

AGREEMENT

between the

TOWN OF WESTWOOD

and the

WESTWOOD POLICE SUPERIOR OFFICERS ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

TABLE OF CONTENTS

PAGE

ARTICLE 1	RECOGNITION	1
ARTICLE 2	MEMBERSHIP IN THE ASSOCIATION	1
ARTICLE 3	PRECEDENCE OF LAWS AND REGULATIONS	2
ARTICLE 4	REVOCATION OF TOWN'S ACCEPTANCE OF CIVIL SERVICE	2
ARTICLE 5	MANAGEMENT RESPONSIBILITY	4
ARTICLE 6	RESPONSIBILITY OF EMPLOYEES	4
ARTICLE 7	ASSOCIATION RESPONSIBILITY	4
ARTICLE 8	HOURS OF WORK AND OVERTIME	5
ARTICLE 9	EMPLOYEE RECALL	5
ARTICLE 10	HOLIDAYS	5
ARTICLE 11	VACATIONS	6
ARTICLE 12	SICK LEAVE	7
ARTICLE 13	BEREAVEMENT LEAVE	9
ARTICLE 14	PERSONAL LEAVE	9
ARTICLE 15	MILITARY LEAVE	9
ARTICLE 16	OTHER LEAVES OF ABSENCE	10
ARTICLE 17	ASSOCIATION BUSINESS LEAVE	10
ARTICLE 18	COURT TIME	11
ARTICLE 19	HEALTH & WELFARE	11

ARTICLE 20	SAFETY	12
ARTICLE 21	SHIFT SELECTION	12
ARTICLE 22	CLASSIFICATION PLAN PAY RATES	13
ARTICLE 23	UNIFORMS AND EQUIPMENT	13
ARTICLE 24	NIGHT DIFFERENTIAL	14
ARTICLE 25	COMPLAINTS AND GRIEVANCES	14
ARTICLE 25A	JUST CAUSE	15
ARTICLE 26	LONGEVITY	15
ARTICLE 27	CAREER INCENTIVE PAY PROGRAM	15
ARTICLE 28	PRIVATE PAID DETAILS	16
ARTICLE 29	TEMPORARY SERVICE OUT OF RANK	17
ARTICLE 30	LEGISLATION	17
ARTICLE 31	EFFECT OF AGREEMENT	17
ARTICLE 32	NO STRIKES - NO LOCKOUTS	18
ARTICLE 33	LIMITED DUTY	18
ARTICLE 34	SUBSTANCE ABUSE TESTING	19
ARTICLE 35	BODY CAMERAS WORKING GROUP	24
ARTICLE 36	DURATION OF AGREEMENT	25
APPENDIX A	FMLA SIDE LETTER	

AGREEMENT

AGREEMENT entered into this 21st day of June, 2023 between the TOWN OF WESTWOOD, in the county of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the “Town” or the "Employer", and the WESTWOOD POLICE SUPERIOR OFFICERS ASSOCIATION, hereinafter collectively referred to as the "Association". Any reference to the term "employee" or "employees" within this Agreement shall mean those "employees" as defined in ARTICLE 1, RECOGNITION, Subsection (a).

ARTICLE 1
RECOGNITION

(a) The Employer recognizes the Association as the representative of all permanent Police Lieutenants in the Employer's employ, except the Chief of Police, Sergeants, Patrol Officers, all office and clerical employees, and all other employees of the Police Department, for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment subject to negotiations under the Massachusetts General Laws (M.G.L.), Chapter 150E.

(b) The Employer will not discriminate against any employee or applicant for employment by reason of their membership in the Association or by reason of any Association activity on their part not in contravention of any provision of this Agreement or because of race, religious creed, color, national origin, ancestry, sex, age, as defined by law, sexual orientation, as defined by law, disability, gender identity or expression, as defined by law, genetic information, veteran status, military service or application for military service, or pregnancy, and any other state or federal categories.

(c) Matters appropriate for consultation and negotiation between the parties, hereto, are practices, procedures, and implementation of policies relating to working conditions which are in the authority of the Employer and subject to negotiation under M.G.L. Chapter 150E.

