

THE TOWN OF DUXBURY  
AND  
THE DUXBURY POLICE UNION  
M.C.O.P, LOCAL 376B

July 1, 2016 – June 30, 2019

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**BARGAINING AGREEMENT BETWEEN THE  
TOWN OF DUXBURY AND THE DUXBURY POLICE UNION**

**ARTICLE I  
AGREEMENT**

- 1.0 Pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, Chapter 149, Section 178G through 178N, as amended by Chapter 150E, this Agreement is made and entered into this first day of July 2016 by and between the Town of Duxbury hereinafter referred to as "the Town" and The Duxbury Police Union hereinafter referred to as "the Union". It has as its purpose the promotion of harmonious relations between the Town and the Union, 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 of the provisions of this agreement shall in any manner conflict with any Federal law or statute or statutes of the Commonwealth of Massachusetts or rules and regulations promulgated pursuant thereto; Municipal by-laws; and Civil Service laws, rules and regulations, 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 Union is intended to be and shall be in full settlement of all issues which were or which the Union 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 Union.
- 1.4 The parties agree that the Chief and/or Lieutenant 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 Union as the exclusive collective bargaining agent relative to wages, hours, standards of productivity and performance, and working conditions for all the regular permanent police patrolmen and sergeants as certified by the Labor Relations Commission of the Commonwealth of Massachusetts on June 1972 and excluding all other officers of the Police Department and the Town.

**ARTICLE III  
MANAGEMENT RIGHTS**

- 3.0 Except as expressly limited by a specific provision of this agreement, the Union 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 Union, 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 subject to impact bargaining;
  - 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, facilities or programs;
  - g) the determination of the location, organizational structure, number of employees, training of personnel and the work area of employees;
  - 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 suspension, discipline, demotion, suspension, or discharge of employees subject to just cause;
  - o) the layoff, or relief, of employees due to lack of funds, work, or reorganization, the incapacity to perform duties, or for any other reason, subject to the terms of the Collective Bargaining Agreement or otherwise provided by law;
  - 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;

- q) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;

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 Union, 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.

- 3.2 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 of Police shall have the further discretion to determine the number of Police Officers assigned to any such instance necessary to maintain public safety.

#### **ARTICLE IV UNION AND EMPLOYMENT SECURITY**

- 4.0 The Town agrees to deduct Union 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 Union.
- 4.0.1 The Town and the Union recognize the right of all members of the Duxbury Police Department covered by this agreement to voluntarily join or refrain from joining the Union. 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 Union. 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 Union has certified in writing that it has met the requirements for instituting such an agency service fee as provided in the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the Labor Relations Commission, which in part require that an 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 \$1.50 per week and shall be deducted by the Town Treasurer and paid to the Union at the same time as union dues are paid.
- 4.0.2 The Union shall reimburse the Town for any expense incurred as a result of being ordered to reinstate an officer terminated at the request of the Union 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 an officer 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 July 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 Union bulletin board by the Chief and shall be kept up-to-date.
- 4.1.1 For definition purposes in Section 4.1 a year of service shall be considered to require 2,080 hours of part-time service. Effective July 1, 2007, for definition purposes in Section 4.1 a year of service shall be considered to require 1,950 hours of part-time service.
- 4.2 An officer newly hired into the unit shall serve a probationary period as determined by State Civil Service Law to determine fitness for service with the Police Department. Except in an emergency situation, new officers shall be given adequate and proper training before being assigned to regular duty.
- 4.3 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.
- 4.4 An employee will not lose employer wide seniority for benefits and entitlements or benefit accruals (e.g. sick, vacation, and personal leave) obtained in another Duxbury municipal department when transferring to or from the Personnel Plan or from one collective bargaining unit to another collective bargaining unit. Bargaining unit seniority shall prevail with regard to any other seniority right which may exist under the CBA, including but not limited to posting for positions.

**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:

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

4:00 P.M. - 12 midnight

12 midnight - 8:00 A.M.

The Chief of Police has the right to voluntarily assign Police Officer(s) and/or Sergeant(s), as a part of their regular assignments to a split/swing shift.

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 officers covered by this agreement shall be made by the Chief and posted on the departmental Bulletin Board. Detectives, Prosecution Officer or Safety/Community Service Officer and other specialist assignments determined by the Chief, may be assigned 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 specialist or by the Chief in emergency situations.

Prior to making an assignment to any specialist position, the Chief of Police shall post the proposed assignment on the department bulletin board. Notwithstanding the requirement to post proposed specialist assignments, the Chief of Police retains the sole discretion to assign and reassign members covered by this agreement to positions within the department, to determine the number of specialists needed within the department and the qualifications required for the assignments.

Upcoming training opportunities shall be posted in a conspicuous place in the police station. Training shall be distributed to officers in a fair and equitable manner. Specialty positions may be offered training opportunities which are specific to those positions, and not offered generally to other police officers, unless the Chief wishes to expand these offerings to officers outside of the specialty positions.

