

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

The following contract, effective from July 1, 2022, to and including June 30, 2025, by and between, respectively, the Town of Foxborough, hereinafter referred to as the Town, and the Local 379, MCOP, AFL-CIO, hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the Town of Foxborough and such of its employees who are within the provisions of this Contract in order that a more efficient and progressive service may be rendered.

MC [Signature]
6/7/2022

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ARTICLE I: RECOGNITION

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

ARTICLE I(A): AFFIRMATIVE ACTION

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

ARTICLE II: DUES DEDUCTION

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 Any authorization may be withdrawn by an employee by giving at least 60 (sixty) days' notice in writing to the Town Accountant and by filing a copy with the Treasurer of the Union.

In accordance with the Massachusetts General Laws, any member of the bargaining unit who is not a member of the Union shall, as a condition of employment, pay on or after the 30th day following the beginning of his employment an agency fee which shall be determined by the Union in accordance with applicable law. The agency service fee may be deducted in equal payments from the salary of an employee who signs a written authorization to that effect, in accordance with the provisions of Chapter 180, Section 17G of the General Laws, and transmitted directly to the Treasurer of the Union.

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

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

ARTICLE III: MANAGEMENT RIGHTS

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

- A. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices, and procedures for the conduct of the Town business and from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the Bargaining Unit shall be continued to be so performed unless, in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.
- I. To make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include without limitation making payroll deductions from any subscribing employee. This shall not affect a unit member's ability to access dental insurance benefits through the union.

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

ARTICLE IV: VACATION LEAVE

Section 1: Scheduling

- a. Vacation shall be granted on a seniority basis.
- b. Employees shall be allowed to split their vacations and to take vacation one day at a time if requested. In holiday and heavy vacation periods, the Chief may limit the number of employees taking day at a time vacation leave. Employees taking such leave shall request such leave at least 24 hours in advance; such notice may be waived in a bona fide emergency or at the discretion of the shift commander.
- a. Single day vacation requests which are not submitted in writing at least 24 hours in advance of the requested time off will be granted to the extent that they do not result in more than three (3) officers per shift being off at one time. Such notice may be waived in a bona fide emergency or at the discretion of the shift commander. Seniority shall prevail where more than three officers request vacation time.
- b. The parties agree that the phrase "three officers per shift being off at one time," above, refers to officers being off for voluntary leave, including vacation, an accumulated holiday

or non-emergency personal day. The phrase shall not refer to officers who are off due to involuntary leave, including injured leave, sick leave, bereavement leave or an emergency personal day. Further, the phrase shall not refer to officers who are off due to training scheduled by the Department.

- c. Upon request, Officers may be permitted to use eight or more consecutive days of vacation at a time provided the officer gives the Chief or his designee at least thirty days advance notice in writing. This request cannot be submitted earlier than sixty days prior to the time off. This request cannot occur during holiday weeks as referenced in Article VI. The approval of extended vacation time requests will be made on a case by case basis based on the operational needs, which will supersede seniority. The Chief or his designee may limit these requests for any reason.

Section 2: Taking of Vacation

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

Section 3: Vacation Entitlement

- a. Employees shall receive vacation leave as follows:
 - i. After one year of employment two weeks of vacation
 - After the fifth year of employment three weeks of vacation
 - After the tenth year of employment four weeks of vacation
- b. Vacation leave shall continue to accrue for the first three (3) months of any paid leave of absence.
- c. Effective November 17, 2020, upon hire, the Police Chief reserves the right to assign vacation entitlements and salary steps to lateral transfers to reflect prior service time as full-time Police Officers in another department(s). The Police Chief has final decision on any assignment made pursuant to this paragraph. The parties agree that this language is not retroactive and does not entitle any existing employees hired prior to November 17, 2020 to any retroactive pay, back pay, and/or any additional retroactive vacation entitlement pursuant to this Article.

ARTICLE V

A. Personal Illness:

- 1. An employee's appointing or administrative authority may require a doctor's certificate before granting sick leave. Nothing herein shall be construed to prohibit the Town or the Chief of Police or their designees from investigating any absence where sick leave is claimed.



2. Following an employee's use of sick leave on three (3) consecutive scheduled work shifts, the Chief of Police may require a doctor's certificate from the employee to verify the need for such sick leave. Nothing herein shall be construed to prohibit the Town or the Chief of Police or their designees from investigating any absence where sick leave is claimed. Employees on long term sick leave who exhaust their allotment under this article may be required to provide medical verification concerning (a) their fitness to return to duty and (b) any incapacitation after the return to duty. Disputes concerning fitness and incapacitation under this paragraph shall be resolved by resort to a mutually selected third doctor who specializes in the particular medical field.
3. Effective July 1, 2013, each employee shall accrue one and one quarter (1.25) sick days per month up to a maximum of 260 days. Effective July 1, 2013, the previous sick time allotment shall be replaced with the following schedule: See attached list of current personnel sick leave balances as Attachment A.
4. Employees will be allowed to use up to five (5) personal illness days per year to attend to the needs of an ill family member of the employee's immediate household. The employee is required to notify the Chief or his designee when the employee is using a personal illness day for this purpose; such notice shall be in advance of the day except in cases of emergency. All other contract provisions applying to "personal illness" days shall apply to days used in this manner.
5. Employees who exhaust their allotment may apply for sick leave from the Sick Leave Bank. The Sick Leave Bank shall be established as follows:
 - a. In order to participate in the Sick Leave Bank and become a member of the Bank, each employee shall contribute on July 1, 2013, and each July 1 thereafter three (3) days from his or her sick leave accumulation to the sick bank in order to fund the bank. A day is defined as eight (8) hours. Officers who fail to contribute sick days on July 1, 2013, or who fail to make required contributions in any subsequent fiscal year shall thereafter cease to be members of the Bank and shall be ineligible to participate in the Sick Leave Bank. Notwithstanding the foregoing, in the event that a member of the bank has been compelled, due to documented illness or injury, to utilize all of his/her sick days in the previous fiscal year, said member may apply to the Sick Leave Board for a waiver of the contribution requirement for that fiscal year, in order to maintain membership in the Bank.
 - b. Sick days donated to the bank will not be counted as sick time usage for any purpose, except said days will be deducted from the contributing member's sick leave balance.
 - c. As soon as practicable following July 1 of each year, the Union shall transmit the list of officers making contributions and amount of the contributions to the Chief of the Department.
 - d. All unused days in the Sick Leave Bank shall carry over to the next year. In the event that the bank reaches 240 days, members shall cease contributing annual sick days to the bank until such time as the number of days in the bank falls below 240. In the fiscal year in which members' donations will cause the bank to reach or exceed 240 days, the number of days to be contributed by each member shall be reduced, if necessary, so that the bank does not exceed 240 days by any more days than necessary.
 - e. If the Sick Leave Bank is exhausted during a fiscal year, it shall be renewed by each member's contributing one (1) additional sick day at that time.
 - f. A sick bank leave bank board ("Board") shall be established consisting of five (5) members: three (3) members in the bargaining unit designated by the Union, and

