

BARGAINING AGREEMENT

BETWEEN

THE TOWN OF DUXBURY

AND THE

DUXBURY POLICE COMMANDERS ASSOCIATION

July 1, 2013 to June 30, 2016



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**BARGAINING AGREEMENT BETWEEN THE  
TOWN OF DUXBURY AND THE DUXBURY POLICE COMMANDERS  
ASSOCIATION**

**ARTICLE I  
AGREEMENT**

- 1.0 Pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, Chapter 149, Section 1780 through 178N, as amended by Chapter 150E, this Agreement is made and entered into this first day of July 2013 by and between the Town of Duxbury hereinafter referred to as "the Town" and the Duxbury Police Commanders Association, MCOP Local 376, AFL-CIO hereinafter referred to as "the Association". It has as its purpose the promotion of harmonious relations between the Town and the Association, the establishment of equitable and peaceful procedures and for the resolution of differences so that continued stable and progressive protective services are provided the citizens of the town.
- 1.1 If any provisions of this Agreement are invalidated by final judgment from a competent tribunal, then such provisions shall be considered null and void and shall not be binding on the parties hereto, and in such event the remaining provisions of this agreement shall remain in full force and effect.
- 1.2 This agreement between the Town and the Association is intended to be and shall be in full settlement of all issues which were or which the Association or the Town has by law the right to make the subject of collective bargaining in negotiations between them, preceding the execution of this agreement.
- 1.3 Either party may at any time propose specific amendments to this agreement and the parties may mutually agree on amendments and the effective date thereof, but neither party shall be obligated to consider or negotiate such proposed amendments. Additions to this agreement shall be evidenced by Letters of Mutual Intent, which shall be signed by representatives of the parties duly authorized by the Town and the Association.
- 1.4 The parties agree that the Chief of the Department will meet with members of the bargaining unit at mutually agreed upon times, during the term of this agreement, to discuss matters of mutual interest and training (one meeting of up to four hours per month). The time spent by members of the unit in these discussion periods shall be unpaid and not counted for purposes of computing of overtime:

**ARTICLE II  
RECOGNITION**

- 2.0 The Town of Duxbury recognizes The Duxbury Police Commanders Association as the exclusive collective bargaining agent relative to wages, hours, standards of productivity and performance, and working conditions for all the regular permanent Lieutenants and excluding all other officers of the Police Department and the Town.
- 2.1 The Deputy Chief is excluded from the bargaining unit. The Town reserves the right to create rank(s) above Lieutenant which may result in job duties and responsibilities performed by Lieutenant(s) assumed by the individual in the superior rank(s).
- 2.3 The Town will maintain at least two Lieutenants in order to maintain the Association.

**ARTICLE III  
MANAGEMENT RIGHTS**

- 3.0 Except as expressly limited by a specific provision of this agreement, the Association recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the police department and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives, which the Town has not expressly modified or restricted by a specific provision of this agreement, are retained and vested exclusively in the Town. All civil service positions with regard to appointments and promotions are exempt from this section.
- 3.1 The Town, except as limited by this agreement, will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority and prerogatives of management, including but not limited to, the following:
- a) the operation and direction of the affairs of the Town of Duxbury in all of its various aspects;
  - b) the determination of the level of services to be provided;
  - c) the direction, control and supervision of employees;
  - d) the increase, diminishment, change or discontinuation of operations in whole or in part;
  - e) the institution of technological changes or the revising of processes, systems or equipment from time to time;
  - f) the alteration, addition or elimination of existing equipment or facilities;
  - g) the determination of the location, organization, number, and training of personnel;
  - h) the transfer of employees, including, without limitation, the choice of which employee(s) will be transferred, the duration of such transfer(s) and the work site to which the employee will be transferred;
  - i) the granting and scheduling of leaves, subject to the terms of this agreement;

- j) the assignment of overtime, subject to the terms of this agreement;
- k) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classifications(s) to be called, subject to the terms of this agreement;
- l) the determination of whether goods should be leased, contracted or purchased;
- m) the hiring, appointment, or promotion of employees, including the determination and qualifications and requirements for the position;
- n) the demotion, suspension, discipline or discharge of employees;
- o) the layoff or relief of employees due to lack of funds or work, the incapacity to perform duties, as otherwise provided by law.

And the Town will have the right to invoke these rights and to make such changes in these items, as the Town in its sole discretion may deem appropriate, without negotiation with the Association, except to the extent expressly abridged by a specific provision of this Agreement.

During an emergency, the Town will have the right to take any action necessary to meet the emergency.

- p) the evaluation of employees, including the frequency of evaluations, determination of evaluator(s), the conducting of the evaluation, and the evaluation instrument used by the Employer including from time to time the change of the evaluation instrument subject to impact bargaining; subject to Ch. 31, Section 6A

#### **ARTICLE IV ASSOCIATION AND EMPLOYMENT SECURITY**

4.0 The Town agrees to deduct Association dues in accordance with the provisions of Chapter 180, Section 17A of the General Laws of Massachusetts. Such deductions of dues shall be made upon receipt of proper-signed authorization forms requesting such deductions from the individual members of the Association.

4.0.1 The Town and the Association recognize the right of all members of the Duxbury Police Department covered by this agreement to voluntarily join or refrain from joining the Association. However, the Town agrees, as a condition of employment, to deduct an agency service fee in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration but such amount shall not be more than the periodic dues paid by officers who are members of the Association. This section shall not become operative until thirty (30) days after (1) the hire of a new officer covered by this agreement, (2) the transfer of a Town employee into a position covered by this agreement, or (3) any present officer not now or in the future having dues deducted in accordance with the first paragraph of this section. The Association has certified in writing that any agency

service fee be instituted only on a vote of a majority of all officers in the bargaining unit present and voting. This agency service fee shall be \$27.60 per week and shall be deducted by the Town Treasurer and paid to the Association at the same time as Association dues are paid.

- 4.0.2 The Association shall reimburse the Town for any expense incurred as a result of being ordered to reinstate an officer terminated at the request of the Association for not paying an agency service fee. In such litigation, the Town shall have no obligation to defend the termination.
- 4.1 Except as the need of the department may require and otherwise directed by the Chief, the principles of rank and seniority shall apply within the Duxbury Police Department in respect to vacations, holidays, overtime and leaves of absence. The length of service or seniority of a Lieutenant covered by this agreement shall be computed from the first date of his/her full-time employment with the Town, as a Police Officer, including the probationary period for such employment. He/she shall also be given credit on a pro-rata basis for that period of continuous part-time employment prior to his/her full-time employment with the Town. For purposes of computing his/her adjusted seniority date, forty (40) hours of this part-time service will be considered and credited as one week of full-time employment. Effective September 1, 2007, for purposes of computing his/her adjusted seniority date, thirty-seven and one-half (37.5) hours of this part-time service will be considered and credited as one week of full-time employment. A seniority list shall be posted on the Association bulletin board by the Chief and shall be kept up-to-date.
- 4.2 An absence from the payroll, other than personal illness or injury, of more than six months shall constitute a break in service. In such instance, length of service or seniority shall be computed from the date of his/her restoration to the payroll, but upon continuous service following such an absence for a period of twice the length of the absence, the length of his/her service shall be computed from the date obtained by adding the period of such absence from the payroll to the date of his/her original appointment.

**ARTICLE V**  
**HOURS OF WORK, WORK SCHEDULE AND TOURS OF DUTY**

- 5.0 Regular work shifts or tours of duty shall normally consist of eight (8) hours work per day and a week's work shall consist of forty (40) hours work (normally Monday through Sunday), except for the practicable administration for operation of the four-and-two work schedule hereinafter provided. Work shifts are as follows:

8:00A.M.	-	4:00P.M.
4:00P.M.	-	12 midnight
12 midnight	-	8:00A.M.

During the term of this agreement the present work schedule consisting of four (4) consecutive work shifts of scheduled active duty followed by two (2) work shifts of inactive duty shall apply. A four-on two-off work schedule showing

tours of daily duty and daily off-duty hours for all Lieutenants covered by this agreement shall be made by the Chief and posted on the departmental Bulletin Board. The Chief may assign to a five (5) day on, two (2) day off, work week schedule, i.e. 5-2, 5-2, 4-3, and repeat, when mutually agreed upon by the Chief and the Lieutenant or by the Chief in emergency situations.

- 5.1 The Chief of the department may, apart from the above, establish from time to time different work shifts (tours of duty) after having given due consideration to the convenience of the Lieutenant involved and to the extent circumstances permit having made an effort to distribute hours of work so as not to result in unreasonably long or irregular hours or days of work. Under normal circumstances, the Chief will post notice of the change in work shifts at least two weeks in advance of such change. Reasonable notice of change of hours, shifts, or work week shall be given to the officers affected which normally will be two calendar weeks.
- 5.2 Except in an emergency (as determined by the Chief) a Lieutenant shall not work more than sixteen (16) hours, excluding court time, in any twenty four (24) hour period regardless of when that twenty-four (24) hour period begins or ends, except as directed by and at the discretion of the Chief.
- 5.2.1 The Chief, at his discretion, may grant up to 8 hours off duty under the provision of section 5.2 (above).

