to the State Board of Conciliation and Arbitration as set forth in Article IX of this agreement.
4. The cost of arbitration shall be borne equally between the parties.

Failure to reappoint shall not be considered a dismissal under the terms of this Agreement.

ARTICLE 24 **HEPATITIS VACCINATIONS**

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

ARTICLE 25 **PAYROLL FREQUENCY**

After July 1, 2007, the Town of Boxford, may at any time, at its sole discretion, without further bargaining, institute an every fourteen day (every two-weeks) payroll system for all employees covered under this contract.

ARTICLE 26 **DEPARTMENT MEETINGS**

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 27
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 Reserve Police Officers. Each year, at a time of his choosing, the Chief shall randomly select as few as three, and no more than five, active Reserve Officers for testing. Selected employees shall be informed and compensated for time necessary to complete testing as per the contract.

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 and 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) Metamphetamine
- (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.

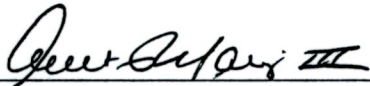
RESOLUTION

WHEREAS, the Boxford Police Reserve Association hereinafter ("Association") has taken the following action:

1. Approved the document titled "Collective Bargaining Agreement Between The Town of Boxford and the Boxford Police Reserve Association July 1, 2020 – June 30, 2023" hereinafter ("Agreement").
2. Authorized the Executive Officers of the Association to execute the Agreement and to take any other action necessary in furtherance thereof.

Resolved this 15th day of June 2021.

Boxford Police Reserve Association



Albert P. Manzi III
President

**Agreement of Contract Extension and Modification
of the Collective Bargaining Agreement
By and Between
Town of Boxford and
The Boxford Police Reserve Association**

July 1, 2019 – June 30, 2020

Now comes the Town of Boxford hereinafter referred to as the (“Town”) and the Boxford Police Reserve Association hereinafter referred to as the (“Association”) collectively referred to as the (“Parties”).

WITNESSETH

1. WHEREAS the Parties entered in a three (3) year Collective Bargaining Agreement hereinafter (“Agreement”) on or about July 1, 2013 with an expiration on or about of June 30th, 2016 incorporated by reference herein and marked as Exhibit “A”.
2. WHEREAS, the Parties by mutual agreement extended and modified the Agreement for a three (3) year term with a one (1) page Memorandum of Agreement hereinafter (“MOA”) commencing on or about July 1, 2016 with an expiration on or about June 30, 2019 incorporated by reference herein and marked as Exhibit “B”.
3. WHEREAS, on or about February 23, 2019 the Association sent a communication to the Town of their intent to initiate good faith collective bargaining pursuant to Article 4 of the Agreement incorporated by reference herein.
4. WHEREAS, the Parties recognize uncertainties with respect to municipal revenue(s) at present given the COVID-19 Pandemic.
5. WHEREAS, the Parties in good faith mutually agree to extend and modify the Agreement with this successor Agreement of Contract Extension and Modification hereinafter (“Extension Agreement”) subject to the terms and conditions as stated herein.

NOW THEREFORE, the Parties agree to the following terms and conditions as stated herein:

6. **Amend Article 4 – Term of Agreement.** The Parties agree to a one-year successor Extension Agreement term from July 1, 2019 through June 30, 2020.
7. **Amend Article 17 – Rate of Compensation:** The Parties agree to amend Article 17 with respect to a base wage increase of 2.00% percent retroactive to July 1, 2019.
8. The Parties shall commence good faith Collective Bargaining talks for the next contract term on or before December 1, 2020 and shall use good faith efforts to achieve the same.
9. All other terms and conditions stated within Agreement and MOA and not modified pursuant to this Extension Agreement shall remain in full force and effect.