two (2) members designated by the Town—one (1) being the Chief of Police and the other to be selected by the Town. In the event that the member applying to the Sick Leave Bank is a member of the Board, an alternate shall be designated by the Union. A majority vote of the members of this committee shall be necessary to grant sick leave under this article.

- g. Any member of the Sick Leave Bank seeking sick days from the sick bank must petition the Bank in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the severity and expected length of injury/illness. This medical information shall be considered confidential and shall not be released to any party except on a need to know basis or with written authorization from the applicant.
- h. Subject to the provisions in this Article, the committee shall determine eligibility and amount of leave granted based only on adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return and the member's attendance and employment records.
- i. Upon application to the Sick Leave Bank, the Board shall hold a hearing within seven (7) days and issue its decision in writing within seven (7) days of the hearing. The applicant shall be notified of the hearing and given the opportunity to appear before the Board at such hearing.
- j. Any initial grant of sick leave by the Board shall not exceed thirty (30) sick days. If need continues, re-application to the Board may be made for two (2) extensions, up to a maximum of thirty (30) sick days for each such extension. Notwithstanding the foregoing, the Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident.
- k. The granting of sick time from said bank will not be arbitrary or capricious.

6. Regulations Governing Officers Absent From Duty Because Of Sickness or Injury:

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

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

- as soon as possible;
- i. If an officer directed to return from injured leave or sick leave, requests to use sick leave or injured leave for the same condition;
 - j. If an officer fails to meet any of the officer's obligations under the procedure outlined under this General Order; or
 - k. Except where the provisions for a third physician are activated, if the physician designated by the Department determines that the officer is fit to return to duty, the officer has been requested to do so, and the officer does not return to duty. Where the third physician provisions are activated, the third physician report shall be the basis of the request to return to duty.
7. Return To Duty; Failure To Return To Duty: In the event that an officer fails to return to duty from sick or injured leave after being requested to do so by the Chief (based on the report of the Town's physician or, where applicable, a third physician), the officer's status shall be changed to "Absence Without Leave" as of the date he failed to return to duty and he shall be removed from the payroll. In addition, the officer may be subject to disciplinary action, up to and including termination.
8. Officers Injured While On Duty: In accordance with the standards set forth under Massachusetts General Laws Chapter 41, section 111F, when an officer sustains an injury through no fault of his own, either while in the actual performance of his duty or when assigned to any authorized special duty, the officer will receive benefits under 41-111F. The burden of establishing that the injury exists and meets the standards for injured leave set forth under Chapter 41, section 111F, rests with the officer. The officer shall cooperate fully with the Department in obtaining any and all medical and other information relevant to the determination of the validity of the 41-111F claim.

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

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

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

The Department may require from such an officer a detailed medical report of his current condition, signed by an attending physician. The Department may also require a medical release from the officer for all medical records relating to the officer's claim so that the Town's physician can obtain and review hospital, clinical and other medical information concerning the diagnosis and treatment of the officer. As soon as possible after the initial medical treatment, the Department may require the officer to be evaluated by a physician designated by the Department. The Department may also require that the officer be monitored by the Department-designated physician and other medical professionals designated by the Department.

10. Injured Officer's Report: When an officer is so injured, he shall submit a written report prior to

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

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

11. Investigative Reports: The immediate supervisor of an officer who reports that he is injured or disabled while on duty shall lead an investigation of the incident as soon as is practicable. An investigative report shall include, but not be limited to, all of the following:
 - a. A Registry of Motor Vehicles accident report whenever a motor vehicle is involved.
 - b. Visiting the scene of the incident, recording relevant details.
 - c. Interviewing the injured officer, other officers and other witnesses having knowledge of the incident.
 - d. A confirmation of any medical diagnosis.

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

- a. Whether the reported injury or disability did or did not occur as the officer reported.
 - b. Whether the officer(s) involved adhered or did not adhere to Police Department procedures.
 - c. Whether the incident was the result of carelessness, negligence, or improper conduct by any person or persons.
12. Commanding Officer's Report; Chief's Decision: Upon reviewing the investigative report, the Commanding Officer shall take such other investigative steps as the Commanding Officer deems appropriate. The Commanding Officer shall submit a written report to the Chief of Police which includes all investigative reports and any available medical records. The Chief will make the final determination as to whether the officer should be placed on injured leave after a review of all available investigative reports, medical records and medical evaluations.
13. Recurrence of Injuries: When an officer has returned to duty following an injury received in the line of duty and later reports that he has sustained a recurrence of that injury which requires further absence from duty, the procedure described herein for initial claims shall be followed to the extent it is applicable.
14. Indemnification: The Town shall indemnify an employee for reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for chiropody incurred as a result of an injury determined by the Chief to be compensable under 41-111F, pursuant to the procedure set forth in M.G.L. c.41, §100, upon receipt of the attending physician's medical reports detailing the specific injury that relates to the claim and the treatment therefore.
15. Physicians' Consultations: One physician who has been attending a member of the Department absent because of a claimed injury incurred in the line of duty, shall be afforded a reasonable opportunity to consult with the Town-selected physician as to the officer's fitness to resume police duty.