ARTICLE 2
MEMBERSHIP IN THE ASSOCIATION

(a) Neither the Employer nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right to self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) The Association shall be responsible for representing the interest of all employees as hereinbefore defined in Article 1, Recognition, subsection (a) without discrimination and without regard to employee organization membership.

ARTICLE 3
PRECEDENCE OF LAWS AND REGULATIONS

(a) The public interest in the accomplishment of the purpose of the Police Department is paramount.

(b) In the administration of all matters covered by the Agreement, officials and employees are governed by the provision of any existing or future laws or regulations including the provisions of the By-Laws of the Town of Westwood and the "Manual of the Westwood Police Department", and amendments thereto, which may be applicable, and this Agreement shall at all times be applied subject to such laws, regulations, and policies. Where, however, any such law, regulation, by-law, or policy conflicts with or is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail, as permitted by law.

(c) Employees shall be guaranteed a continuance of the protection of the Civil Service Laws, rules, and regulations in M.G.L. Chapter 31 as governed by Article X (Revocation of Town's Acceptance of Civil Service).

(d) Employees shall exercise such rights as are granted by provisions of the retirement systems and pensions as promulgated pursuant thereto in M.G.L. Chapter 32.

ARTICLE 4
REVOCATION OF TOWN'S ACCEPTANCE OF CIVIL SERVICE

1. Revocation. The parties acknowledge that the Town Meeting voted to allow the Town to revoke its acceptance of the Civil Service statutes,¹ effective July 1, 2013 and that the parties have negotiated the impact of such revocation on terms and conditions of employment.

2. Effect of Revocation. As far as practicable, the revocation of the Civil Service statute shall not affect any civil service rights which have come into existence between the Town and any employee as a result of the original acceptance of such law.

3. Seniority.

(a) For employees appointed before the removal of the Department from Civil Service, the Civil Service definition of seniority shall continue to apply for purposes of layoffs, demotions, and all other contractual purposes, except as may be provided otherwise in specific language in the parties' 2010-2013 Agreement.

(b) For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the employee's date of appointment in the Department.

¹ The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes under NAGE Local R1-162 v. Labor Relations Commission, 17 Mass. App. Ct. 542 (1984), and its duty to negotiate the impact of such revocation on terms and conditions of employment.

4. Layoff and Recall.

(a) Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters, and any appeal shall continue to apply.

(b) For employees appointed after removal of the Department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds, or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, written notice five (5) days in advance of the contemplated layoff shall be given to the employee; a copy of such notice shall also be given to the Association. Probationary employees shall be laid off first. If laid off, the employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of the mailing of the recall notice of their intention to return to the Westwood Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived their right of recall permanently and absolutely.

(c) Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work, a recalled employee may be required to undergo a physical examination, physical abilities test, or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall, they shall provide the employee with a written statement of their reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.

(d) Laid-off employees will be responsible for maintaining 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 allowed to attend courses, which involve a cost, provided that they pay their portion of the cost. Laid-off employees who attend such Town-sponsored training sessions and/or courses, shall, as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

5. Discipline.

(a) Employees appointed prior to removal of the Town from Civil Service shall retain their right to appeal discipline imposed under M.G.L. c. 31, §41 to the Civil Service Commission.

(b) After the revocation of the Civil Service statute, the Town and the Association agree that the “just cause” standard in effect will be the contractual just cause referenced in Article 25A of the parties’ Agreement. Disciplinary actions will continue to be processed through the parties’ grievance procedure contained in Article 25 of the Agreement.

ARTICLE 5

MANAGEMENT RESPONSIBILITY

(a) The Chief of the Police Department shall have full and absolute authority in the administration of the Department, and shall make all rules and regulations for its operation (pursuant to MGLc41s97A), except (1) as limited by the General Laws of the Commonwealth of Massachusetts; and (2) as they may be limited by specific provisions of this Agreement.

ARTICLE 6

RESPONSIBILITY OF EMPLOYEES

(a) The Town and the Association shall not discriminate against employees in the exercise of their right, freely and without fear of penalty and reprisal, to form, join and assist any employee organization or to refrain from any such activity in accordance with the Municipal Labor Relations Act of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the labor organization and acting for it in the capacity of an organization representative.