#### **ARTICLE VI OVERTIME PAY**

- 6.0 Lieutenants shall be paid at the rate of time-and-one half their regular straight-time hourly wage for hours worked.
- (a) on their unscheduled work days, or
  - (b) beyond forty hours in the work week (effective September 1, 2007, beyond the officer's full-time regularly scheduled work week), or
  - (c) beyond eight continuous hours of work in the work day

Lieutenants shall work, or be credited with working, all of their scheduled hours during the work week before they are paid at the rate of time-and-one-half their regular straight-time rate for hours worked on any unscheduled work day.

Duxbury Police Commanders Association Bargaining Agreement

- 6.0.1 There shall be no duplication or pyramiding of overtime payments. In any work week in which the Town is required by law to pay overtime rates, it shall have discharged its obligation for such work week by paying at the rates provided herein, so long as the minimum requirements of the law are met.
- 6.1 In emergencies, or as the needs of the service require, Lieutenants covered by this agreement may be scheduled and requested to perform work on an overtime pay basis. In such an event, every effort shall be made by the Chief to distribute such overtime pay work opportunities as equitable and practicable. The present system of offering overtime opportunities to Lieutenants covered by this agreement on a rotational basis shall remain in effect during the term of this agreement. Lieutenants shall be given as much advance notice as practicable when required to work overtime pay hours. An officer shall not be called to work or charged with overtime if he/she is sick or injured, on vacation, death in the immediate family, working as a substitute for another Lieutenant, or working on special detail. This distribution of overtime opportunities is to be offered to Lieutenants separate from overtime required for court appearances or for special details. When working overtime hours while in the performance of their specialized work or any other assignment, a Lieutenant is given overtime hours to work any specialized assignment, he/she shall have his/her name removed from its position on the overtime rotational file and placed at the bottom of the list.
- 6.2 A Lieutenant covered by this agreement who has called in sick shall not be called to work overtime hours until a period of twenty-four (24) continuous hours have elapsed following the start of the shift he/she was unable to work because of such illness.
- 6.3 In the interest of Town economy and Lieutenant consideration, the Chief shall make every reasonable effort to keep overtime pay work to a minimum.
- 6.4 Lieutenants covered by this agreement who are called from their homes to perform unscheduled work shall be paid at the appropriate rate, but shall receive no less than four hours pay.
- 6.5 Lieutenants covered by this agreement shall not be required to suspend work while working their regular daily tour of duty to offset overtime.
- 6.6 Lieutenants shall be offered shift overtime after all members of the Duxbury Police Union have declined. Nothing contained herein shall limit the Town's right under Article I, Section 1.1, or Article III, to determine the content or extent of the work force, the assignment of the work tasks, or the right of the Town to add or curtail the number of police personnel.
- 6.7 The hours of absence during the week due to personal illness or injury shall be counted as hours worked for the purpose of computing weekly overtime, if any.



- 6.8 Lieutenants perform essential functions within the Police Department and may be required to perform these functions outside their normal hours. The Chief may assign a Lieutenant to an essential function that would require the Lieutenant's presence. These assignments will be administrative duties according to the responsibilities of each Lieutenant. These assignments will not be subject to overtime under article VI. Temporary changes in the Lieutenant's hours for this purpose shall not be arbitrary or capricious and shall not exceed four hours each week.

## ARTICLE VII HOLIDAYS

- 7.0 Lieutenants covered by this agreement shall be granted the following eleven paid holidays each year, if actively employed:
- |                        |                  |                  |
|------------------------|------------------|------------------|
| New Year's Day         | Memorial Day     | Veteran's Day    |
| Martin Luther King Day | Independence Day | Thanksgiving Day |
| President's Day        | Labor Day        | Christmas Day    |
| Patriot's Day          | Columbus Day     |                  |
- 7.1 Holidays falling on Sunday shall be observed the following Monday, and holidays falling on Saturday shall be observed on the preceding Friday except when Christmas, New Year's Day and Independence Day falls on Sunday that will be the day the holiday will be observed.
- 7.2 Holiday pay shall be computed at the Lieutenant's straight-time hourly rate of pay and shall not exceed eight (8) hours pay for any one holiday.
- 7.3 Any Lieutenant covered by this agreement who is required to work on any of the above-named holidays will receive holiday pay in addition to time and one half his/her straight-time hourly pay for hours worked on the holiday.
- 7.4 Lieutenants who were not scheduled to work and work on New Year's Day, Christmas, July 4<sup>th</sup>, and/or Thanksgiving will be compensated at double time rate in addition to receiving the holiday.
- 7.5 Lieutenants covered by this agreement who are called back to work on an emergency basis on Thanksgiving Day, Christmas Day, and New Year's Day shall be paid at the rate of time-and-one-half in addition to holiday pay for all hours worked.
- 7.6 The Town shall not be required to pay holiday pay to a Lieutenant for any holiday on which he/she has agreed to work if he/she fails, without being excused, to work the agreed upon number of hours.
- 7.7 If a holiday falls within a Lieutenant's vacation period, such Lieutenant shall have

the option of taking either holiday pay or an additional day of vacation, in addition to his/her vacation pay. Such option shall be subject to the approval of the Chief, who shall base his/her decision on the need and circumstance of the department at the time of the selection.

- 7.8 A full-time police Lieutenant may exercise the option of taking a compensatory day or days off in lieu of holiday pay by obtaining the advance approval of the Chief after the holiday but prior to the end of the fiscal year. The request for the compensatory day(s) must be scheduled with the approval of the Chief and shall not exceed seven (7) days in a fiscal year.

**ARTICLE VIII  
VACATIONS**

- 8.1 Vacations with pay will be granted to full-time Lieutenants covered by this agreement as follows:
- a. Vacation leave of two (2) calendar weeks shall be granted to any Lieutenant who, as of July 1, has been employed by the Town for at least one (1) year but less than five (5) years.
  - b. Vacation leave of three (3) calendar weeks shall be granted to any Lieutenant who, as of July 1, has been employed by the Town for five (5) years but less than (10) years.
  - c. Vacation leave of four (4) calendar weeks shall be granted to any Lieutenant who, as of July 1, has been employed by the Town for ten (10) years but less than twenty-five (25).
  - d. Vacation leave of five (5) calendar weeks shall be granted to any Lieutenant who, as of July 1, has been employed by the Town for twenty-five (25) or more years of service.

The below listed table will be used to calculate the prorated number of vacation leave days earned by Lieutenant's covered by this agreement during the fiscal year in which their fifth (5<sup>th</sup>), tenth (10<sup>th</sup>) or twenty-fifth (25<sup>th</sup>) year employment anniversary date occurs.

<u>month of</u>	<u>Number of additional days earned</u>
July	5
August	4
September	4
October	3
November	3

December	2
January	2
February	2
March	1
April	1
May	0
June	0

The Town shall credit the employee with the appropriate number of additional vacation leave days on the first day of the month following the month during which the employment anniversary date occurs.

- 8.1 The vacation year shall be from July 1 to June 30. Vacations shall be taken at the Lieutenant's convenience but subject to the Chiefs (or his designee) approval, which shall be given in a timely manner and is based on the need to maintain the department operating efficiency. Scheduling of vacation by eligible Lieutenants may be proposed from winter (November through April) and summer (May through October) periods on or before October 1<sup>st</sup> and April 1<sup>st</sup> respectively.

Subject to the need of the department, if a conflict exists between two or more Lieutenants, the Lieutenant with the greatest amount of consecutive Town service shall have first choice and the Lieutenant with the second amount of consecutive Town service the second choice and so forth. Displacement from the vacation list by reason of seniority shall not be allowed after the aforementioned dates.

Lieutenants choosing to forego pre-scheduling vacations, or to modify the present schedule, must do so as far in advance as possible, but at least one (1) week prior to the start of the vacation shift. Vacation request within one week of time off will be considered for approval by the Chief. Additionally, five vacation days off may be requested during the vacation year one-day in advance. In the event that vacation time is not requested within the above periods, the officer requesting said vacation shall have himself/herself available to the station until they have been notified that the shift has been filled.

- 8.2 Vacation pay will be based on the normal weekly hours of employment (exclusive of overtime) during thirty weeks preceding July 1 and at the rate at the time the vacation is granted. Any dispute regarding the computation of vacation pay shall be referred to the Town Accountant and the Town Treasurer and their decision shall be accepted by the officer or submitted as a grievance.

- 8.3 Vacation time may be cumulative for one year only and extra pay may be given in lieu of vacation time off from work with the approval of the Chief and the Town Manager. When vacation eligibility is carried over to the succeeding fiscal year, the Lieutenant will be paid at the straight time rate appropriate to the step and pay schedule when the vacation was earned. The Lieutenant is required to request approval from the Chief for pay in lieu of vacation time off by April 1 of the vacation year. All parties agree that the current year's rate of pay will be applied to carry over vacation.