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

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

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

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

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

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

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

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

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

C. Statutory Family, Medical and Parental Leave

The Town of Foxborough ("the Town") is committed to meeting its obligations to employees under the federal Family and Medical Leave Act (FMLA)

<https://www.dol.gov/general/topic/benefits-leave/fmla> and the Massachusetts Parental Leave Act (MPLA) <http://www.mass.gov/mcad/resources/employers-businesses/emp-guidelines-maternity1-gen.html> as the same may be amended from time to time. A notice of employees' rights under these laws is posted on the bulletin board in all Town work locations where mandatory employee notices/posters are displayed. Individuals seeking to avail themselves of leave under the FMLA or the MPLA should contact:

Assistant Town Manager/Human Resources Director
Foxborough Town Hall
508 543 1219

Please note that the 12-month period utilized by the Town of FMLA purposes is a 'rolling' 12 month period measured backward from the date an employee uses any FMLA leave. Please note

as well that the Town requires the use of available accrued paid leave concurrently with FMLA leave. Individuals on designated FMLA leave shall be required to update their status every 30 days. Further, where leave is taken for a reason specified in both the FMLA and MPLA, the leave shall be counted simultaneously against the employee's entitlement under both laws. Finally, please note that it is the Town's policy to designate qualifying leave as FMLA once we have sufficient information to make this determination, *even if the employee does not request it.*

D. Wellness Program

1. Purpose: In order to promote the continued health and welfare of the members of the Foxborough Police Department, a wellness program will be implemented effective July 1, 2013. The following guidelines will be implemented to ensure that this wellness program is operated effectively with no effect on staffing.

Guidelines: This program will allow the members of the Foxborough Police Department to participate in physical exercise in the Fitness Room of the Public Safety Building, for a period not to exceed forty- five (45) minutes during the officer's tour of duty on day two (2) and day four (4) of their assigned rotation. The following guidelines are in place to ensure the operational needs of the department are met and the safety of the officers involved in this program.

- a. The shift commander reserves the right to cancel or delay any scheduled wellness break until such time he or she deems necessary. If an officer's wellness break is disrupted or cancelled, it shall not be deferred to another shift.
 - b. Officers may not take their wellness break within the first hour of shift nor the last hour of their assigned shift. This excludes officers assigned to administrative positions.
 - c. Officers must notify communications over the radio that they will be on their "code 9." Notification over the radio is necessary to notify dispatch and the rest of the shift that they are out of service and not responding to calls for service.
 - d. Officers who are working out are considered out of service and will not be responsible for calls for service. Therefore, the other officers will be responsible to cover that officer's call for service. Those officers on a wellness break must be available for immediate dispatch in the event of an emergency.
 - e. Only one (1) officer may exercise at one time. This workout may not occur when an officer is on their meal break. If this does occur, the officer on the meal break is responsible for answering calls for service. This excludes officers assigned to administrative positions. Officers must be aware of the staffing levels and calls for service. Officers shall discontinue their workout if it appears that there are excessive calls for service, or in the case of an emergency call, or at the direction of the shift commander.
 - f. This exercise session must take place in the Fitness Room of the Public Safety Building.
 - g. Those officers who are working out are to remain in the fitness area/locker room area, unless an emergency situation arises within the Public Safety Building.
 - h. Officers must keep their portable radios with them.
2. This wellness program is for the personal, physical and mental wellness of the police officers of this department. Being a police officer is a stressful and strenuous job and being physically and mentally fit helps Officers to overcome the obstacles they face daily. For this program to succeed, there will need to be a teamwork approach to this program to allow officers time off

from shift to work out.

3. Should an employee go six weeks without a use of sick leave, he/she will start receiving a \$12.00 per week stipend until a sick leave day is taken. After the six week period is over, the stipend will be paid again. The stipend will not be used for base pay purposes; nor will absence from duty due to an injury on the job count as sick leave (under the provisions of Section 111F of Chapter 41).

E. Employee Assistance Program

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

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

Employees entering the Employee Assistance Program shall have the reasonable expectation that the nature and scope of their participation in the program is privileged and confidential. Neither the Town nor the Union shall disclose to any individual or organization, unless so required by law, any information concerning an employee's participation in the Employee Assistance Program.

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

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

F. Medical Records

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

G. Personnel Records

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

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

H. Pregnancy

1. Purpose: The goal of this policy is to provide options which allow for an officer to remain working in a full-time capacity and performing full-duty assignments, in combination with alternative duty assignments, for as long as reasonably possible. This policy seeks to ensure a woman's right to work free from discrimination and to protect the property interest she has in her job, while guarding against the risks inherent in the performance of her duties.
2. Policy: This agency recognizes that its diverse workforce is a valuable asset and that trained and experienced female police officers are a critical resource. Pregnancy is a temporary physical condition, unique to women, which may or may not affect an employee's ability to perform many of the usual duties of her job classification. This policy establishes procedures to modify full-duty assignments and, when needed, provide

temporary, alternative duty assignments to eligible pregnant law enforcement officers when they are unable to safely perform all of the essential functions of their normal assignments.