- 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 officers 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) an officer 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).
- 5.3 All members of the bargaining unit in the patrol division with more than ninety (90) days full time status, shall have the opportunity to bid for his/her desired shift. The bids will take place on or by Aug. 15 and Feb. 15 of each year with the award of shift bids and change in shift occurring within 3 working days. For this contract the bidding will occur within 2 weeks after both parties have ratified this contract. The award of shift bids and the change in shift will occur within 3 working days after the end of the 2 week period. Bidding will be done by seniority, with seniority determined by the permanent certified H.R.D. list by rank. If there is a tie, the member with the earliest Permanent Intermittent

start date will have the highest seniority. If there is still a tie the member with the highest Civil Service score will have the highest seniority and all shifts shall be reassigned according to the bid results; except that, the Chief of Police reserves the right to place employees on a particular shift where the Chief determines such placement is necessary for the best interest of the Department and the delivery of public safety services to the public, such interest may include the work performance, discipline, and sick leave record of the employee occurring after the effective date of this contract. The Chief shall determine all assignments to specialty positions.

#### 5.4 Officer In Charge Pay

A patrol officer, who fills in for a sergeant's shift, shall receive "Officer in Charge Pay" for that shift. If the patrol officer is in straight time pay status, the patrol officer will be paid at the first step of the sergeant's pay scale. If the patrol officer is in an overtime status, the patrol officer will receive pay at the overtime rate of the first step of the sergeant's pay scale. The patrol officer is also entitled to all other pay benefits he/she would ordinarily be entitled to, such as education incentive pay, while working on that shift. The Chief, in selecting the Officer in Charge, shall consider, among other things, work performance, work experience, prior discipline, and sick leave record. The selected O.I.C. must have at least 5 yrs. full time experience as a patrol officer in the Town of Duxbury. The patrol officer must appear on the most recent promotional list. The look-back period for the aforementioned parameters shall be no more than two years. The Chief retains sole discretion in the selection of the Officer in Charge from members that meet the minimum selection requirements.

OIC language:

- a) It is in the best interest of the department to have each patrol shift under the supervision of a trained and experienced patrol sergeant or officer of a greater rank as a first preference.
- b) In the event that a regularly scheduled sergeant will not be reporting for a shift, an on-duty lieutenant may assume the role of patrol supervisor of the shift in question. (This is a current and long standing practice)
- c) If no lieutenant is available to assume the role of patrol supervisor, the supervisory vacancy created shall first be offered to all sergeants.
- d) In the event that no sergeant volunteers for the offering, any officer previously designated by the Chief as a qualified "officer-in-charge" who was previously scheduled to work the shift and is present will assume the role of patrol supervisor for the shift.
- e) In the event that a supervisory vacancy remains following the previous steps, all officers previously designated as an "officer-in-charge" may be offered the supervisory shift.
- f) In the event that none of the officers designated as "officer-in-charge" volunteer to accept the offering, a sergeant may be ordered to work the shift.



**ARTICLE VI  
OVERTIME PAY**

- 6.0 Officers 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 July 1, 2007, beyond the officer's full-time regularly scheduled work week), or
  - (c) beyond eight continuous hours of work in the work day

Officers 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.

- 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, officers 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 officers covered by this agreement on a rotational basis shall remain in effect during the term of this agreement. Officers 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 officer, or working on special detail. This distribution of overtime opportunities is to be offered to officers separate from overtime required for court appearances or for special details. When investigators, safety officers, or prosecutors work overtime hours while in the performance of their specialized work or any other officer is given overtime hours to work any specialized assignment such as stakeouts, investigation, etc., 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 Weekly overtime and paid detail earnings reports will be displayed on a computer monitor accessible to all employees. The weekly reports will contain a breakdown of the numbers of hours worked in overtime (sharing categories of shift work, training, specialty pay, etc.) and details for the preceding week for each member of the Duxbury Police Union. The report shall also contain year to date totals for the stated detail and overtime categories.
- 6.3 An officer 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.
- 6.4 In the interest of Town economy and officer consideration, the Chief shall make every reasonable effort to keep overtime pay work to a minimum.

- 6.5 Officers 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.
- 6.6 Officers covered by this agreement shall not be required to suspend work while working their regular daily tour of duty to offset overtime.
- 6.7 Except in emergency situations and customarily or periodically assigned work details, such as beach patrol, all full-time regularly employed appointed police officers and sergeants shall be the first to be offered overtime work opportunities if any, which requires the usual and normal performance of their regularly assigned tour of duty. 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.
- 6.8 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.

**ARTICLE VII  
HOLIDAYS**

- 7.0 Officers 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
Washington's Birthday	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 officer's straight-time hourly rate of pay and shall not exceed eight (8) hours pay for any one holiday.
- 7.3 Any officer 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 Officers who were not scheduled to work and work on New Year's Day, Christmas Day, July 4<sup>th</sup>, and/or Thanksgiving Day will be compensated at double time rate in addition to receiving the holiday.
- 7.5 Officers 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 an officer 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 an officer's vacation period, such officer 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 officer may exercise the option of taking a compensatory day or days in lieu of holiday pay by obtaining the advance approval of the Chief for a day off 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**