- 8.4 Any Lieutenant covered by this agreement who is discharged for just cause prior to his/her vacation period shall not be entitled to vacation pay.
- 8.5 Upon the death of a Lieutenant covered by this agreement who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance accrued prior to the Lieutenant's death but which has not been taken by him/her.
- 8.6 The Lieutenants covered by this agreement shall have the option of requesting that he/she be paid his/her full vacation pay in advance by one week's written notice to the Chief.
- 8.7 The Chief or his designee shall make an effort to schedule court appearance of Lieutenant's covered by this agreement so that such appearance will not interfere with or interrupt the Lieutenant's vacation.

**ARTICLE IX  
SICK LEAVE**

9.0 All regular full-time Lieutenants covered by this agreement shall be eligible to receive time off with pay in the event of a bona fide personal sickness and non-service connected injury provided that one (1) hour's notice is given of the Lieutenant's intent to be absent. Failure to give such notice may result in not paying the first hour of sick leave unless an excuse satisfactory to the Chief is provided by the officer. Sick leave will be paid on the following basis:

<u>Continuous Service</u> <u>With the Town</u>	<u>Allowance of Paid Work</u> <u>Days per Calendar Year</u>
Less than 3 months	None
3 months to 12 months	Up to 1 1/4 days for each month
1 year or more	Up to 15 days.

- 9.1 A Lieutenant may be allowed up to five (5) family sick days per contract year. When taken, these days will be deducted from the officer's accumulated sick leave, and they do not count toward the five (5) days for medical certification under the Agreement.
- 9.2 A Lieutenant covered by this agreement shall be credited with the unused portion of sick leave granted up to a maximum of one hundred and fifty (150) days. Lieutenants James, Chubb, and Banfill will each be credited with 150 sick days.
- 9.3 In the case of exceptional circumstances where a Lieutenant has or is about to exhaust the sick leave allowed, additional allowance may be granted upon the application of the Lieutenant, the written recommendation of the Chief, and written approval of the

Town Manager. In determining whether such extended allowance shall be granted, the past absence of the Lieutenant's performance and record shall be taken into account. Consideration shall be given as to what portion of the allowance shall be appropriate at full pay and what portion at part pay. When additional sick leave allowance is granted under this section, the Lieutenant's future eligibility will be debited until the additional sick days have been reimbursed.

- 9.4 A physician's certificate of illness may be requested by the Chief for any period of illness. In any event, a physician's certificate of illness shall be submitted by the Lieutenant to the Chief after five (5) consecutive work days absence. These certificates will be forwarded to the Town Treasurer for authorization to pay or to continue sick leave payments and then to the Selectman. Failure to submit a certificate shall result in nonpayment of sick pay. The unauthorized use of sick leave for time off when not sick or injured may result in disciplinary action. If a physician's certificate is requested after one day's absence, the department shall bear the cost of the visit to the physician.
- 9.5 Upon retirement, a Lieutenant covered by this agreement shall be granted a day's pay for each three days of the unused portion of sick leave granted, up to a maximum of one hundred and fifty (150) days.
- 9.6 Sick leave made necessary by line-of-duty injury or illness shall be reviewed by the Chief and the Town Selectmen with regard to the Workmen's Compensation Law or other laws governing Municipal employees. Such line-of-duty sick leave shall not be deducted from the Lieutenant's accumulated sick leave if any Lieutenant covered by this agreement who is injured in the line-of-duty shall receive the benefits that are provided in Chapter 41, Section 111(F) of the Massachusetts General Laws.
- 9.7 A Lieutenant maybe allowed to take three personal days off from work without pay loss during the fiscal year. The dates of the personal days off shall be at the option of the Lieutenant but subject to the needs of the Department. Such personal days off shall not be charged against accrued sick days.
- 9.8 Any Lieutenant who has accumulated sixty (60) days, or more of unused sick leave may request to receive a cash payment of up to one-third of his/her unused accumulated sick leave days. Approved payments will be paid to the Lieutenant at the rate of one day's pay for each three (3) days of unused accumulated sick leave. This change from two (2) days to three (3) days is effective July 1, 1993. Lieutenants who elect to buy back earned sick leave days on this basis of one day's pay for three unused sick leave days may be denied the benefits of Section 9.3 of this Article. All payments made under this Section 9.8 shall require the approval of the Chief of Police and be subject to available funding. A day's payment shall be based on the Lieutenant's regular daily work schedule, including educational incentive pay but exclusive of overtime, shift differential, or any other pay benefit. In no event shall sick leave be reduced below thirty (30) sick leave days by the application of this Section.

- 9.8.1 Accumulation of sick leave is encouraged for unanticipated long term illness and to encourage such accumulation employees will be compensated with a days pay for each period of 180 continuous calendar days which said employee takes no (0) leave, provided the Lieutenant does not exercise the option available above noted as Article IX, Section 9.8. The rate of pay is equal to eight hours straight-time pay. The periods for calculating the departmental average will be from January 1 through June 30 and July 1 through December 31 each year.

Beginning in FY 01 the days pay noted in this section (9.81) will only be paid if the department average is less than 6 (six) days per officer.

Beginning in FY 02 the days pay noted in this section (9.81) will only be paid if the department average is less than 5 (five) days per officer.

Beginning in FY 03 the days pay noted in this section (9.81) will only be paid if the department average is less than 4 (four) days per officer, and the period of accrual will be 121 days.

- 9.9 Any Lieutenant who calls in sick and states that he/she is unable to work a schedule shift, shall notify the Department if he/she at any time during that work period shall become fit for duty. The Lieutenant shall be denied that day's sick pay if it is found that the Lieutenant was not sick and should have reported his/her availability for work.
- 9.10 Approval of the Chief is required to continue to participate in private enterprise while the Lieutenant is on a paid line-of-duty illness or injury leave of absence where such participation may, in the judgment of the Chief (and with substantiating medical evidence), be harmful to the recovery of the Lieutenant.

## ARTICLE X MISCELLANEOUS PROVISIONS

### 10.0 Bereavement Leave

Lieutenants may have up to four consecutive calendar days off without loss of pay in the event of death in the immediate family of said officer; namely husband, wife, children, the Lieutenant's mother, father, brother or sister, mother-in-law, father-in-law, (either step or natural but not both), grandparents, and in-laws. The days of this funeral leave shall be reduced or not allowed if the period of funeral leave occurs while the officer is on vacation, sick leave or other leave of absence.

### 10.1 Funeral and Burial Expenses

The Town agrees to pay the reasonable expense, not exceeding two thousand dollars (\$2,000), of the funeral and burial of any police Lieutenant of the department who while in the performance of his/her duty and as the result of an assault on his/her person, or as a result of an accident while responding to an emergency, while in the performance of his/her official duty or as a result of an accident involving a police department vehicle which he/she is operating or in which he/she is riding is killed or sustains injuries which

result in his death.

#### 10.2 Work Clothing and Cleaning Allowance

Lieutenants have a "Quartermaster" system for uniform management and distribution and receive \$725 per year for cleaning and repair of uniform.

#### 10.3 Convention Leave

Except, as the needs of the department require, the Chief may grant time off without pay to official delegates or alternate delegates of the Association to attend Mass Cop or MPA conventions. Whenever possible, the police Lieutenant delegates shall attempt to provide substitute(s) to work his/her tour of duty during his/her absence at the convention.

#### 10.4 Physicals

Lieutenants covered by this agreement may be required to take a physical examination at least every two years as a benefits to officers in maintaining good health and safety standards and as an aid to the department in making certain work assignments. The examination shall be given by one of the three licensed physicians selected by the Town. The employee will choose one of these three physicians to perform the examination. In the event of a dispute between the employee's physician and the physician provided by the Town, the two physicians shall select a third physician whose determination shall be binding on the parties. A general statement of health conditions will be requested from the Lieutenant by the Town to allow the physician to submit a statement of general health to the Chief. The Lieutenant's specific health problems that are affecting or causing poor job performance together with treatment recommendations will be provided to the Chief of Police and shall be confidential to the Chief and the Town Physician. The Lieutenant is further requested to cooperate with his/her physician and with the department in a health improvement program where unfavorable health conditions are found. The cost of the examinations, when requested by the Town shall be at Town's expense, but shall not exceed seventy-five (\$75) dollars.

Additional examinations may be required by the Town upon proof of limited job performance that may be the result of a medical problem. Also, additional exams may be required when problems indicative of a poor general health report is given by the Lieutenant's physician. Additional examinations requested by the Town shall be at the Town's expense for that portion of the physician's bill not covered by the Lieutenant's health insurance.

10.5 Police Lieutenants will participate each week, whenever practical in three (3) one-hour periods during their straight-time shifts in accordance with a schedule prepared by the Training Officer. Actual relief from assigned duties will be the responsibility of the shift supervisor who shall give consideration to the particular staffing and activities during that shift. Inability to participate in the fitness schedule during any particular shift will not necessarily require alternate scheduling and at no time will such fitness

periods be required or scheduled during overtime. Change of clothes and a shower will be included during the allotted one hour.

10.6 Each Lieutenant will be assigned a fully-equipped, unmarked Police cruiser that will be maintained by the town to be used for Police business. Lieutenants will take their cruisers home with them at the end of their shift to enable them to respond directly to crime scenes and emergency situations. Any personal use would need the authorization of the Police Chief.