3. Procedures:

a. General Guidelines

i. This policy applies to all female law enforcement officers who have successfully met entry-level probation requirements.

ii. This policy is not intended to interfere with or diminish any rights or privileges to which an employee may be entitled under federal, state, or local law and any other agency policy or collective bargaining agreement (Examples but not limited to PDA- Pregnancy Discrimination Act, Disability Acts-due to pregnancy and other EEOC issues.

iii. If an employee is unable to work in any capacity due to medical complications, existing leave policies will apply.

b. Notification Procedures: For public safety and management planning purposes, an officer who becomes pregnant shall notify the chief law enforcement executive or an authorized designee (I.E Lieutenant, Sergeant or supervisor that the officer has a professional rapport with for medical sensitivity issues.) of the pregnancy upon confirmation and decision to continue the pregnancy. Written documentation must be provided by a medical practitioner, including an anticipated due date, if possible. The chief law enforcement executive should maintain this information as confidential, to the extent permitted and/or required by law. However, this information may also be provided to the chief medical officer of the agency and to agency personnel as necessary to comply with this policy.

c. Full-Duty Option:

i. During a pregnancy, an officer may be able to continue to work in her usual, full- duty assignment until some point of the pregnancy. Employees must confer with their personal physicians, providing him or her with the agency's job description that delineates the essential job functions of a law enforcement officer and a copy of this policy.

ii. Both the physician and the employee are expected to consider the risks and benefits of remaining on a full duty status. The agency will not require an officer to accept a maternity duty assignment at this stage or to take leave, absent a compelling medical or public safety reason.

iii. The agency will make every reasonable effort to avoid assigning full duty pregnant employees to units in which the work involves the likelihood of encountering toxic chemicals, such as raids on clandestine drug labs or intensive traffic enforcement. Assignment of pregnant employees to units in which the work involves a high likelihood of suffering trauma should also be avoided.

iv. During the officer's pregnancy, the agency should seek a temporary exemption from firearms qualification requirements, whether those requirements arise from state law or agency regulation. If an exemption is not available, the agency shall arrange for alternative firearms qualification, such as providing non-toxic, lead- free ammunition, reducing exposure to noise and toxic cleaning solvents. Simulation training and testing should be considered as a preferred alternative to live-fire qualification, if reasonably available.

- v. The need for uniform and equipment modifications during the pregnancy will be considered, and accommodations shall be made to the extent possible.
- vi. During the pregnancy, it may become necessary for this agency to evaluate the employee's continuing ability to safely and effectively perform the essential functions of her position. In such a case, the agency may consider whether the pregnancy creates an undue safety risk to the employee, co-workers, and/or the public. The agency may consult with the agency physician and/or the employee's physician in making this evaluation. If the agency determines that the employee's condition unreasonably interferes with her ability to perform in a full duty capacity, she may be reassigned to maternity duty, as described below in section D absent unusual circumstances, the employee will not be required to take leave.

d. Maternity Duty

- i. During a pregnancy, upon written recommendation of a physician, an employee may request a temporary reassignment to alternative duty. This assignment is referred to as "maternity duty" and is an alternative to the full-duty option described in section C. above.

- 1. Maternity duty will not include work that involves the likelihood of encountering toxic chemicals, such as raids on clandestine drug labs or intensive traffic enforcement, or work that involves a high likelihood of suffering trauma.
- 2. Absent specific medical considerations, employees working maternity duty shall continue in a full time working status. Consideration will be given to allowing for part-time assignments of employees whose medical condition may warrant such accommodation.
- 3. The need for uniform and equipment modifications during maternity duty will be considered, and accommodations should be made to the extent possible.
- 4. An officer working in a maternity duty status may retain possession of an agency issued firearm. The qualification modifications described in section C.4 apply.

ii. Maternity Duty- Defined

- 1. Maternity duty may consist of, but is not limited to, the following:
 - a. Nonhazardous assignments
 - b. Writing police reports
 - c. Operating a police radio
 - d. Interviewing persons
 - e. Clerical functions
- 2. Maternity Duty assignments should avoid the following:
 - a. Alternating shift work
 - b. Defensive tactics or defensive tactics training
 - c. Firearms training, except simulated training
 - d. Patrol duties
 - e. Extensive exposure to automobile exhaust fumes such as may be experienced with intensive traffic control/toll plaza/tunnel duty
 - f. Standing for more than 30 minute intervals
 - g. Lifting of more than 25 pounds

- h. Exposure to high concentrations of toxins, chemical or infectious agents, or controlled dangerous substances
3. The agency will consider any specific restrictions identified by the employee's physician. Temporary reassignment of eligible pregnant members to maternity duty will be made consistent with the operational needs of the agency.

iii. Continuing Evaluation

1. Any evaluation made by the agency's medical advisor under this policy shall be limited to a review of the employee's medical records, which must be provided by the employee, and consultation with the employee and/or her physician. The agency's medical advisor will not routinely examine the employee for pregnancy-related matters. In rare instances where medical records supplied by the pregnant employee are deemed insufficient to make a determination as to assignment, the agency's medical advisor may recommend that the pregnant employee be examined by an obstetrician-gynecologist or by a physician knowledgeable about obstetrics.
2. Pregnant employees shall be permitted to work as long as they are able to perform their jobs and will not be subjected to special procedures to determine their ability to work. If an employee becomes unable to perform the functions of her maternity duty assignment, the agency may require her to take leave, in compliance with the Family and Medical Leave Act and other applicable law. If an officer has been temporarily absent from work as a result of a pregnancy-related condition and she recovers) she shall not be required to remain on leave until the baby's birth.

The employee may elect to take such leave if medically warranted and in conformance with applicable employer regulations and procedures and will have the election of substitution of accrued paid leave. The pregnant employee shall be treated the same as any other employee voluntarily seeking leave and/or sick pay because of any other physical condition.

iv. Return to Work after Maternity Leave:

1. Employer's Responsibility: When an employee returns to duty after an extended absence of 30 calendar days or more, the employee's commanding officer shall meet with the employee and conduct a reintegration interview. From that interview, a reorientation program shall be developed for the individual employee, if necessary, which takes into consideration the unique circumstances of the particular employee. For example, an officer returning from maternity leave may have been exempt from firearms qualification for approximately one year. In such cases, the officer's reintegration program should include firearms training/qualification prior to being assigned to the field.
2. Employee's Responsibility: When an employee who has been on an extended absence of 30 calendar days or longer due to pregnancy plans to return to work, she shall do the following:
 - a. Request to meet with her commanding officer immediately upon returning to work
 - b. Provide medical documentation of medical fitness for duty, subject to review by the agency's medical advisor
 - c. Assist her commanding officer in identifying her individual needs, which may or may not include accommodations needed for lactation, such as a private room, use of a refrigerator, and limiting exposure to toxic levels of heavy

metals and other chemicals
d. Accomplish all reintegration tasks as directed by her commanding officer.