- 8.0 The Town will begin enforcing the vacation article with respect to new hires. Vacations with pay will be granted to full-time officers covered by this agreement as follows:
- a. In the instance of officers who have been employed for less than thirty (30) weeks as of July 1 in the current year, vacation leave of one day shall be granted with full pay for each three (3) weeks of employment provided;  
1. that such vacation leave shall not exceed ten (10) days, and 2. that such vacation leave credit shall be calculated from the first day of employment.
  - b. Vacation leave of two (2) calendar weeks shall be granted to any officer who, as of July 1, has been employed by the Town for at least one (1) year but less than five (5) years.
  - c. Vacation leave of three (3) calendar weeks shall be granted to any officer who, as of July 1, has been employed by the Town for five (5) years but less than (10) years.
  - d. Vacation leave of four (4) calendar weeks shall be granted to any officer who, as of July 1, has been employed by the Town for ten (10) years but less than twenty-five (25).
  - e. Vacation leave of five (5) calendar weeks shall be granted to any officer 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 officers 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>If Anniversary date occurs during the 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 officer's convenience but subject to the Chief's (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 officers 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 officers, the officer with the greatest amount of consecutive Town service shall have first choice and the officer 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. Officers choosing to forego prescheduling 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 officer will be paid at the straight time rate appropriate to the step and pay schedule when the vacation was earned. The officer is required to request approval from the chief for vacation was earned. The officer 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 officer 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 an officer 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 officer's death but which has not been taken by him/her.
- 8.6 The officer 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 officers covered by this agreement so that such appearance will not interfere with or interrupt the officer's vacation.

**ARTICLE IX  
SICK LEAVE**

- 9.0 All regular full-time officers 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 officer'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 with the Town</u>	<u>Allowance of Paid Work 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 Commencing July 1, 2014 an officer 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 An officer 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.
- 9.3 In the case of exceptional circumstances where an officer has or is about to exhaust the sick leave allowed, additional allowance may be granted upon the application of the officer, 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 officer'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 officer'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 officer to the Chief after five (5) consecutive workdays absence. These certificates will be forwarded to the Town Treasurer for authorization to pay or to continue sick leave payments and then to the Selectmen. 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, an officer 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 injury or illness in line of duty 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 officer's accumulated sick leave if any Officers covered by this agreement who are 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 An officer may be allowed to take three personal days off from work without loss of pay during the fiscal year. The dates of the personal days off shall be at the option of the officer but subject to the needs of the Department. Such personal days off shall not be charged against accrued sick days.
- 9.8 Any officer 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 officer 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. Officers 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 9.2 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 officer'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 officer 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. The days pay noted in this section (9.8.1) 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 officer who calls in sick and states that he/she is unable to work a scheduled shift, shall notify the Department if he/she at any time during that work period shall become fit for duty. The officer shall be denied that day's sick pay if it is found that the officer 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 officer 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 officer.

## ARTICLE X MISCELLANEOUS PROVISIONS

### 10.0 Bereavement Leave

Officers 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 officer'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 officer of the department who while in the performance of his duty and as the result of an assault on his person, or as a result of an accident while responding to an emergency, while in the performance of his official duty or as a result of an accident involving a police department vehicle which he is operating or in which he is riding is killed or sustains injuries which result in his death.

### 10.2 Work Clothing and Cleaning Allowance

The Town shall continue to purchase uniforms for members of the Police Department, which may include the purchase of rubber boots, shoes and other outer clothing necessary for the use of members of the Police Department when traveling to or from or during the course of their employment. Members will transition to a 'Quartermaster' system for uniform management and distribution, and receive \$500 per year for cleaning and repair.

### 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 Union to attend Union or MPA conventions. Whenever possible, the police officer delegates shall attempt to provide substitute(s) to work his/her tour of duty during his/her absence at the convention.

#### 10.4 Substitute of Exchange Time

Officers covered by this agreement may be permitted to substitute or exchange time with other officers within the department when assigned and approved by the Chief and/or Lieutenant. No overtime pay shall be paid to any officer for substitute or exchange time. An officer, who fails, for any reason, to work a substitute exchange period, having previously agreed to do so, shall be responsible for providing a suitable replacement. If the Town has to provide a replacement from the rotating list, the officer who originally failed to fill in on exchange time is required to make up the time missed by working overtime hours equivalent to the hours missed without pay for such hours and within a ninety (90) day work period.

#### 10.5 Physicals

Officers 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 as an aid to the department in making certain work assignments. The examinations shall be given by a licensed physician selected by the officer, unless the Town has a reasonable objection to the physician chosen before the examination is given in which event the selection shall be one mutually acceptable. A general statement of health conditions will be requested from the officer by the Town to allow the physician to submit a statement of general health to the Chief. The officer'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 officer 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 Towns expense, but shall not exceed seventy-five (\$75) dollars.

- 10.5.1 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 officer'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 officer's health insurance.

#### 10.6 Physical fitness

In the interest of physical fitness, all members of the department are encouraged to engage in fitness activities. Effective July 1, 1987 the Town will establish a fitness center within Police Headquarters. Equipment will be furnished and maintained by the Town (up to an equipment expenditure of \$2,500.00). As of July 1, 1991 the Town will pay for not more than \$1,000.00 for repairs to physical fitness equipment and effective July 1, 1992, the town will pay for not more than \$1,500.00 for repairs to physical fitness equipment.

- 10.6.1 Police officers 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.

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

10.7 Distribution of Contract

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

10.8 Bulletin Board

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

10.9 Officer Performance Plan

The Duxbury Police Officer Appraisal Program will be implemented upon signing of this agreement using the form attached to be included in appendix A. Officer performance evaluation will be in accordance with the form presented on February 10, 2011 (attached Appendix E.)