10.7 All officers hired after January 1, 1988 are prohibited from smoking on or off duty.

#### 10.8 Distribution of Contract

The Town shall supply the Association a number of copies of this agreement equal to the number of Lieutenants within the unit and to any new Lieutenant at his/her request.

#### 10.9 Bulletin Board

The Town shall provide space for a Bulletin Board of reasonable size in the Police Station to use for Association notices concerning Association business and activities. All such notices shall be approved for posting by the Chief.

#### 10.10 Lieutenants' Performance Plan

The Duxbury Police Lieutenants' Appraisal Program will be implemented upon signing of this agreement using the form attached to be included in appendix A.

#### 10.11 Personnel File

Lieutenants, upon written request, have the right to review their personnel file. An officer will be entitled to have a representative of the Association accompany him/her during such review. The Lieutenants shall have the right to request and receive a single copy of any material in his/her personnel file pertaining to his/her conduct or services while employed by the Duxbury Police Department.

#### 10.12 Exclusion of Duxbury Personnel Plan

Unless otherwise provided for in this agreement the provisions of the 1972 Duxbury Personnel Plan and all subsequent Personnel Plans accepted by the Town shall not be a part of this agreement. However, the Town agrees that this provision does not waive the right or obligations of the Town under M.G.L. Chapter 150E, Section 6.

10.13 Police Lieutenants must have the following to perform duties:

- 1) A valid driver's license,
  - (A) If license loss is 6 months or less, officer may be reassigned at the



discretion of the Chief of Police, (in a position that does not require driving);

(B) If license is lost for any period, more than one time, the officer May be terminated,

2) Be First Responder Certified/CPR/AED and

3) Be Firearm certified.

10.14 Drug Testing- Lieutenants will agree to Drug testing as outlined in the Duxbury Police Manual, Policy and Procedure 100.0.

#### 10.15 Secondary Employment

Employees may engage in off-duty employment subject to the following limitations (this section does not apply to Department-assigned paid details, Chief's approval will not be unreasonably withheld. The denial must be for reasons that would adversely affect the performance of police duties):

Employees shall submit a written request for off-duty employment to the Police Chief whose approval must be granted prior to engaging in such employment.

Such employment shall constitute no more than twenty (20) hours per work week.

Employees shall not engage in any employment or business involving the sale or distribution of alcoholic beverages within the Town of Duxbury.

Employees shall not engage in or acquire or retain a financial interest in any employment or business, which is licensed by the Town of Duxbury.

Employees shall not be employed as a guard or security officer.

Employees shall not engage in any employment or business which would constitute a violation of General Law, Chapter 268A or St. 1909, Chapter 486, Section 8.

Employees shall not hold any elective office in the Town of Duxbury. Employees

shall not engage in or acquire or retain a financial interest in any business or employment involving investigatory work outside the Department. Investigatory work includes, but is not limited to, private detective, insurance company investigations, collection or credit agencies, or as an investigator for an attorney or bails bond agency.

Employees shall not work for an employer or acquire or retain a financial interest in any business with a person he knows has been convicted of a felony for one who openly associates with convicted criminals.

This supersedes any previous policy and is effective immediately.

- 10.16 FAMILY MEDICAL LEAVE ACT- The members of the bargaining unit are eligible for the provisions of The Family Medical Leave Act (FMLA) of 1993.
- 10.17 SMALL NECESSITIES ACT- The members of the bargaining unit are eligible for the provisions of the Small Necessities Act in accordance with Massachusetts General Laws Chapter 149, Section 152D.
- 10.18 All notifications, certifications and questions relating to FMLA and Small Necessities Act must be submitted to the Town Manager via Chief of Police.
- 10.19 VOLUNTARY DENTAL PLAN- The members of the bargaining unit are eligible for the Town's voluntary Dental Plan.
- 10.20 CAFETERIA PLAN - The members of the bargaining unit are eligible for the Town's Cafeteria Plan under Section 125 of the IRS Code.

#### **ARTICLE XI PAY PRACTICES**

- 11.0 The negotiated across-the-board pay increases shall be implemented so that Lieutenants will be placed in the same step position in the amended schedule.
- 11.1 Temporary promotions will be handled as follows:
- Any Lieutenant temporarily required to perform the full complement of duties and responsibilities of a higher grade, for a period of thirty (30) consecutive days or more, shall receive a 10% increase of his/her respective current salary.
- 11.2 The present system of offering special detail work on a rotational basis to Lieutenants covered by this agreement where the detail is to be paid for by an outside individual, group, corporation or organization shall remain in effect during the term of this agreement. The Town and the Association acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, notwithstanding any regulations or guidelines to the contrary, the Chief of Police has the discretion to require the presence of a sworn Police Officer, employed on a paid basis, in all instances where there is a street opening or any work to be done on a public way or at any public function in Town. The Chief shall have the further discretion to determine the number of Officers assigned to any such instance necessary to maintain public safety.
- 11.3 Assignments to special details as required or requested shall be made by the Chief of Police or his/her designee to regular full-time police officers first, then Lieutenants followed by permanent intermittent officers and then to the special police officers. The

Chief or his/her designee shall maintain a listing of all police Lieutenants willing to accept such details and will assign details as equitable as practicable among them during the calendar year. Any police Lieutenant who is

assigned a special detail and backs out of the detail shall be placed at the bottom of the list unless that Lieutenant is sick or injured, has a death in the immediate family or is reassigned by the Chief. Reasonable notice (normally twenty-four hours) shall be given to Lieutenants in advance of special duties.

The paid detail rate will be the overtime rate for a patrol officer with an Associate's Degree. This provision will be implemented as soon as possible after the Board of Selectmen has approved this provision. This provision does not apply to details for the Town of Duxbury or the Duxbury Public Schools unless the work has been contracted for by the Town pursuant to the Uniform Procurement Act.

- 11.4 In the event an extra paid or special detail is cancelled by the outside individual, group, corporation or organization without notice to the Police Department of at least two (2) hours prior to the start of the detail, the Lieutenant(s) assigned to the detail shall be paid for the schedule time of the detail of four (4) hours, whichever is less.
- 11.5 Lieutenants shall be paid by the Town Treasurer for each special detail worked out of a fund established by the Town in accordance with Chapter 44, Section 53 of the General Laws of the Commonwealth of Massachusetts. Payments to Police Lieutenant will be made in accordance with normal bi-weekly pay practices.
- 11.6 A Lieutenant who has called in sick shall not be called to start work on a special detail until a period of twenty-four (24) hours have elapsed following the start of his/her shift that he/she was unable to work because of such illness.
- 11.7 Lieutenants shall be paid a minimum of four (4) hours for detail assignments. When a paid detail assignment exceeds four (4) hours, the Lieutenant will be paid eight (8) hours regardless of the hours worked. Should the detail assignment go over eight (8) continuous hours, the additional hours worked by the Lieutenant shall be paid at one-and-one half (1 1/2) times the special detail rate.
- 11.8 Lieutenants covered by this agreement shall receive a minimum of four (4) hours pay, at the appropriate rate, when required to make a court appearance as witness and/or arresting officer in a criminal action.
- 11.9 When a police Lieutenant is subpoenaed to appear as a witness in a Civil action suit during his/her off-duty hours, which involved actions by the police Lieutenant in execution of his/her Town police duties, he/she shall be paid at his/her straight time hourly rate for the actual hours required and spent as a witness in court.
- 11.10 After ratification of the Agreement, Lieutenants whose regularly assigned (8) hour shift or tour of duty is between the hours of 4:00P.M. to 12 midnight and between 12 midnight to 8:00A.M. shall receive the following additional payment per eight hour

tour of duty:

4 P.M. to	12 midnight
12 midnight	to 8:00 A.M.
\$10.00	\$12.00

Lieutenants must have worked, or be credited with working; the full tour of duty to be paid the additional amount. No additional payment shall be made to Lieutenants working between the hours of 4:00P.M. and 8:00A.M. on exchange time, filling vacancies, special detail or any other unscheduled or overtime work, nor shall the additional amount be added to the hourly wage for purposes of computing overtime, or paid leaves of absences. All assignments to work shifts shall be made and approved by the Chief.

- 11.11 Compensatory time will be granted up to a maximum of twenty-four (24) hours at any point in time. The earning of compensatory time must be mutually agreed to and must be taken so as not to cause overtime, but once the time off has been approved the Lieutenant may take the time off. Compensatory time cannot be taken at such time where it will create an overtime cost to the Town.
- 11.12 Effective September 1, 2007, a Lieutenant's hourly rate of pay shall be determined based upon a 37.5 hour work week.

The following pay scale will become effective September 1, 2007. Lieutenants will fall into the pay step coinciding with their current time in grade. Step increases will be determined by the Lieutenants anniversary date of Promotion. Step-1 will apply to Lieutenants with less then 10 years in grade. Step-2 will apply to Lieutenants with 10 years or more in grade.