ARTICLE VI: HOLIDAY PAY - PERSONAL LEAVE

Each member of the Bargaining Unit will be guaranteed eleven (12) paid holidays. Those paid holidays will be as follows:

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

Each member of the Bargaining Unit will be entitled, at his option, to either be granted a compensatory day off or be paid for same provided that compensatory days granted in lieu of holidays must be taken within six (6) weeks of the holiday. Provided, however, that those employees intending to exercise their option to receive a lump sum payment for holiday pay shall notify the Chief by January 1st of the year preceding the fiscal year in which the holiday falls.

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

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

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

ARTICLE VII: SALARY AND WAGES

A. Weekly Wage Schedule:

FY23 Police Officer Pay Plan- Effective July 1, 2022										
Job Code	Job Title	Fiscal Year	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T500	Police Officer*	07/01/22-06/30/23	Annual	\$59,531.70	\$62,308.01	\$64,766.42	\$67,606.31	\$70,361.42	\$74,133.81	\$75,616.49
			Bi-Weekly	\$2,280.91	\$2,387.28	\$2,481.47	\$2,590.28	\$2,695.84	\$2,840.38	\$2,897.18
			Hourly	\$28.51	\$29.84	\$31.02	\$32.38	\$33.70	\$35.50	\$36.21
T505	Sergeant**	07/01/22-06/30/23	Annual	\$90,473.77	\$92,283.25					
			Bi-Weekly	\$3,466.43	\$3,535.76					
			Hourly	\$43.33	\$44.20					
FY24 Police Officer Pay Plan- Effective July 1, 2023										
Job Code	Job Title	Fiscal Year	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T500	Police Officer*	07/01/23-06/30/24	Annual	\$60,722.33	\$63,554.17	\$66,061.75	\$68,958.43	\$71,768.65	\$75,616.49	\$77,128.82
			Bi-Weekly	\$2,326.53	\$2,435.03	\$2,531.10	\$2,642.09	\$2,749.76	\$2,897.18	\$2,955.13
			Hourly	\$29.08	\$30.44	\$31.64	\$33.03	\$34.37	\$36.21	\$36.94
T505	Sergeant**	07/01/23-06/30/24	Annual	\$92,283.25	\$94,128.91					
			Bi-Weekly	\$3,535.76	\$3,606.47					
			Hourly	\$44.20	\$45.08					
FY25 Police Officer Pay Plan- Effective July 1, 2024										
Job Code	Job Title	Fiscal Year	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T500	Police Officer*	07/01/24-06/30/25	Annual	\$61,936.78	\$64,825.25	\$67,382.98	\$70,337.60	\$73,204.03	\$77,128.82	\$78,671.40
			Bi-Weekly	\$2,373.06	\$2,483.73	\$2,581.72	\$2,694.93	\$2,804.75	\$2,955.13	\$3,014.23
			Hourly	\$29.66	\$31.05	\$32.27	\$33.69	\$35.06	\$36.94	\$37.68
T505	Sergeant**	07/01/24-06/30/25	Annual	\$94,128.91	\$96,011.49					
			Bi-Weekly	\$3,606.47	\$3,678.60					
			Hourly	\$45.08	\$45.98					
*Note - Police Officer Step 7 pay is available for FT active Police Officers at top step, and who have served 20 years as a FT active Police Officer										
**Note - Sergeant Step 2 pay is available for FT active Police Sergeants at top step, and who have served 20 years as a FT active Police Officer										

Twenty Year Senior Step. Police Officers and Sergeants who have accrued twenty years of service as a full-time police officer shall be eligible for a Twenty Year Senior Step, which shall be 2% higher than the current top Step of his/her applicable rank. The parties agree that full time service in another Police Department will be included for the purposes of this provision. This is reflected in the Pay chart contained herein.

B. Specialty Stipends:

There shall be a specialty stipend as follows that shall be subject to a retirement deduction and for the purposes of computation of retirement allowance, shall be considered as salary and wages:

1. The following positions, as designated by the Chief of Police, shall receive a weekly stipend of 3% of their weekly base salary:
Court Officer, School Resource Officer, Administrative Officer, K9 Officer.
2. The following positions, as designated by the Chief of Police, shall receive a weekly stipend of 1.5% of their weekly base salary:
Traffic Officer, Lead Firearms, Instructor/Armorer, Fleet Maintenance Officer.

M. John
6/7/2022

3. Detectives, as designated by the Chief of Police, because of their on call responsibility, shall receive a weekly stipend of 4.4% of their weekly base salary.
 4. For each shift in which an Officer certified as a Field Training Officers serves as a Field Training Officer, s/he shall receive as additional compensation, one hour of overtime pay as compensation for the additional responsibility and paperwork required.
- C. Taser Weapon Stipend:
Every Officer certified to use a Taser (Electro muscular Incapacitation Device) and maintains certification shall be paid an annual stipend of \$150. This stipend shall be paid during the first pay period in December.
- D. Bi-Weekly Pay Agreement: Pay will be provided to each Officer covered by this Agreement on a bi-weekly basis, effective July 1, 2013.

ARTICLE VIII: LONGEVITY PAY

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

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

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

ARTICLE IX: K-9 OFFICER

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

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

ARTICLE X: NIGHT DIFFERENTIAL

Section 1.

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

Effective July 1, 2018

The greater of: \$55.00 or 4.5% of the officer's base weekly wages, based on hire date prior to July 1, 2022.

Employees hired after July 1, 2022 as follows:

- a. FY23 4.5% [no change]
- b. FY24 5.0%
- c. FY25 5.5%

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

Section 2.

A. Night differential pay shall be included in base pay for the purpose of calculating overtime pay, effective July 1, 1986.

B. Night differential pay shall be considered regular compensation for pension purposes to the extent permitted by law.

C. Night differential under this Article, and the specialist stipends under Article VII, shall be paid for the first four (4) weeks of any paid leave of absence.