10.10 Personnel File

Officers, upon written request, have the right to review their personnel file. An officer will be entitled to have a representative of the Union accompany him/her during such review. The officer 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.

10.11 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.

10.12 Police officers must have the following to perform duties:

1). A valid drivers 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 and

3.) Be Firearm certified.

10.13 Drug Testing                      Officers will agree to Drug testing as outlined in the  
Duxbury Police Policy Manual Chapter 100

10.14 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 policies and is effective immediately.

10.15 FAMILY MEDICAL LEAVES ACT

The members of the bargaining unit are eligible for the provisions of The Family Medical Leave Act (FMLA) of 1993. This policy is in the form presented on the form dated March 25, 2010 (attached Appendix D)

10.15.1 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 14 Section 152D. This policy is in the form presented on the form dated March 25, 2010 (attached Appendix D).

10.15.2 MATERNITY LEAVE ACT (As outlined by the Massachusetts Maternity Leave Act (MMLA), MGL Ch. 149, Section 105D) (attached Appendix D)

10.15.3 All notifications, certifications and questions relating to FMLA and Small Necessities Act must be submitted to the Town Manager.

10.16 VOLUNTARY DENTAL PLAN

The members of the bargaining unit are eligible for the Town's voluntary Dental Plan.

10.17 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**

11.0.1 The negotiated across-the-board pay increases shall be implemented so that officers will be placed in the same step position in the amended schedule.

11.0.2 Members attending training lasting three or more consecutive days will be placed on an Administrative training schedule.

11.1 Temporary and permanent promotions will be handled as follows:

- a. Upon permanent promotion to higher grade the officer will receive an increase to the minimum step or if the present pay is between stops, to the next higher step. Credit for time served in the former position since the last increase will not be given toward receiving the next step increase.
- b. Any officer temporarily required to perform the full complement duties and responsibilities of a higher grade, for a period of thirty (30) consecutive days or more, shall receive the pay of the higher grade, as outlined in sub-section a above, from the thirty-first day forward until relieved of such duties.
- c. Upon reduction in grade, the officer shall receive pay equal to what was current prior to temporary or permanent promotion plus any increase eligibility earned during the temporary or permanent promotion.

11.2 The present system of offering special detail work on a rotational basis to officers 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.

11.2.1 Assignments to special details as required or requested shall be made by the Chief of Police or his designee to regular full-time police officers first, followed by permanent intermittent officers and then to the special police officers. The Chief or his designee shall maintain a listing of all police officers willing to accept such details and will assign details as equitable as practicable among them during the calendar year. Any police officer who is assigned a special detail and refuses to accept the detail shall be charged with receiving that equivalent number of hours worked by his replacement(s), except that an officer shall not be called or charged if he/she is sick or injured, on vacation, has a death in the immediate family, working overtime, or as a substitute for another officer. Any officer newly added to this list will be credited with the average aggregate hours of the list. Reasonable notice (normally twenty-four hours) shall be given officers in advance of special duties. Effective on September 15th, 1990, the detail rate for Town details shall be eighteen dollars (\$18) per hour and the rate for outside details shall be twenty dollars (\$20) per hour, and the one dollar (\$1) administration charge shall be changed to a ten percent (10%) administrative charge. Effective on February 27, 1992, the detail rate will be paid at time and one-half the top pay for a patrolman with a 10% administrative charge applied to non-town department details.

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 Selectboard 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.

11.2.2 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 officer(s) assigned to the detail shall be paid for the schedule time of the detail of four (4) hours, whichever is less.

11.2.3 Officers 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 Officers will be made in accordance with normal bi\*-weekly pay practices.

\* Town agrees to give at least 6 months notice and offer support from a financial/budget expert to facilitate conversion from weekly to bi-weekly pay period.

11.2.4 An officer 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.

11.2.5 Officers shall be paid a minimum of four (4) hours for detail assignments. When a paid detail assignment exceeds four (4) hours, the officer 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 officer shall be paid at one-and-one half (1 1/2) times the special detail rate.

11.3 Officers 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.

- 11.4 When a police officer is subpoenaed to appear as a witness in a Civil action suit during his/her off-duty hours, which involved actions by the police officer 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.
- 11.5 Effective July 1, 1990 when an officer who was employed in the bargaining unit prior to July 1, 1990 has reached the maximum of the rate range, and is no longer eligible for progression increases, he/she shall receive in the following year, or when the officer has reached 15 years of continuous service, whichever comes later, an additional increase of pay of 5.0% above the maximum of the appropriate rate for good and valued service to the community. Employees hired on or after July 1, 1990 will not be eligible for longevity payments. It is specifically agreed that officers who reach both fifteen (15) continuous years of service and the maximum of the rate range prior to July 1, 1990 shall receive the 5.0% increase in pay hereunder effective July 1, 1990. Officers who received a 3.5% increase in pay under the previous provisions of this section shall have that 3.5% increase in pay increased to 5.0% effective July 1, 1990.
- 11.5.1 All parties have agreed to add the following: Should officers who were patrolmen prior to July 1, 1990 be promoted to Sergeant, the 15 years of continued service will start with the officer's appointment date to patrolmen.
- 11.6 After ratification of the Agreement, officers whose regularly assigned (8) hour shift or tour of duty is between the hours of 4:00 P.M. to 12 midnight and between 12 midnight to 8:00 A.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.
\$12.50	\$15.00

Officers 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 officers working between the hours of 4:00 P.M. and 8:00 A.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 and/or Lieutenant.