(b) Each employee of the Department shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, rules, and regulations.

ARTICLE 7

ASSOCIATION RESPONSIBILITY

(a) The Association or its representative shall have the right and obligation to represent the employees, members of the Police Department as hereinbefore defined in Article 1, Recognition, subsection (a); to engage in collective bargaining negotiations with the Town, with the object of reaching an agreement applicable to the employees of such Department.

ARTICLE 8
HOURS OF WORK AND OVERTIME

(a) The work period shall consist of five consecutive duty days followed by two consecutive off-duty days. A normal workday is eight hours. The average work week is Monday – Friday, 40 hours per week. The computation of overtime shall be based on an average work week of 40 hours.

(b) In light of the managerial nature of their regular duties, employees shall be compensated at the rate of time and one-half their regular rates of pay only for such planned overtime and recalls outlined in Article 8 for hours of work performed over the normal work week as is performed in a lower rank. Compensatory time may be taken only at times approved by the Chief of Police.

(c) No less than one Lieutenant shall be “on call” at all times. The on-call schedule shall be at the Police Chief’s discretion

ARTICLE 9
EMPLOYEE RECALL

(a) If an employee who has left their place of employment or last duty assignment after having completed the work on their regular tour of duty is recalled to work in a lower classification, the employee shall be paid on a time and one-half basis for all such time and shall be guaranteed a minimum of four (4) hours of such recall pay, provided that the callback is forty-five (45) minutes or more in length; callbacks of less than forty-five minutes will be paid a two-hour minimum. It is understood that the four-hour or two-hour guarantees do not apply when an employee is called in early to work prior to the normal starting time of their scheduled tour of duty and works continuously from the time they report to their normal scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour at a rate of time and one-half.

ARTICLE 10
HOLIDAYS

(a) The following holidays shall be recognized by the Town. When a holiday falls on a Saturday, it will be observed on the Friday immediately preceding the holiday. When a holiday falls on a Sunday, it will be observed on the following Monday. On these days, employees, without loss of pay, shall be excused from all duty except in cases where the Town Administrator determines that the employee is required to maintain essential Town services. Recognized holidays are as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day/Indigenous People's Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	Christmas Day

(b) The computation of holiday pay shall be based on an average work week of 40 hours.

(c) Employees shall receive an additional one-fourth (1/4) of a week's salary for the week in which a holiday occurs, provided they are in full pay status, except when they are sick on the holiday. This exception shall not apply when the illness is eight (8) calendar days or more in length prior to the holiday. An employee shall not be considered to be in full pay status when they are on a leave of absence or under suspension on the day of the holiday.

ARTICLE 11
VACATIONS

1. Coverage.

(a) Full-time employees who have completed thirty (30) weeks of continuous service following the date of original appointment shall be entitled to fifteen (15) days of vacation with pay each fiscal year. If, in any fiscal year, employment is less than thirty (30) weeks of continuous service, the employee shall be entitled to one day of vacation for each full month of continuous service completed.

(b) Employees having completed five (5) years of continuous service following the date of original appointment, shall be entitled to twenty (20) days' vacation with pay.

(c) An Employee who has completed fifteen (15) years of continuous service following the date of original appointment shall be entitled to twenty-five (25) days' vacation with pay.

(d) An employee who reaches their fifth, tenth- or fifteenth-year anniversary of continuous service shall receive third, fourth or fifth weeks of vacation in the fiscal year following the fiscal year in which the anniversary date was reached.

2. Termination. Whenever appointment is terminated by dismissal through no fault or delinquency on the part of the employee, or by retirement, or entrance into the military, the employee shall be paid an amount equal to the vacation allowance as earned and not taken in the fiscal year prior to such termination. In addition, payments shall be made for that portion of the vacation allowance earned by the employee up to the date of separation from the payroll.