ARTICLE XI: EDUCATION PAY

The Town agrees to compensate bargaining unit members for his/her education upon the following schedule:

Associate's degree or equivalent course credits for Associate's Degree in the event the educational institute does not award an Associate's Degree	10%
Bachelor's Degree	20%
Master's Degree or Law Degree	25%

a. In order to be eligible for payment pursuant to this section, all degrees must be awarded from a nationally accredited institution of higher education in any field of study.

b. Education Pay shall be included in calculation of overtime pay.

c. Any employee who will attain an eligible degree or equivalent shall notify the Chief of Police as soon as possible in order for the Chief to appropriately budget for any increase.

d. Employees who previously earned thirty (30) credits toward an Associate's Degree and were receiving an education stipend of 2.5% prior to November 15, 2021 shall continue

to receive the same stipend. All other employees shall only be eligible for the Education Pay listed in the chart above section (a).

Also, it is agreed that any member attending a course of study relating to police work and approved by the Chief of Police and the Town Manager, will be reimbursed by the Town for the tuition charges (upon completion of the course and provided a grade of "B-" or better is earned). The Chief will submit the reimbursement request to the Town Manager within 15 (fifteen) calendar days after the member has provided him with the required documentation. The Town Manager will act on the request within 15 (fifteen) calendar days after the Chief submits the reimbursement request to the Town Manager. Reimbursement will be within 15 (fifteen) calendar days after the Town Manager's approval. An individual will not be limited to one (1) course per semester provided there is an equitable distribution of existing funds among other Officers. Any individual intending to take any courses under this Article shall notify the Chief in writing on or before December 1st preceding the fiscal year in which the courses will be taken.

ARTICLE XII: INSURANCE

A. Group Health

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

B. Accidental Death

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

ARTICLE XIII: BEREAVEMENT LEAVE

- A. A leave of absence with pay calculated at straight time hourly earnings not to exceed three (3) days shall be granted in the case of death in an employee's immediate family, that is: spouse, child, legal ward, parents, sister or brother, grandparents, or member of the immediate household of spouse's immediate family. Said leave is available for all members of the Bargaining Unit if the funeral or necessary time off occurs during regularly scheduled work days.

- B. Bereavement Leave under this article is granted for the purpose of attending wakes and arranging for and attending funerals.
- C. The time off granted under this article shall be in addition to any other time off, scheduled or granted, under this agreement.

ARTICLE XIV: UNIFORMS

- A. The Chief of the Police Department, or some person under his supervision and control, shall supply the members of the Police Department, upon initial employment, those equipment items which in his judgment are required to properly carry out the law enforcement function.
- B. Each police officer, except an officer permanently assigned to plainclothes, shall receive the following annual uniform allowance for the replacement of uniforms: Effective July 1, 2015 Uniform allowance will be \$750.
- C. An officer permanently assigned to plainclothes shall receive an allowance for replacement of uniforms or plainclothes. Effective July 1, 2015, Plain clothes allowance will be \$800.
- D. Effective July 1, 2015 newly appointed officer uniform allowance will be \$900. Each newly appointed Police Officer, exclusive of any uniform allowance above, will be allowed five hundred seventy-five dollars (\$575.00) to purchase an initial issue of uniforms required. Effective July 1, 2005, the allowance will be \$675.00.
- E. Each Police Officer will be granted an allowance for the maintenance and cleaning of uniforms. Effective July 1, 2015, cleaning maintenance allowance will be \$750.
- F. Any uniform change required by the Town for members of the bargaining unit shall be paid for by the Town.

Members of the Bargaining Unit specifically, directly, and narrowly understand that having received this compensation, they have an obligation to present themselves cleanly and appropriately attired for all tours of duty.

ARTICLE XV: HEALTH AND SAFETY

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

ARTICLE XVI: GRIEVANCE PROCEDURE

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

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

A grievance is defined as a dispute concerning the interpretation or application of an express, specific



provision of this Agreement, and may be processed under the following procedure:

Written grievances shall:

1. state the date of the alleged violation;
2. list the express provision(s) alleged to be violated;
3. specify in reasonable detail the facts supporting the alleged violation, and
4. state the remedy requested.

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

B. Procedure:

Step 1:

Grievances must be first presented by the employee and/or the Union Representative to the Superior Officer involved within thirty (30) days of when the affected employee knew or should have known of the occurrence of the event giving rise to the grievance. An earnest effort shall be made to adjust the grievance in an informal manner within seven (7) days of its presentation. The aggrieved employee may communicate with his representative over the Department communication system, telephone, or other available means to advise him of the employee and/or the Representative to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

Step 2:

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

Step 3:

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

Step 4:

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

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

The Award of the Arbitrator shall be final and binding upon the parties covered in this Agreement.

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

- C. The Union shall be entitled to submit grievances in the name of the Union in the same means provided therein for employees. Said submission to start at Step #3 in the Grievance Procedure.
- D. To elect arbitration, the member or the Union must file a grievance within thirty (30) days of the Town's decision. The grievance will be considered to be at Step 4. Within forty-five (45) days of the date it is filed, it must be submitted to the American Arbitration Association in accordance with its rules. A failure to file the grievance within the thirty (30) day time period and/or a failure to submit the grievance to arbitration within forty five (45) days thereafter shall constitute a waiver of any right to appeal the Town's decision to arbitration.

ARTICLE XVII: NO STRIKE CLAUSE

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

ARTICLE XVIII: COURT TIME

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

in conference with the United States Attorney or Assistant United States Attorney or at any pretrial conference or any other related hearings or proceedings, shall be entitled to overtime compensation at the rate of three (3) hours minimum at a time and one-half rate and time and one-half thereafter. Effective 7/1/2016 the minimum shall be four (4) hours minimum at a time and one-half rate and time and one-half thereafter.

ARTICLE XIX: OVERTIME

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

Sergeant Tour of Duty: When a Sergeant's slot is filled it will be first be offered to other Sergeants and then to Lieutenants. No OIC stipend, known as "Temporary Service in Higher" grade as reflected in E. below, will be paid to Patrol Officer when Lieutenant is working.