- 11.7 Effective 7/1/95 officers assigned to the CIB unit or K-9 unit under the Union contract will receive a stipend of \$500.00 a year. The stipend of \$150.00 shall be removed. Officers will be paid at the end of the fiscal year. These officers must work over six (6) months in that fiscal year to receive such stipend.
- 11.8 The Town agrees to provide a maximum of one (1) hour per day as canine care time to each officer covered by this agreement whose duties and responsibilities require that he/she feed, groom, train and exercise a police canine assigned to the department. The Chief of Police shall determine the number of canine handlers and police canines that are assigned to the department and may increase or decrease that number within his sole discretion.

Each canine handler will be provided one (1) hour during his/her assigned shift to be used as on-duty canine care time. The Chief of Police shall designate the hours during which on-duty canine care time may be utilized consistent with the needs of the department.

Each canine handler will be provided compensation for one (1) hour of canine care during his/her off-duty days consistent with the provisions of the Fair Labor Standards Act (FLSA). The Town agrees to compensate each canine handler covered by this section \$100 per month for the period of March 7, 1997 to March 8, 1998 and \$150 per month thereafter for off-duty canine care.

11.9 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, must be taken so as not to cause overtime, but once the time off has been approved the officer may take the time off.

11.10 Effective July 1, 2007, an officer's hourly rate of pay shall be determined based upon a 37.5 hour work week.

The pay schedule is the result of a two percent (2%) increase effective July 1, 2016

<b>Patrolmen</b>	Step 1	Step 2	Step 3	Step 4	Step 5
July 1, 2016 with 2%	\$48,670.83	\$50,978.07	\$53,404.65	\$55,711.89	\$58,257.81
July 1, 2016 weekly	\$935.98	\$980.35	\$1,027.01	\$1,071.38	\$1,120.34
July 1, 2016 hourly	\$24.96	\$26.14	\$27.39	\$28.57	\$29.88
<b>Sergeants</b>					
July 1, 2016 with 2%	\$66,670.50	\$68,835.00			
July 1, 2016 weekly	\$1,282.13	\$1,323.75			
July 1, 2016 hourly	\$34.19	\$35.30			

The pay schedule is the result of a two percent (2%) increase effective July 1, 2017

<b>Patrolmen</b>	Step 1	Step 2	Step 3	Step 4	Step 5
July 1, 2017 with 2%	\$49,644.25	\$51,997.63	\$54,472.74	\$56,826.13	\$59,422.97
July 1, 2017 weekly	\$954.70	\$999.95	\$1,047.55	\$1,092.81	\$1,142.75
July 1, 2017 hourly	\$25.46	\$26.67	\$27.93	\$29.14	\$30.47
<b>Sergeants</b>					
July 1, 2017 with 2%	\$68,003.91	\$70,211.70			
July 1, 2017 weekly	\$1,307.77	\$1,350.23			
July 1, 2017 hourly	\$34.87	\$36.01			

The pay schedule is the result of a two percent (2%) increase effective July 1, 2018

<b>Patrolmen</b>	Step 1	Step 2	Step 3	Step 4	Step 5
July 1, 2018 with 2%	\$50,637.13	\$53,037.58	\$55,562.20	\$57,962.65	\$60,611.43
July 1, 2018 weekly	\$973.79	\$1,019.95	\$1,068.50	\$1,114.67	\$1,165.60
July 1, 2018 hourly	\$25.97	\$27.20	\$28.49	\$29.72	\$31.08
<b>Sergeants</b>					
July 1, 2018 with 2%	\$69,363.99	\$71,615.93			
July 1, 2018 weekly	\$1,333.92	\$1,377.23			
July 1, 2018 hourly	\$35.57	\$36.73			

- 11.11 Employees will be paid on a biweekly basis on Fridays via direct deposit.
- 11.12 When a lump sum payment is to be made for a one-time issue (i.e. cleaning and repair allowances), such payment will be made on the last pay date in July.

**ARTICLE XII  
MILITARY**

- 12.0 An officer 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 Officers 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 provided for in any law, rule or regulation, shall be a grievance under this agreement. Should any officer 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 Union shall present the written grievance to the Chief, giving all the pertinent information relative to the grievance, the specific article and section of the contract allegedly violated relative to the grievance, and indicating the suggested remedy. Failure to submit a grievance within five (5) working days after the occurrence of the situation that is being grieved with automatically result in dismissal of said grievance.

Step 2 - If the officer's grievance is not adjusted under Step 1 the Union 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. All answers to grievances under this step and all subsequent steps shall be in writing. The Town Manager will give his/her decision in writing within two 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 officer shall have the right to have Union representation present at Step 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 Union to 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 Union 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 officers 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 Union. 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 Union to arbitration within thirty (30) days after the final decision of the Town Manager has been given to the officer and the Union, or the final decision of the Union 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 Union 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, or 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 Union 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 Union and the officers agree not to engage, induce or encourage any strike, work stoppage or withholding of services by officers, 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 Union 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 Union shall not question the right of the Town to discipline or discharge officers 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.