3. Death. Whenever employment is terminated by death, the beneficiary of the deceased shall be paid an amount equal to the vacation allowance accrued in the fiscal year prior to the employee's death but which had not been taken. In addition, payment shall be made for that portion of the vacation allowance earned by the employee up to the time of death.

4. Other Uses of Vacation Leave. At the discretion of the Chief of Police, sick leave used in excess of that authorized may be charged to vacation leave.

5. Additional Vacation Day. Employees shall be entitled to an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, or Friday. This additional day shall be taken during the employee's current vacation period.

6. All vacation time schedules shall be subject to the approval of the Chief of Police and all vacation time schedules are subject to change by the Chief of Police because of unforeseen events or inability to cover with replacements or emergency situations. Employees may request their vacation periods in writing to the Chief of Police by April 30th and preference by seniority as defined in M.G.L. Chapter 31, Section 15D shall be given by the Chief of Police in scheduling vacations subject to the above-noted exceptions. Requests for vacation time made after April 30th shall be considered by the Chief of Police on a first-come basis, without regard to seniority. All Employees must give at least three days' notice of request for vacation time to the Chief of Police. Subject to compliance with the above and subject to the Police Chief's approval, employees may take their vacation time in single days or weeks but no vacation except under unusual circumstances and in the Police Chief's discretion shall be granted for longer than a period of two (2) weeks.

ARTICLE 12 SICK LEAVE

1. Coverage. Full-time employees shall accrue one and one-quarter (1.25) days of sick leave with pay for each month worked.

2. Use of Sick Leave. An employee shall be entitled to sick leave only when the employee is incapable of performing duties due to personal sickness, injury, or a quarantine by public health authorities. Sick leave shall not be granted for injury sustained in other employment or injury recoverable by insurance. The phrase "but not injury sustained in other employment or injury recoverable by insurance" does not apply where the 111F pertains to Town employees. Injury, illness, or disability, self-imposed or resulting from substance abuse, may not be considered proper claim for leave under this section.

3. Accrual of Sick Leave. An employee shall be credited annually with the unused portion of leave granted under this section up to a maximum of 180 days.

4. Extension of Sick Leave. Extended sick leave may, at the discretion of the Chief of Police, be granted to an employee after all of an employee's sick leave and vacation leave has been used.

5. Notification. Sick leave will commence on the date and time that notification of the employee's sickness, injury, or quarantining is given to the Chief of Police or designee by the employee or the employee's family or physician.

6. Certification of Illness. After three days' absence or after a series of repeated absences during the years of employment, the Chief of Police may request a physician's statement which certifies the employee's inability to perform normal work duties.

7. Sick Bank.

(a) Effective July 1, 1997, there shall be established a sick bank to provide additional paid sick time for officers who have suffered serious non-occupational illness or injury which is expected will exhaust their own accrued paid sick leave. The sick bank shall be jointly administered by representatives of the Town and the Association.

(b) The Town shall contribute 150 days at the inception of the sick bank for the purpose of establishing an initial deposit. On June 30 of each of the next three years, 25 days shall be deducted from the Town's initial contribution.

(c) Each employee shall be entitled to draw from the bank a maximum number of days equal to the number of their own accumulated sick days at the onset of the serious non-occupational illness or injury. Notwithstanding the foregoing, an employee who has less than three consecutive years of service may draw a maximum of 45 days from the bank, provided that such employee shall be required to repay to the bank, from sick leave that would otherwise accumulate during the absence or after returning to work, any sick bank days taken in excess of the number of days of their own accumulated sick leave at the onset of the illness or injury.

(d) At any time that it appears to the Town that an employee's draw from the bank is likely to exceed 50 days, the Town shall have the right to require a medical evaluation to determine the probability of the employee returning to work. The employee shall have the right to seek their own medical evaluation. In the event of a conflict between the above two evaluations, the Town and the Association shall agree upon a third evaluator, whose opinion shall be binding.

(e) At such time as the controlling medical evaluation determines that the employee is not likely to return to work, the Town shall have the right to initiate an application for disability retirement.

(f) Any time drawn from the sick bank, as well as the employee's own accumulated sick days, shall be counted toward any leave to which the employee would otherwise be entitled pursuant to the Family and Medical Leave Act.