Effective July 1, 2013 (1.5%) <b>Step-1</b>	\$82,147.52
Effective July 1, 2013 (1.5%) <b>Step-2</b>	\$86,716.21

Effective July 1, 2014 (1%) <b>Step-1</b>	\$82,969.00
Effective July 1, 2014 (1%) <b>Step-2</b>	\$87,583.37

Effective January 1, 2015 (0.5%) <b>Step -1</b>	\$83,383.85
Effective January 1, 2015 (0.5%) <b>Step-2</b>	\$88,021.29

Effective July 1, 2015 (2.0%) <b>Step-1</b>	\$85,051.53
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Effective July 1, 2015 (2.0%) Step-2	\$89,781.72
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\*All rates subject to verification by the union and payroll

- 11.13 Lieutenants with ten (10) years of police service in the department will receive a 3% longevity payment as long as they remain ineligible for the educational incentive pay.

## ARTICLE XII MILITARY

- 12.0 A Lieutenant who is called for service in the armed forces of the United States shall be allowed one (1) day's leave with pay to take necessary physical examinations.
- 12.1 Lieutenants who are members of the National Guard or a United States Reserve Unit shall be granted up to 17 days off without pay for training without such time off being taken as a vacation leave.

## ARTICLE XIII GRIEVANCE PROCEDURE

- 13.0 Any difference as to the interpretation of this agreement in its application to a particular situation or as to whether it has been observed and performed, and the disposition of which is not preempted in any law, shall be a grievance under this agreement. Should any Lieutenant have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time by using the following procedure.

**Step 1-** Within five (5) working days after the occurrence of the situation, condition, or action giving rise to the grievance, the Association shall present and discuss his/her grievance with the Chief, giving all the pertinent information relative to the grievance and indicating the relief requested. Failure to submit a grievance within 5 working days after the occurrence of the situation that is being grieved will automatically result in dismissal of said grievance.

**Step 2 -** If the Lieutenant's grievance is not adjusted under Step 1 the Association may, within two (2) calendar weeks, refer the grievance to the Town Manager. Such grievance shall be in writing and give all the pertinent information relative to the grievance and indicate the relief requested. The Town Manager shall give a decision in writing within two {2} weeks.

- 13.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.
- 13.2 The Lieutenant shall have the right to have Association representation present at

Steps 1 and 2 of this procedure.

- 13.3 It is understood and agreed that any provisions of the Civil Service Laws and Rules, Town By-laws or any statutory requirements shall not be subject to this grievance procedure. However, the employee may request the Association utilize the grievance/arbitration procedure to appeal disciplinary actions that are subject to appeal to the Civil Service Commission under M.G.L. C. 31. There shall be a just cause standard for disciplinary actions, and employees must elect, in writing, to utilize either the grievance/arbitration procedure or the appeal procedure under Chapter 31 as their exclusive avenue of the appeal. It is specifically agreed the Association may use either one, but not both, of the above procedures to appeal disciplinary actions.
- 13.4 Whenever practicable, grievances shall be processed at a time and place so that the Lieutenants covered by this agreement will not suffer any loss of regular salary as a result of their required attendance.
- 13.5 A grievance on the part of the Town shall be processed by the Town Manager within (2) weeks of the occurrence to the Association. If not settled at that step, it shall be processed directly to arbitration in accordance with Article XIV.

#### **ARTICLE XIV ARBITRATION**

- 14.0 A grievance not settled through the grievance procedure may be presented by either the Town or the Association to arbitration within thirty (30) days after the final decision of the Town Manager has been given to the Lieutenant and the Association or the final decision of the Association when filed by the Town.
- 14.1 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provisions of the agreement alleged to have been violated, and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.
- 14.2 Within fifteen (15) calendar days following a written request for arbitration of a grievance, the Town or the Association may request the American Arbitration Association to submit a panel of names from which the Arbitrator may be chosen.
- 14.3 In the selection of the Arbitrator and the conduct of any arbitration, the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control.
- 14.4 Each party shall bear the expenses of preparing and presenting its own case and the cost of its own arbitration, if any. The costs, if any, of the neutral arbitrator, meeting place, and other incidental expenses mutually agreed to in advance shall be shared equally between the parties.
- 14.5 Nothing herein contained shall be construed so as to authorize any Arbitrator, acting

under this Article XIV, to alter or modify this agreement or any of its provisions so as to prevent the Town and the Association from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

**ARTICLE XV WORK  
STOPPAGES**

- 15.0 Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Association and the Lieutenants agree not to engage, induce or encourage any strike, work stoppage or withholding of services by Lieutenants, including extra hour services from the Town.
- 15.1 Should any of its members engage in any of the prohibited practices set forth above, the Association shall immediately in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.
- 15.2 The Association shall not question the right of the Town to discipline or discharge Lieutenants for engaging in, participating in or encouraging such practices and shall agree that such discipline and/or discharge shall not be considered a violation of this agreement. The Association may challenge the finding of whether the Lieutenant engaged in work stoppages.

**ARTICLE XVI  
ANTIDISCRIMINATION**

- 16.0 There shall not be discrimination by the employer or its agents against a Lieutenant because of his/her membership in the Association or any of its agents against a Lieutenant for non-membership in the Association.

**ARTICLE XVII  
INSURANCE AND PENSION**

- 17.0 The present method of the Town paying 75% of the Blue Cross/Blue Shield premium and deducting the remainder through regular payroll deduction shall remain in full effect. Effective with the signing of this agreement the Association agrees to accept the change of medical health coverage to Blue Cross/Blue Shield Master Health Plus.
- 17.1 July 1, 2007 changes for H.M.O. and July 1, 2007 for the Indemnity Plan at such later date as all other bargaining units agree to such co-payment change.

Emergency Room o-Pay	\$50
Physical Therapy	\$10
Office Visit Co-Pays	\$10
Prescription Drugs	
Generic	\$10
Preferred Brand	\$20
Non-Preferred Brand	\$35

Add to existing plan offerings a P.P.O. plan.

- 17.2 The present method of the Town paying 75% of the premium of the \$2,000.00 Life Insurance and Dismemberment Policy, and deducting the remainder through regular payroll deduction shall remain in full effect.
- 17.3 The present method of the Town offering optional Life and Dismemberment Insurance and deducting full payment for said insurance through regular payroll deduction shall remain in full effect.
- 17.4 The Town will comply with Massachusetts General Laws Chapter 32B.
- 17.5 The Association agrees to work with the Town, through the Chapter 32B Insurance Advisory Committee, to add an alternative group health insurance program, the purpose of which is to control overall health insurance costs through such mechanisms as co-insurance and deductible features. The Association also agrees that a provider other than Blue Cross/Blue Shield may be used to provide health insurance if the parties mutually agree to another provider.

#### **ARTICLE XVIII EDUCATION INCENTIVE**

18.0 Education Incentive

Agreement that no legal action will be taken against the Town relating to the Quinn Bill. If a member of the organization does bring suit against the Town relative to Quinn the contract shall immediately be re-opened for the purpose of educational incentive and salary discussion.

Elimination of Quinn language from the CBA, understanding that the bargaining unit will support the Town to bring the reversal of Quinn to Town Meeting and State Legislature for vote with bargaining unit supporting a Town Meeting petition and vote to eliminate Quinn at some point in the future at the local and state level.

The Union agrees that the Town can only support one educational incentive program. In the event that a court of jurisdiction rules that the Town may be required to fully fund the so-called Quinn Bill incentive, prior to any town meeting action to eliminate the Quinn Bill, the Union acknowledges that the Town will be limited in financial liability or to the extent of the difference of the amount paid to each eligible member for college incentive under the terms of the new incentive plan, adopted herein, and that of the full benefits outlined in the Quinn Bill.

Full Quinn for FY 11 and for FY 12 and 13 Educational Incentive of 20/15/7.5%, grandfathering current Associate degrees obtained prior to July 1, 2012, but eliminating incentive pay for new hires with Associates degrees. Town plans to create an educational incentive program to replace Quinn in order to compensate regular full time Duxbury Police Officers for the completion of college degrees from accredited colleges listed with



the U.S. Department of Education or the Council for Higher Education Accreditation, that advance the professional delivery of police services to the community. The educational incentive will be part of the base pay.

This benefit shall be limited to degrees in Criminal Justice, Law Enforcement or other previously approved related fields, directly related to the employee's duty assignments as determined by the Town Manager and the Chief of Police.

Educational Incentive increases shall be included in an officer's overtime rate of pay.

Entry into the Duxbury Educational Incentive Program shall begin;

- upon hire, or on the July 1st following completion of said degree,
- when the above criteria are satisfied and the officer's transcripts/degree have been submitted to the Chief of Police upon hire, and for current employees within 30 days of completing the degree requirements
- current Officers must also notify the Chief at least 6 months in advance of completion of previously approved degree

In order to qualify, the Officer, having attained the aforementioned preapproved college degree must present to the Chief of Police the following:

- (1) an official copy of the transcript of grades attained from the college or university attended, and
- (2) a copy of the diploma reflecting the degree attained

For the purpose of this article, Permanent Intermittent Officers, are not eligible for the incentive pay outlined herein but will become eligible should they become full time Duxbury Police Officers in the future.