**ARTICLE XVI  
ANTIDISCRIMINATION**

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

**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 Union 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 or the Indemnity Plan at such later date as all other bargaining units agree to such co-payment change.

Emergency Room Co-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 Union 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 Union 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

### 18.1 Education Incentive

Full Quinn payments for FY 11, and for FY 12 and 13 Educational Incentive of 20% for a Master's degree/15% for a Bachelor's degree/7.5% grandfathering current Associate degrees, but eliminating incentive pay for new hires with Associates degrees. The Town's educational incentive program replaces 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.

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.

18.2 Educational Incentive increases shall be included in an officer's overtime rate of pay on a bi-weekly basis.

18.3 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

18.4 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

18.5 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.

18.6 Town of Duxbury's Police Educational Incentive will be as follows:

Effective July 1, 2017:

Master's Degree	24%
Bachelor's Degree	19%
Associates Degree	10% (only for officers who hold an associates as of July 1, 2011 new hires are ineligible)

Effective July 1, 2018:

Master's Degree	25%
Bachelor's Degree	20%
Associates Degree	10% (only for officers who hold an associates as of July 1, 2011 new hires are ineligible)

18.7 If a member is not eligible to receive an education incentive he/she is entitled to a 3% increase after ten (10) years of service. Effective July 1, 2018, if a member is not eligible to receive an education incentive he/she is entitled to a 5% increase after fifteen (15) years of service.

\*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.

\* 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 discussions.

## ARTICLE XIX INJURED ON DUTY (LIGHT DUTY)

Section 1. In accordance with M.G.L. c. 41, Section 111F, 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 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 as herein provided.

Section 2. A Police Officer so incapacitated for duty because of injury sustained in the performance of his/her duty shall promptly notify the Chief or such person as the Chief shall designate as to the circumstances of his/her injury and the extent of his/her incapacity. Except in unusual circumstances, failure to notify the Chief or his/her designee within forty-eight (48) hours from the time the injury occurred will result in disqualification for benefits under this Article. If the Police Officer does promptly notify the Chief, the Town agrees it will grant him/her leave without loss of pay until such time as the Town determines, that for whatever reason, it is going to deny his/her claim. In the event the Town denies the employee's claim it will forthwith notify the employee of the denial and he/she may elect to pursue his/her claim through arbitration or the courts, but not both (there is not waiver of either party's right to seek to vacate an arbitrator's award pursuant to G.L.C. 150C). If an employee's claim is denied, a

corresponding deduction from available sick leave will be made for the number of days of paid leave pending the Town's denial of the claim.

Section 3. Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c. 41, Section 100 or related sections shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- a) provide affirmative evidence of compliance with each required element set forth in sections 1 and 2;
- b) notify the Chief of any change in medical condition, including but not limited to, any hospitalization;
- c) provide relevant medical documentation pertinent to the diagnosis, prognosis, and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates;
- d) provide for billing the Town on a monthly basis or as nearly thereto as possible;
- e) appear voluntarily and promptly for any examination or reexamination by a physician designated by the Town Manager (or appointing authority);
- f) engage in no outside employment while claiming the benefits of this article.

Exacerbation or reappearance of prior systems of illness or injury must be processed in accordance with sections 1, 2, and 3 above notwithstanding any prior determination of eligibility.

Section 4. Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver of the Town of its right to deny paid injured leave. If the Town/Chief believes that the incapacity no longer exists or that the employee can perform full or limited duty, then the employee shall be examined to make either of the above determinations. With respect to both determinations the physician shall be apprised of the job requirements of the officer for both full duty and limited duty.

Section 5. The Town's physician may determine an employee is capable of performing full duty or light duty under this Article, or that the employee is not able to return to work. In the event that the employee's physician and the Town's physician disagree as to the employee's ability to perform full or light duty or as to the employee's ability to return to work, the two physicians shall select a third neutral physician appropriately specialized in the field of the injury. Said neutral physician shall examine the employee (and require the employee to be examined by such other specialists as he/she deems appropriate) and shall render an opinion as to whether or not the employee is incapacitated, whether the employee may perform any of the light duty tasks as determined below and the duration of such duties, or whether the employee can return to full duty. The neutral physician shall be asked to make a determination of the fitness of the examined employee to perform light duty based on the specific physical requirements of each light duty task, and his/her report shall specify which, if any, light duty task(s) the examined employee is capable of performing. Said neutral physician's determinations as to those matters shall be binding on both parties. If the neutral physician's determination finds that in fact the employee is capable of performing light duty as outlined in this Article, then that employee shall be required to perform said light duty. Where appropriate, said physician may also be requested to recommend a therapeutic program to facilitate recovery and failure to follow the same will result in disqualification of benefits. At any time following the neutral physician's original determination, the Town or the employee may request the physician to review the continuing status of the officer's incapacity and/or ability to perform light duty tasks.

Pending receipt of the neutral physician's determination, the employee shall continue to be on injured-on-duty status in accordance with M.G.L. c. 41, § 111F.

Section 6. This Article supersedes any conflicting provisions of M.G.L. c. 41, § 111F and in all other respects incorporates said statute by reference under this Agreement.

Section 7. Disputes under sections 5 through 14 of this Article shall be handled solely under the grievance and arbitration procedure of this Agreement.