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

- A. Overtime shall be offered first to regular full-time permanent police officers. Such overtime will be equally distributed among regular full-time officers available for such work. In the event there is no volunteer for a shift the Town decides to fill, a regular full-time permanent officer may be held over or ordered in.
- B. All overtime will be at time and one-half rate for all hours in excess of eight (8) hours per day and forty (40) hours per week.
- C. Off-duty police officers who are called in to work are required to come to the Department during the call-in period and will be paid a four (4) hour minimum at time and one half rate for such recall.
Officers called in early prior to a scheduled shift who work into the shift shall receive overtime for the actual work performed prior to said shift, provided that such employees shall receive a minimum of one-half hour overtime in such situations.
- D. Special Assignments - From time to time unique emergency police situations develop. The Chief, Executive Officer, or Sergeant in charge of a shift, may, without regard to the overtime list, assign to this emergency situation a member who, because of their specialized knowledge, training, or skill are uniquely qualified for that emergency situation. Such assignment shall be made only for the limited purpose of handling the unique emergency situation and shall not extend beyond its completion. In any event, such assignment shall not exceed sixteen (16) hours in any seven (7) day period. All hours worked shall be charged to the member working the same for the purpose of computing overtime standing.
- E. Effective 7/1/2016: Temporary Service in Higher Grade - In the absence of a patrol sergeant on a shift, the senior patrol officer shall serve as the Officer in Charge. In compensation for serving as the Officer in Charge of that shift, the senior patrol officer shall receive one (1) hour of overtime pay, in addition to any other compensation due to him/her. Where a patrol officer serves as the Officer in Charge of a shift for four (4) hours or less, s/he shall receive one-half hour of overtime pay as additional compensation.

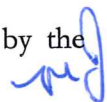
ARTICLE XX: SENIORITY, LAYOFF AND RECALL

- A. Layoff: Employees appointed prior to the Town's revocation of G.L. 31 shall maintain all layoff, recall and reinstatement rights pursuant to the statute so long as such rights exist at the time they are asserted.
- In the event of a reduction in force affects non-civil service employees such lay-off shall be in inverse of seniority. The parties recognize that seniority in the bargaining unit shall commence from the date the Officer is sworn in as a regular full-time permanent Foxborough Police Officer. If more than one Officer is sworn in on the same date, then the Chief of Police will determine the order at the time of appointment.
- B. Reinstatement: An employee who has been subject to a layoff and does not enjoy civil service rights shall have reinstatement rights to open position(s) by seniority for a period of three (3) years.
- C. Notices under this Section: A reinstated employee shall notify the Chief of Police within ten (10) calendar days of mailing of the reinstatement notice of his/her intention to return to the Foxborough Police Department. In the event that the employee fails to notify the Chief within the applicable time frame, he/she waives all rights associated with the reinstatement to the current position and any position in the future, permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice to be eligible for reinstatement and must pass a medical examination prior to reinstatement. This requirement may be waived at the discretion of the Chief.
- D. Licenses and Certifications: Employees who are laid off must maintain any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be able to attend courses which involve a cost, provided he/she timely pays such portion of the cost.
- E. When a permanent opening occurs within a shift, the senior Police Officer within the rank who requests the same in writing shall be given the vacancy provided, however, that the vacancy shall be posted in a conspicuous place for at least three (3) days prior to filling said opening. If the senior Police Officer is not given the vacancy, the Chief of Police will supply him with a reason why he has not been granted the vacancy.
- F. Operational Transfers: For operational reasons relating to manpower and deployment, the Chief may, with a minimum of 48 (forty-eight) hours' notice, temporarily transfer an employee to another shift, without a resulting transfer of another employee. Such transfers shall be offered first on a voluntary basis, by seniority. Failing volunteers, the least senior employee shall be assigned. Such transfers shall ordinarily be made only for operational reasons expected to last two (2) weeks and shall not exceed six (6) months. In any event, the transfer shall be limited in time to the duration of the operational reasons.
- G. For purposes of bidding shifts and selecting vacations, seniority shall commence from the date the Officer is sworn in as a regular full-time permanent Foxborough Police Officer. If more than one Officer is sworn in on the same date, then the Chief of Police will determine the order at the time of appointment.
- H. Officers of equal rank who mutually agree may swap shifts for up to ninety (90) days as long as such agreement: (1) is reduced to writing, (2) is approved by the Chief, and (3) imposes no additional cost upon the Town of Foxborough.

ARTICLE XXI: EXTRA PAID DETAIL

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

- A. All extra paid details will be offered to regular Officers first. Said details to be assigned by the



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

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

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

1. Town and School Department Details: Any member of the bargaining unit assigned to a Town or School Department Detail shall be paid for a minimum of 4 hours. Any work beyond the first four hours will be paid in hourly increments. Officers shall be paid at their respective overtime rate. No Officer shall be compensated at less than the All Other Detail rate (as defined in subsection 3). In cases where the individual's overtime rate is less than the prevailing outside detail rate the Officer shall be compensated at the higher rate.

Town and School Department details are defined as those which are paid for with Town funds, including work being done under contract and/or sub-contract, for any Town Department.

This language was agreed to in a signed side letter agreement during impact bargaining on November 4th, 2016.

2. Labor Dispute Details: Members of the bargaining unit assigned to a Labor Dispute Detail shall be compensated at one and a half times the applicable detail rate. A minimum of two (2) officers shall be assigned to Labor Dispute Details.
3. All Other Details: Members of the bargaining unit assigned to details other than Labor Dispute Details shall be compensated at an hourly rate based on time and a half the Twenty Year Seniority Step of the Sergeant's base salary set forth in Article VII(c). The hourly rate will be rounded off to the nearest whole dollar. The hourly rate shall be as follows, and is inclusive of all detail pay for any detail:

- a. FY23 \$66.00
- b. FY24 \$68.00
- c. FY25 \$69.00

Detail rate increases effective the first full pay period after July 1st of each contract year.