Town of Duxbury's Police Educational Incentive will be Effective July 1, 2013

Bachelor's Degree 18%

Master's Degree 23%

Associates Degree 7.5% (only for officers who hold an associates as of July 1, 2012 new hires are ineligible)

This Educational Incentive is contingent on the Quinn Bill being eliminated as of June 30, 2012. If Quinn is not eliminated by June 30, 2012 the contract term will be only two years, and we will go back to bargaining.

## **ARTICLE XIX INJURED ON DUTY (LIGHT DUTY)**

19.0 In accordance with M.G.L. c. 41, Section III F, whenever a Police Officer is incapacitated for duty because of an injury sustained in the performance of his/her duty without fault of his/her own, or a police officer assigned to special duty by his/her superior officer, whether or not he/she is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity.

The Chief may assign or reassign any employee on light duty to whatever shift he/she determines meets the needs of the department. There shall be no 14-day notice for assignments or reassignments.

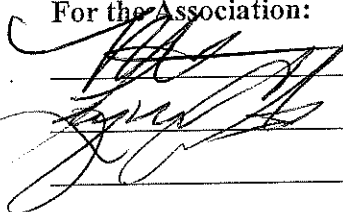
**ARTICLE XX  
DURATION OF AGREEMENT**

20.0 This agreement shall be effective as of July 1, 2013 and shall continue in full force and effect to and including June 30, 2016 and from year-to-year thereafter unless modified or terminated as herein provided.

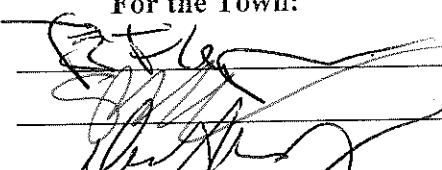

20.1 Either Town or the Association may reopen this agreement by written notice to the other not more than 180 days prior to the expiration of this agreement. Not more than Fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering the terms of the modified agreement. During negotiations of the modifications this agreement shall continue in full force and effect until the execution of the agreed to modifications and the implementations of the new agreement. The agreement may be reopened at any time if both the Town and Association mutually agree.

Agreed to this 7 day of January, 2019.

For the Association:

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

For the Town:

  
\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF SELECTMEN  
  
\_\_\_\_\_  
TOWN MANAGER

## LEAVE PROVISIONS

### APPENDIX A

#### FAMILY AND MEDICAL LEAVE POLICY

It is the policy of the Town of Duxbury to provide leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA").

All eligible employees are entitled to take up to twelve (12) work weeks of FMLA leave during a twelve month period under the following definitions and procedures.

#### ELIGIBLE EMPLOYEES:

Individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before the leave commences.

#### ELIGIBLE EMPLOYEES ARE ENTITLED TO FMLA LEAVE FOR:

1. The birth of a child and to care for the child or the adoption or placement for foster care of a child under 18 (or over 18 if the child has a physical or mental disability and is unable to care for him/herself).
2. A serious health condition which prevents the employee from performing the functions of his/her job.
3. To care for a child, parent or spouse who has a serious health condition.
4. Military service or family military leave
5. Caring for a family member recovering from an illness or injury suffered while on active military duty up to 26 weeks of unpaid leave in a single 12 month period.
- 6.

#### DEFINITIONS:

CHILD: Biological, adopted or foster children, stepchildren, or the child of a person with legal guardianship or who has day-to-day responsibility to care for and financially support a child, even if there is no biological or legal relationship; foster child, a stepchild, a legal ward, or a child or a person standing in *loco parentis*.

CONCURRENT LEAVE: State and Federal mandated leave entitlements normally run concurrently with each other and with leave provisions under any applicable collective bargaining agreement or policy.

HEALTH CARE PROVIDER: A doctor of medicine or osteopathy authorized to practice medicine or surgery by the State in which the doctor practices; a clinical social worker or a Christian Science practitioner or any other person determined by the Secretary of Labor, to be capable of providing health care services as defined under FMLA regulations.

INTERMITTENT LEAVE: Time away from the job taken in separate blocks of time due to a serious health condition.

PARENT: The biological parent, or persons who had day-to-day responsibility to care for and financially support a child. Parents-in-law are not included.

REDUCED LEAVE SCHEDULE: Reduction in the number of hours per workday or workweek.

SERIOUS HEALTH CONDITION: An illness, injury, impairment or physical or mental condition that involves:

1. Treatment as an inpatient in a hospital, hospice or residential medical care facility; or
2. A health condition that requires continuing treatment by or under the supervision of a health care provider. Continuing treatment includes: a) two or more treatments by a health care provider; (b) two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of a health care provider.
3. A health condition that requires continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that if untreated, would likely result in an absence from work of more than three days.

Examples of serious health conditions include: Heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, diabetes, epilepsy, asthma, alcoholism, emphysema, severe nervous disorders, injuries caused by serious accidents on or off the job, the need for prenatal care, childbirth and recovery from childbirth.

TWELVE MONTH PERIOD: The "rolling" twelve month period measured backward from the date any employee uses any FMLA leave.

SPOUSE: Defined in accordance with applicable State law, married couples that work for the Town are limited to a combined total of 12 workweeks during the 12 month period if leave is taken for birth or placement for adoption or foster care of a child or to care for a sick parent. Such leave to care for birth or placement for adoption or foster care of a child must be taken within 12 months beginning on the date of birth or placement for adoption or foster care.

## PROCEDURE

### NOTICE OF INTENT TO USE LEAVE:

Eligible employees will provide written notice of their intent to use FMLA leave to the Town Manager, thirty days in advance when the leave is foreseeable. For example, the birth or placement of a child for adoption, foster care, or planned medical treatment. When unforeseen events occur that require FMLA leave, the employees or a representative of the employee must provide written notice as soon as both possible and practical but in no event later than one or two working days of learning the need for the leave except in extraordinary circumstances. The notice will include the reason for the leave, the date the leave shall begin and the intended date of return.

When planning medical treatments, employees should consult with the Town when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the Town's operations.

### MEDICAL CERTIFICATION:

Leave to care for an employee's seriously-ill family member, or leave due to a serious health condition that makes the employee unable to perform the functions of the employee's job, must be supported by certification by a health care provider.

Employees must provide the certification within fifteen calendar days. If the need for leave was

not foreseeable, the employee must still provide the certification as soon as both possible and practical thereafter. Certification shall include:

1. Identification of the practitioner and the type of medical practice.
2. The date the serious health condition commenced and the probable duration of the condition.
3. Diagnosis of the serious health condition.
4. Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency and duration of treatment, including referred or ordered treatment to other health care providers and whether inpatient hospitalization is required). For intermittent leave or leave on a reduced leave schedule, a statement of the medical necessity for such leave.
5. In instances of the employee's serious health condition:
  - a. statement that the employee is unable to perform work of any kind, or
  - b. statement that employee is unable to perform the essential functions of his/her position (as determined by the Town).
6. Instances of care for a family member:
  - a. statement that the family member is in need of the employee's assistance for basic medical, hygiene, nutritional needs, safety or transportation, or
  - b. statement that the employee's presence would be beneficial or desirable for the care of the family member.

Medical certification forms are available in the office of the Town Manager. If the Town has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion from a health care provider designated by the Town at the Town's expense. If the two opinions differ, the Town may require a third opinion, which will be final and binding, from a health care provider mutually agreed upon by the employee and the Town and at the Town's expense.

Re-certification by the health care provider is required every thirty days. Re-certification must include the same information contained in the initial certification.

Re-certification may also be required in the following instances:

- a. The employee requests an extension of leave;
- b. changed circumstances occur regarding the illness or injury;
- c. The Town's reception of information which casts doubts upon the continuing validity of the certification.

**NOTICE OF INTENT TO RETURN TO WORK:**

An employee will be required to report periodically to the Town on his or her status and intent to return to work.

**INTERMITTENT LEAVE/REDUCED SCHEDULE:**

FMLA leave may be taken on an intermittent or reduced leave schedule. Employees requesting an intermittent or reduced leave schedule must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations and administration, especially when the leave is foreseeable. The Town may require a temporary transfer to an alternative position with equivalent pay and benefits, if the employee is qualified for the position, to better accommodate the reoccurring periods of leave.

Leave for the birth or placement of a child may not be taken on an intermittent or reduced leave schedule basis.

**Maternity Leave Policy** (As outlined by the Massachusetts Maternity Leave Act (MMLA), MGL Ch. 149, Section 105D)

An employee who has completed the initial probationary period set by the terms of their employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three, if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to their employer of the anticipated date of departure and intention to return, shall be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to their previous or a similar position, if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions which have affected the employment of others during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which said employee was eligible at the date of such leave, and any other advantages or rights of employment incident to their employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment.

For the purposes of this section, an "employer" shall be defined as in subsection 5 of Section One of M.G.L. Chapter One hundred and fifty-one B [MGL c.151B, §1 (5)].