Section 8. Light duty tasks shall include, but not be limited to the following:

1. Answering telephones, typing, filing
2. Duties as required of a station officer and/or desk duty – An officer's eligibility to process and handle prisoners while working as the station officer will be evaluated on a case by case basis
3. Citizen assistance
4. Additional light duty tasks may be assigned as determined by the Police Chief
5. A light duty assignment may be made only after a written medical opinion is obtained indicating that the employee's injury (ies) would not prevent him/her from performing such tasks. If, in the opinion of the physician, performing such light duty tasks would prolong the rehabilitative process or other seriously increase the risk of further injury, the Chief shall not assign such tasks to the employee.

Section 9. The Town agrees to pay all reasonable costs associated with any appropriate examination(s) of an employee by a neutral physician, pursuant to this article above.

Section 10. An employee on light duty shall be paid the night shift differential for all hours actually worked on a shift where such differential is paid.

Section 11. Employees who are eligible to perform light duty and/or who are on injured duty leave shall not be eligible to work private details until their return to full duty.

Section 12. The Town agrees that any employee who is assigned light duty on a full time basis, and who reports as assigned, shall be considered to be on injured-on-duty status for the remainder of his/her regular week and shall be paid for such time in accordance with M.G.L. c. 41, § 111F.

Section 13. Light duty as set forth in section 8 above may be made available on a voluntary basis to employees on long term sick leave to exceed 30 days, subject to medical documentation at the employee's expense that the employee is capable of performing such tasks. Such an employee may be assigned to light duty on any regular shift by the Chief, and may be reassigned if necessary to accommodate the rights under section 5 which may apply. No other provisions of this Article shall be applicable to employees who return to light duty under this section except section 11. The Chief of Police may waive the 30 day requirement to make the employee eligible for light duty status.

Section 14. Employees injured off duty who seek light duty status will be governed by this Article only at the discretion of the Chief of Police. Preference for light duty assignment will be given to employees who are injured on duty. Such denial will not be unreasonably withheld.

Section 15. Employees who are pregnant will be given the option of light duty at the Chief's discretion.

Section 16. 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.

Section 17. Any officer who receives 111F benefits must notify the Town of any alleged cause of action associated with the claim, and the Town, not the officer will bring the action under M.G.L. c. 41, § 111F as is its right under the statute.

**ARTICLE XX  
DURATION OF AGREEMENT**

- 20.0 This agreement shall be effective as of July 1, 2016 and shall continue in full force and effect to and including June 30, 2019 and from year-to-year thereafter unless modified or terminated as herein provided.
- 20.1 Should the Town or the Union wish to terminate this agreement, written notice shall be given by certified mail, and if such termination is mutually agreed to by both parties, this agreement will terminate on the tenth day following the written termination notice.
- 20.2 Either Town or the Union may reopen this agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to June 30, 2016 or prior to the June 30th of any subsequent year. 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 implementation of the new agreement.

Agreed to this 21 day of JUNE 2021

For the Union:

[Signature] Union President  
Michael R. Boyle Vice President  
[Signature] Treasurer

For the Town:

[Signature]  
[Signature]  
[Signature]  
BOARD OF SELECTMEN  
[Signature]  
TOWN MANAGER

[Signature]  
Selectman

\_\_\_\_\_  
Selectman

Appendix A  
Job Description  
Detective Sergeant

Department: Police Department

Position Title: Detective Sergeant

Reports To: Lieutenants and Chief of Police

1. Nature of Work: The person(s) in this position is responsible for the operations of the Detective Division in bringing to a logical conclusion any crime or related incident referred to the division for investigation, progress of investigations made, and of keeping all levels in the Department informed of activities and developments through the required reporting process. 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.
2. Supervision Required: Reports directly to the Services Division Commander. Performs other duties assigned by the Service Division Lieutenant. Under the general supervision of the Chief of Police.
3. Supervisory Responsibilities: Provides supervision, guidance, and assistance to officers of the department assigned to work within the division; requires adherence to administrative policy, general orders, special orders, and procedures of the department in the performance of assigned duties; and see that officers provide for proper maintenance of police facilities and equipment.
4. Confidentiality: Employee has regular access at the departmental to a wide variety of confidential information including citizen records, criminal investigations, and court records. 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.*

1. Drive, operate, and maintain departmental vehicles.
2. Perform patrol function.
3. Communicate orally and in writing.
4. Conduct investigations and interviews.
5. Conduct searches and seizures.
6. Make custodial arrests.
7. Perform public safety operations.
8. Use force.
9. Provides care and treatment to citizens and prisoners.
10. Perform rescue operations and render citizen assistance.
11. Prepares a variety of records and reports in an accurate and timely manner.
12. Receives inquiries and complaints from the public and takes appropriate action to respond.
13. Has full supervisory responsibility for subordinates and is responsible for performing complex investigations and in a staff capacity assisting management with the development and implementation of specialized programs and coordinating training programs.
14. Responsible for preparing written performance evaluations on subordinates, recommending commendations and disciplinary action when appropriate to division commanders or the Chief of Police.
15. Training new police officers.
16. Observing and recording the performance of subordinates.