4. Detail Minimum Pay: The minimum compensation for all details shall be four (4) hours. If an officer is assigned to work and does work more than four (4) hours at a detail other than a School Department Detail (as defined above) or a Town detail (paid for by any Town Department where no administrative fee is charged), the officer will be paid eight (8) hours.
5. Officer in Charge: Members of the bargaining unit assigned supervisory responsibility over 3 or more officers, shall receive additional compensation equal to one (1) hour pay, detail pay rate per event, in recognition of their supervisory role. These supervisory positions shall be offered to members of the bargaining unit first. This shall also apply to details, other than those at

Gillette Stadium, which involve such assigned supervisory responsibility.

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

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

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

ARTICLE XXII: DISCIPLINARY ACTION

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

ARTICLE XXIII: HOURS OF DUTY

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

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

1. a minimum of fourteen (14) days' notice is given;
 2. volunteers are sought for such shifts; and
 3. in the absence of volunteers, the most junior employee(s) will be assigned.
- C.
1. In the exclusive discretion of the Chief, specialist positions can be established and assigned to meet the needs of the Department. The establishment and assignment of any position shall not limit the Chief's right to determine that the position should not be filled.
 2. These positions will include but not be limited to:

Court Officer/Prosecutor	Investigative Sergeant Crime
Prevention/DARE Officer	Youth Crisis Officer
Administrative Officer	Traffic Enforcement Officer
Detectives	
 3. Said specialist positions will be assigned either to a four-and-two or a five-and- two work schedule, subject to impact bargaining as provided in subsection (5) below. If

the position is assigned a five-and-two schedule, the officer will be guaranteed the eleven paid holidays and six (6) additional days off per year as set forth above as days off.

4. It is agreed that the existing schedule (5 and 2) will remain in effect for the following positions: Court Officer/Prosecutor; Crime Prevention/DARE Officer; Administrative Officer; Investigative Sergeant. Any change in the five-and-two schedule for these positions can be accomplished only through successor contract bargaining.
5. The Town will meet any and all obligations it has under c. 150E with respect to any change related to specialists in the Department by negotiating pursuant to c. 150E over:
 - a. any stipend/monetary benefits for a specialist position; and
 - b. the work schedule, if the schedule varies from any of the existing work schedules within the department.

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

E.

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

ARTICLE XXIV: LEAVE OF ABSENCE

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

ARTICLE XXV: PERFORMANCE EVALUATION

Performance appraisal criteria and process that is currently being utilized is officially ratified.

ARTICLE XXVI: PROMOTIONAL PROCESS

The parties agree to utilize a third-party assessment center to determine eligibility for promotion to the rank of Sergeant. The parties agree that the Policy Number 34-1 shall outline the process for promotion.

ARTICLE XXVII: STABILITY OF AGREEMENT

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

ARTICLE XXVIII: MISCELLANEOUS

A. Eligibility for Extra Work

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

B. Civilian Dispatchers

The Town of Foxborough (the "Town") and Local 625, International Brotherhood of Police Officers (the "Police Union") hereby agree that the following terms and conditions will constitute a complete settlement of any issues concerning the Town's implementation of civilian dispatchers in the Foxboro Police Department.

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

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

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

D. Residency:

Effective upon ratification of this agreement, all employees hired after the date of ratification of this agreement must reside within 15 miles of Foxborough border to border "as the crow flies" as of their date of hire.

Employees hired on or prior to the date of the ratification of this agreement are not mandated to change their residence, even if said employee resides more than thirty (30) miles from the border of Foxborough. Should an employee covered by this paragraph change their primary residence, the new primary residence may not be farther from the Foxborough border "as the crow flies" than their old primary residence.

E. Military leave is limited to statutory obligation of 17 days per year.

F. Specific sections of the Code of Conduct raised by the bargaining committee have been modified by the Administration to the satisfaction of the Union. The amended Code of Conduct shall be in full force and effect. The Union agrees that the Code of Discipline is not incorporated in the Code of Conduct.

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

None of the provisions of this Agreement apply to Student Officers except for the Step 1 Police Officer base salary established in Article VII. Salary and Wages. Any other terms and conditions of employment for Student Officers are set forth in M.G.L. c. 41, s. 96B.

ARTICLE XXX SUBSTANCE ABUSE

A. Substance Abuse Policy

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

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

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

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

B. Treatment and Assistance

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

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

C. Substances Addressed

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

1. Alcohol

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

2. Controlled / Illegal Substances

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

D. Prohibited Activities

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

1. The consumption of alcohol on any of the Town's office or work premises, whether or not the consumption takes place during regular business hours. This does not apply to

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

E. Disciplinary Action and Possible Consequences

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

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

F. Reporting Procedures

1. Procedures

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

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

2. Searches and Testing

To protect the health, safety and welfare of its employees, the Town reserves the right to require any employee to submit to a search of their personal property and/or testing when probable cause exists as to the possession and/or consumption of controlled or illegal substances as described under Prohibited Activities. Probable cause is defined as an apparent state of facts and/or circumstances found to exist which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics. The Town reserves the right to search all areas of Town office

property, as well as employees' personal property brought onto Town office property, including but not limited to offices, files, briefcases, desks, (lockers), etc. All searches and tests will be conducted only by personnel with the express authorization of the Chief. No exceptions will be made.

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




ARTICLE XXXI: DURATION

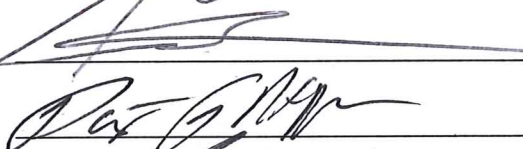
This Agreement shall extend for a one-year term, July 1, 2022 through June 30, 2025. Notwithstanding the foregoing, this Agreement shall remain in full force and effect until a successor agreement has become effective.


Signed and sealed this 7th day of June 2022


LOCAL 379 MCOF


TOWN OF FOXBOROUGH

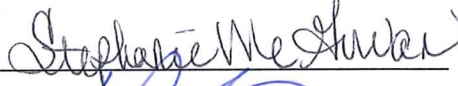





















MCOF
6/7/2022