An employee seeking maternity leave must give two week's notice of the anticipated date of departure and intent to return. "Anticipated" date of departure does not mean "exact" date. Thus, for example, an employee who gives birth prior to the anticipated departure date is entitled to start the maternity leave earlier. Likewise, an employee may desire to start the leave later or return from leave earlier than anticipated. It is expected that employers and employees will communicate in good faith with regard to making arrangements for such leave, taking into account the uncertainty inherent in delivery and adoption dates and the needs of the employer to plan in advance for an employee's absence. The MCAD enforces the MMLA. An employee, to initiate a formal action, must file a complaint with the MCAD. The complaint must be filed

within 300 days of the alleged violation of the MMLA, subject only to very limited exceptions. A violation of the MMLA constitutes a violation of M.G.L. c. 151B, §4(11A). An aggrieved employee is therefore entitled to the same remedies under the MMLA as are available pursuant to M.G.L. c. 151B.

#### **PAID LEAVE AND BENEFITS**

In all circumstances, accrued vacation, personal and compensatory time must be used during qualified FMLA leave. In addition, sick leave must also be used to care for the employee's own serious health condition. Upon depletion of the available accrued paid leave, FMLA leave becomes unpaid leave. It is the total of this time, which will equal the twelve weeks of FMLA leave. During any portion of FMLA leave to which the accrued paid leave is applied, the employee will continue to accrue benefits and seniority. During any portion of FMLA leave, which is unpaid, the employee will not accrue benefits and seniority.

The Town will continue the contribution to the employee's group health plan during the FMLA leave unless the employee advised that he/she will not be returning to work. The employee will have his/her contribution deducted from the applied paid leave. Upon the depletion of said leave, and if the leave becomes unpaid, the employee must make arrangements to pay 102% of their health insurance premiums, unless the leave continues because of their own illness. These arrangements must be made in advance of the leave, especially if the leave is foreseeable.

If the employee's premium payment is more than 30 days late, his/her health coverage will be canceled. Employees experiencing severe financial hardship may petition the Town Manager for consideration of alternatives for payment of the employee premium. This may include but not be limited to: payment of employee health insurance premiums by the Town while on unpaid leave and subsequent double deductions of health insurance premiums upon the employee's return to work. This petition must be made within the thirty days noted previously. The Town Manager will make a recommendation to the Board of Selectmen or their designee for final determination.

The Town will recover from the employee premiums paid during any period of unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement has expired, except in instances of continuation, reoccurrence, or onset of qualifying FMLA leave circumstances or other circumstances beyond the control of the employee.

When circumstances allow for the Town to recover health insurance premium payments it made from a non-returning employee, the Town may deduct the amount due from any sums owed to the employee. For example: vacation or final paycheck.

#### **RESTORATION TO POSITION:**

An eligible employee who takes FMLA leave is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work at the conclusion of leave of 12 work weeks or less.

Employees on FMLA leave due to their own serious health condition must submit certification from the health care provider that the employee is able to resume work, i.e. is fit for duty, before they can return to work.

#### **DENIAL:**

Conditions under which FMLA leave and/or reinstatement may be denied including (but not limited to):

1. ineligibility of employee,
2. unqualified for leave under the Family and Medical Leave Act,

3. employee fails to give timely advance notice for foreseeable leave (temporary denial up to thirty days after employee provides notice of need),
4. employee fails to provide in a timely manner, requested medical certification (temporary denial up to time of submittal),
5. employee fails to supply fitness-for-duty certificate (up to time of submittal),
6. if employee's job is eliminated during period of leave.
7. employee unequivocally advises Town of intent not to return to work,
8. fraudulent acquisition of FMLA leave, and
9. employment with another employer while on FMLA leave.

**A-1 SMALL NECESSITIES LEAVE ("SNLA"):**

All eligible employees are entitled to take up to a total of 24 hours leave during the 12-month period, as defined in the FMLA policy, to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

"School" includes public and private elementary and secondary schools, Head Start programs, and children's day care facilities licensed under Massachusetts' law.

Eligible employees are individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before leave commences. In all circumstances, accrued vacation and personal leave must be used for SNLA leave. Upon depletion of available accrued vacation and personal leave, SNLA becomes unpaid leave. Vacation and personal leave run concurrently with SNLA when the leave is for an SNLA a qualifying reason.

Eligible employees will provide written notice of their intent to use SNLA leave to the Town Manager seven days in advance when the leave is foreseeable. When unforeseen events occur that require SNLA leave the employee must provide as much notice as practicable.

All notifications, certifications and questions relating to this policy, must be submitted to the Town Manager.

- A. Extended Medical Leave: A medical leave may be extended until the employees are physically able to return to work, up to a period of six months. The duration of the medical leave must be supported by the employees' doctor in a written statement directed to the Town.
- B. Maternity Leave: Female will be granted a maternity leave of up to eight weeks for the purpose of childbirth, or for a male or female employee adopting a child under three years of age. Employees have to give notice of the date of their departure and their intent to return to work. The employee will return to her original position or a similar one. Leave under this provision runs concurrently with Family Medical Leave Policy.
- C. Personal Leave: The Town may grant a leave of absence for compelling personal reasons provided adequate arrangement can be made for employee's responsibilities during the



absence. Employees must have been employed over one year as a regular full-time employee or have equivalent part-time service. The leave may not exceed three months. The employee must notify the department head far enough in advance to allow for the approval of the Town Manager and to make adequate arrangements.

All accrued vacation time not used may not extend the period of such leave. All benefits will continue for the length of the personal leave to a maximum of three months. Total monthly group insurance premiums must be paid in advance by the employee.

- D. Military Employees who held permanent positions prior to entering military service are entitled to reinstatement. Employees inducted into the Armed Forces will be expected to show a copy of their military orders to their department head who will make a copy of these orders and send them to the Board for the employee's file.

Employees must present a certificate showing satisfactory completion of service. Employees returning from military service will be restored to their former position or a position of like status and pay if such employees apply for reinstatement within 90 days from date of honorable discharge from military service.

Once employees are reinstated they are entitled to the service date they had when they entered military service plus whatever additional service time they would have accumulated had they remained at their job. If the rate of pay for the same position has been increased, they are entitled to the higher pay.

The leave of absence will terminate upon an employee's failure to apply for reinstatement within 90 days of honorable discharge.

Service time will continue to accrue for the duration of a military leave, but will not accrue beyond a maximum of 5 years.

While in the Armed Service, insurance coverage will be discontinued.

#### 1. Reserve Obligation - Military Leave

The Town will grant a leave annually to permanent full-time employees who are ordered into military service for 15 days or less. This leave is in addition to the normal vacation to which they are entitled. The two-week military time will not be counted as vacation time unless requested by the employee. Reserve training will not be considered an interruption of Town Employment for purposes of computing service date.

Group insurance coverage will continue unchanged during this 15 day Reserve training period. If employees are called or volunteer for longer periods of active duty, all insurance benefits will cease as of the date they are placed on Military Leave.

**PERFORMANCE EVALUATION TOOL**  
**APPENDIX B**  
**DUXBURY POLICE DEPARTMENT**  
**PERFORMANCE EVALUATION REPORT**

RANK/NAME: \_\_\_\_\_

STATUS:  Permanent   
 Probationary

Rating Period:  01/01/ To 06/30/  07/01/ To 12/31/

FROM: TO: DATE OF EVENT:

*Instructions*

1. Read Policy #4.26A before completing this form.
2. Evaluate performance observed only during the period designated above, check one box which represents your best objective evaluation for a major category of job related factors. Do not rate a sub-category unless it deviates substantially from the general rating. When it does, place the letter in the rating box which the sub-category merits and explain the deviation as a comment.

**3. Rating Standards**

<b>Superior:</b>	Performance for the factor is excellent, Consistently exceeding expectations; Always follows through and does what he or she is tasked to do.
<b>Very Good:</b>	Meets all expectations. Strives for excellence. Sometimes exceeds requirements.
<b>Satisfactory:</b>	Consistently competent performance for the factor and sometimes exceeds requirements.
<b>Needs Improvement:</b>	Total performance occasionally or periodically falls short of normal standards; the rater believes the employee can and will make required improvements. May have slipped in performance or be new to the job or rank.
<b>Unsatisfactory:</b>	Performance for the factor is clearly inadequate. The employee has demonstrated inability or unwillingness to improve.

**JOB RELATED FACTORS**

Superior\*      Very Good      Satisfactory      Needs Improvement      Unsatisfactory\*      Not Observed

**1. JOB KNOWLEDGE**

- a. Uses knowledge base effectively;
- b. Advice and counsel highly valued;
- c. Applies new information quickly;

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**2. APPEARANCE**

- a. Personal appearance;
- b. Uniforms & equipment;
- c. Assigned vehicle.

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**3. COMMUNICATION SKILLS WITH CO-WORKERS**

- a. Attitude and general demeanor in dealings with other police officers;

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- b. Professional Telephone & radio skills;
- c. Works cooperatively with others within the department;
- d. Speaks clearly and effectively.

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**4. COMMUNICATION SKILLS WITH THE PUBLIC**

- a. Attitude and general demeanor in dealings with the public;
- b. Overall professional conduct in dealing with the public
- c. Speaks clearly and effectively.