#### 10. Recommended Minimum Qualifications

High school graduate (College Degree in Criminal Justice or a related field preferred); Certification as a police officer (or an approved certification waiver for out of state candidates); valid Massachusetts Driver's License, and qualified and licensed to carry firearms.

#### 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. Proficient 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.

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: Thy 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, and 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. Frequently 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.

Appendix B  
Job Description  
Patrol Sergeant

Department: Police Department

Position Title: Patrol Sergeant

Reports To: Lieutenants and Chief of Police

1. Nature of Work: Supervises a team of uniformed police personnel on an assigned shift or performs special stuff 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.
2. Supervision Required: Reports directly to the Operations Division Commander. Performs all duties assigned by the Operations Lieutenant. Each Sergeant is assigned to a Lieutenant for additional administrative duties. Under the general supervision of the Chief of Police.
3. Supervisory Responsibilities: A police sergeant is the first level of supervisory management in the department and reports to the designated Commander. In addition to performing the duties in the Police Officer job description, a Police Sergeant supervises the work of two or more subordinates assigned to a patrol team and, in the absence of top management, is responsible for departmental operations on an assigned shift.
4. Confidentiality: Employee has regular access at the departmental to a wide variety of confidential information including citizen records, criminal investigations, and court records. 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.*

1. Drive, operate, and maintain departmental vehicles.
2. Perform patrol function.
3. Communicate orally and in writing.
4. Conduct investigations and interviews.
5. Conduct searches and seizures.
6. Make custodial arrests.
7. Perform public safety operations.
8. Use force.
9. Provides care and treatment to citizens and prisoners.
10. Perform rescue operations and render citizen assistance.
11. Prepares a variety of records and reports in an accurate and timely manner.
12. Receives inquiries and complaints from the public and takes appropriate action to respond.
13. Has full supervisory responsibility for subordinates and is responsible for performing complex investigations and in a staff capacity assisting management with the development and implementation of specialized programs and coordinating training programs.
14. Responsible for preparing written performance evaluations on subordinates, recommending commendations and disciplinary action when appropriate to division commanders or the Chief of Police.
15. Training new police officers.
16. Observing and recording the performance of subordinates.

#### 10. Recommended Minimum Qualifications

High school graduate (College Degree in Criminal Justice or a related field preferred); Certification as a police officer (or an approved certification waiver for out of state candidates); valid Massachusetts Driver's License, and qualified and licensed to carry firearms.

#### 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. Proficient 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.

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: Thy 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. Frequently 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.

Appendix C  
Job Description  
Police Officer

Department: Police Department

Position Title: Police Officer

Reports To: Sergeants, Lieutenants, and Chief of Police

1. Nature of Work: The purpose of this position is to perform police work including public service civil stand-bys, vehicle inspections, emergency notifications and other related duties as directed, patrols the Town being observant for likely targets of crime and attempting to eliminate opportunities for the commission of crimes, issues citations, warnings and when appropriate makes arrests and transports prisoners and performs follow-up investigations when needed, and performs other related tasks as required to fulfill the position of patrol officer.

2. Supervision Required: Reports directly to his/her Patrol Sergeant. Performs all duties assigned by the Shift Supervisor. Under the general supervision of the Lieutenants and Chief of Police.

3. Supervisory Responsibility: The police officer does not have supervisory responsibility over other personnel.

4. Confidentiality: Employee has regular access at the departmental to a wide variety of confidential information including citizen records, criminal investigations, and court records. 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.*

1. Drive, operate, and maintain departmental vehicles.
2. Perform patrol function.
3. Communicate orally and in writing.
4. Conduct investigations and interviews.
5. Conduct searches and seizures.
6. Make custodial arrests.
7. Perform public safety operations.
8. Use force.
9. Provides care and treatment to citizens and prisoners.
10. Perform rescue operations and render citizen assistance.
11. Prepares a variety of records and reports in an accurate and timely manner.
12. Receives inquiries and complaints from the public and takes appropriate action to respond.

#### 10. Recommended Minimum Qualifications

High school graduate (College Degree in Criminal Justice or a related field preferred); Certification as a police officer (or an approved certification waiver for out of state candidates); valid Massachusetts Driver's License, and qualified and licensed to carry firearms.

#### 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 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. Basic 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.

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: Thy 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. Frequently 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.

Appendix D  
Town of Duxbury's Employee Leave Policies

**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.

**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.

Appendix E

**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:**

<b>Instructions</b>	
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.	
<b>3. Rating Standards</b>	
<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;
- 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**

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- 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<sup>+</sup>    Very Good    Satisfactory    Needs Improvement    Unsatisfactory<sup>+</sup>    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>




**PERFORMANCE GOAL OBJECTIVES AND EXPECTATIONS FOR NEXT EVALUATION PERIOD:**

**SUPERIOR**  
  
 Superior in all factors rated

**VERY GOOD**  
  
 Very good or better in majority of factors rated. No factors rated lower than satisfactory

**SATISFACTORY**  
  
 Satisfactory or better in majority of factors rated. Not more than one factor rated as needs improvement

**NEEDS IMPROVEMENT**  
  
 No unsatisfactory factors and two of more factors rated as needs improvement.

**UNSATISFACTORY**  
  
 One or more factors are rated as unsatisfactory. (Check box at top of page one)

**RATED EMPLOYEE'S COMMENTS:**


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.