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**5. ATTENDANCE**

- a. Consider tardiness, punctuality;
- b. Occasions of Absenteeism

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**6. TASK MANAGEMENT**

- a. Completes assignments within the deadline given;
- b. Assignments are complete and thorough
- c. Accurate information, grammar, spelling

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**7. USE OF INITIATIVE**

- a. Demonstrates enthusiasm and persistence
- b. Anticipates and meets unit needs;
- c. Works with little or no direction;
- d. Makes things happen – results oriented;
- e. Able to make difficult decisions.

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**8. INCIDENT SCENE MANAGEMENT**

- a. Organization and coordination of resources
- b. Application of investigative techniques;
- c. Manages total process to conclusion.

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Superior\*      Very Good      Satisfactory      Needs Improvement      Unsatisfactory\*      Not Observed

**9. INCIDENT/EVENT DOCUMENTATION**

- a. Timeliness of report creation
- b. Accuracy of reports/documentation of events
- c. Grammar/Spelling issues
- d. Thoroughness of completed input (checked boxes)

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**QUESTIONS 10-12 COMPLETE FOR SUPERVISORY POSITIONS ONLY**

**10. MANAGING PERFORMANCE**

- a. Conducts timely and candid evaluations
- b. Provides frequent, realistic feedback
- c. Documents strengths/weaknesses
- d. Takes effective corrective action
- e. Good recommendations for improvement

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**11. DEVELOPING SUBORDINATES**

- a. Coaches subordinates effectively;
- b. Assigns meaningful, challenging assignments;
- c. Recommends/implements training to enhance skills.

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**12. ACHIEVING RESULTS**

- a. High performance standards and delivers results
- b. Effectively delegates authority & responsibilities;
- c. Encourages innovation
- d. Leads by example;
- e. Ensures subordinate reports are accurate, complete and timely.

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**11. Other Factors (optional)**

List other job related factors evaluated such as judgment, dependability, suggestions for improvements, stressful events, etc.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

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<b>RATING SUPERVISOR'S COMMENTS:</b>

<b>PERFORMANCE GOAL, OBJECTIVES AND EXPECTATIONS FOR NEXT EVALUATION PERIOD:</b>

<b>SUPERIOR</b> <input type="checkbox"/> Superior in all factors rated	<b>VERY GOOD</b> <input type="checkbox"/> Very good or better in majority of factors rated. No factors rated lower than satisfactory	<b>SATISFACTORY</b> <input type="checkbox"/> Satisfactory or better in majority of factors rated. Not more than one factory rated as needs improvement	<b>NEEDS IMPROVEMENT</b> <input type="checkbox"/> No unsatisfactory factors and two of more factors rated as needs improvement.	<b>UNSATISFACTORY</b> <input type="checkbox"/> One or more factors are rated as unsatisfactory. (Check box at top of page one)
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<b>RATED EMPLOYEE'S COMMENTS:</b>

Rated Employee\*\*: \_\_\_\_\_ Date: \_\_\_\_\_

Rating Supervisor: \* \_\_\_\_\_ Date: \_\_\_\_\_

Chief of Police: \_\_\_\_\_ Date: \_\_\_\_\_

\* Comments or explanation required to justify factors rated Superior or Unsatisfactory  
 \*\* Signature indicates only that the rated employee has read and discussed this evaluation with rating supervisor, but does not signify agreement.

**Police Lieutenant Job Description  
Appendix C**

Department: Police Department

Position Title: Police Lieutenant

Reports To: Chief of Police and any other Superior Ranking Officer.

1. Nature of Work: Supervises a team of uniformed police personnel and performs special staff assignments; protects life and property within the Town of Duxbury, engages in preventive patrols in a vehicle, on a bicycle, or on foot; preserves the peace, regulates traffic, issues citations, makes arrests, prepares precise and accurate reports, conducts investigations, enforces the criminal and traffic statutes, regulations and ordinances of the United States of America, Commonwealth of Massachusetts, and the Town of Duxbury and assists in their prosecution. May be required to perform the essential functions of any other lieutenant position as assigned, or the essential functions of a Duxbury police officer regardless of rank.

2. Supervision Required: Reports directly to a superior ranking officer and/or the Chief of Police. Performs all duties assigned by the superior officer and/or Chief of Police.

3. Supervisory Responsibilities: A police lieutenant is responsible for supervisory management in the department. In addition to performing the duties in this job description, a Lieutenant may be required to supervise all lower ranks and personnel in the Police department as determined by the Chief of Police.

Employee is accountable for the direction and success of programs accomplished through others. The employee is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. the employee typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; assists in determining organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quality of work; and assists or oversees the personnel function, including recommending hiring, training and disciplining of employees.

Work operations are subject to frequent, abrupt, and unexpected changes in deadlines, volume of work, sudden emergencies, and goals due to uncontrollable or unpredictable circumstances, e.g., police or EMS

emergencies. Large numbers of employees are physically separated for a substantial portion of time due to multiple work shifts or concurrent work.

4. Confidentiality: Employee has regular access at the departmental to a wide variety of confidential information including citizen records, criminal investigations, court records, and confidential personnel information regarding employees in the police department. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy, State and Federal Laws, and the Public Records Act.

5. Accountability: Consequences of errors or poor judgment could severely jeopardize department operations and the delivery of public safety services, have adverse public relations and/or have extensive financial and legal repercussions to the town, property damage, personal injury and/or loss of life.

6. Judgment: Guidelines may be in the form of administrative or organizational policies, general principles, legislation or directives that pertain to a specific department or functional area. Extensive judgment is required to development new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies.

7. Complexity: The work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions, and unusual circumstances; evaluating compliance with established policies or criteria; gathering, analyzing and evaluating facts, evidence, or data using specialized fact finding techniques; and determining the methods to accomplish the work.

8. Nature and Purpose of Public Contact: Employee interacts constantly with co-workers, the public and groups or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance; one on one relationships with a person(s) who may be under severe stress, where gaining a high degree of persuasion may be required to obtain the desired effect. Excellent communication and customer service skills are required involving courtesy, tact, and diplomacy in resolving complaints or concerns of the public and in carrying out the required functions of the position.

9. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.*

- a. Oversight/Supervision – Public Safety Dispatch Center
- b. Oversight of Department Divisions as Outlined by the Chief.
- c. Oversight/Supervision of all subordinate Officers
- d. Oversight over Maintenance of the Police facility, vehicles, equipment and weapons sytems.
- e. Coordinates as Required, Emergency Response at Major Incidents.
- f. Oversight of Evidence and Property Control.
- g. Oversight/ Supervision of Professional Standards Unit

- h. Oversight/Supervision of Information Technology Systems
- i. Oversight/Supervision of Special Operations, Units and Assignments as Directed by the Chief
- j. Oversight/Supervision of the training of personnel
- k. May be required to perform the duties of other Lieutenant positions, or those of a superior ranking officer as directed by the Chief.
- l. May be required to perform the essential functions of a sergeant or police officer regardless of rank when necessary as determined by the Chief, and other duties as determined by the Chief

#### 10. Recommended Minimum Qualifications

College Degree in Criminal Justice or a related field with five (5) years of experience in a law enforcement supervisor position; or any combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job. Certification as a police officer (or an approved certification waiver for out of state candidates); valid Massachusetts Driver's License, and be eligible to be licensed to carry firearms, and ability to successfully complete firearms training.

#### 11. Knowledge, Abilities, and Skills

Knowledge: Comprehensive knowledge of current principles, practices, laws, statutes, codes, ordinances and department rules and regulations relating to police services.

Abilities: Ability to supervise subordinates in a positive and effective manner and to delegate authority efficiently. Ability to deal effectively and diplomatically with governmental agencies, coworkers, other town employees and the general public, often in highly stressful situations. Ability to carry out required duties and responsibilities firmly, professionally, and impartially. Excellent computer skills. Ability to operate vehicles in hazardous and severe weather conditions.

Skill: Excellent oral and written communication skills; excellent organizational skills and delivery of services skills. Ability to meet deadlines or assignments as directed by Chief of Police.

12. Work Environment: Work environment requires a high degree of individual tolerance to combinations of extremely unpleasant elements or mental stress from urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well being and/or safety are constantly compromised.

13. Occupational Risk: Duties regularly involve present frequent, recurring exposure to hazardous conditions and to extreme weather conditions. Job frequently entails the possibility for serious injury or exposure to conditions that could result in total permanent disability or loss of life; work is performed in emergency situations. Extreme care and safety precautions are required at all times.

14. Physical and Mental Requirements: The physical demands described here are representative of those



that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit, talk, hear, walk, run, use hands to handle or feel objects; and reach with hands and arms. Regularly climbs, stoops, crouches, kneels, and climbs. Specific vision abilities required include, medium, and distance vision, and ability to adjust focus and distinguish colors; employee is required to detect odors. Occasionally lifts up to 100 pounds. Strenuous physical effort is required when needed to defend, apprehend, suppress, and control suspects.

15. Motor Skills: Duties involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions that may require extreme accuracy including firing a gun, or operating motor vehicles at high speed.

16. Visual Demands: Visual demands include constantly reading documents for general understanding and for analytical purposes, routinely reviewing non-written materials for analytical purposes and with a need for color vision.