(g) It is specifically agreed and understood that the purpose and intent of this Section is to make additional paid sick time available to employees who intend, and are reasonably

expected to be able, to return to work. It is not the purpose or intent of this Section to make additional paid sick time available to employees whose illness or injury is of so serious a nature as to make it unlikely that they will be able to return to work.

ARTICLE 13
BEREAVEMENT LEAVE

(a) Emergency leave of up to three (3) days may be granted for a death in the employee's immediate family. Immediate family shall include spouse, parent, child, sibling, grandchildren, grandparents, step-parent, and parent-in-law. Compensation shall be limited only to the time lost from the employee's normal work schedule.

ARTICLE 14
PERSONAL LEAVE

(a) Each employee shall be entitled to two (2) personal days per fiscal year. An employee with twenty (20) years of service shall be entitled to one (1) additional personal day per fiscal year. It is understood that personal days are to conduct personal business, and are not to be used in lieu of or in connection with a holiday or vacation time. A request to take a personal day must be submitted to the Police Chief forty-eight (48) hours prior to the date on which it is to be taken unless circumstances beyond the control of the employee prevent such notice from being given.

(b) The Police Chief will not deny permission to take said personal leave based upon the reason for the leave but only upon the needs of the Department.

(c) Each employee shall be entitled to one (1) day off per year if they participate in a counseling session with a licensed professional. It is expressly understood that the Mental Health Day program will be implemented in FY24 but will not be implemented until the parties reach a mutual agreement.

ARTICLE 15
MILITARY LEAVE

(a) Prior to taking military leave, employees shall provide at least sixty (60) days advance written or, if unable to provide written, verbal notice that they will be absent from work due to military service, unless notice is precluded by military necessity, is impossible, or is unreasonable. Employees who wish to be reemployed shall submit an application for reemployment within a reasonable time period, in accordance with applicable law.

(b) Employees called for temporary summer or like period of training in the military forces of the Nation or the Commonwealth will be granted leave in accordance with Federal and State Laws. At least sixty (60) days prior to departure, employees shall provide notice of the date of departure and date of return unless notice is precluded by military necessity, is

impossible, or is unreasonable, and shall provide confirmation of the satisfactory completion of such training upon return to work. Absence from work for military training as provided in this section shall not affect the employee's right to receive normal vacation, sick, or other employment benefits.

(c) Other military benefits and compensation shall be provided in accordance with applicable local option statutes adopted by the Town (e.g., MGL c. 33 s.59).

ARTICLE 16

ASSOCIATION BUSINESS LEAVE

(a) Members of the bargaining committee shall be allowed to attend negotiations and shall be allowed a reasonable amount of time off from duty without loss of pay, or without having to make up such time, in order to conduct negotiations, process grievances or to attempt to resolve Department problems and all negotiations shall be conducted at reasonable times. Five days' notice of such absence shall be given to the Chief of Police whenever possible.

ARTICLE 17

OTHER LEAVES OF ABSENCE

1. Jury Leave. Employees called for jury duty shall be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court excluding allowance for travel. The amount due to the employee shall be certified by the Town Accountant upon presentation of proper evidence for monies received for jury duty.

2. Unpaid Leaves of Absence. Leaves of Absence other than those covered under this section shall be granted as follows:

(a) The Town Administrator, upon recommendation of the Chief of Police, may grant leaves of absence without compensation. Leaves of absence of over three (3) months' duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee, unless an extension of leave beyond the three (3) month period has been authorized in advance by the Town Administrator.

(b) Employees on leaves of absence may continue to remain a member of a group health plan or group insurance plan by assuming full payment of the total premiums.

(c) Employees on leaves of absence shall not be entitled to benefits granted under this policy, such as, holiday, vacation, sick, or bereavement.

(d) Leaves of absence of over three (3) months will result in loss of longevity rights for the entire leave.

3. Injury Leave

(a) An employee who, following the execution of the Agreement, is placed on injury leave pursuant to Chapter 41, Section 111F, shall not accrue sick time while on leave. Such employee shall retain all unused vacation leave which they had accrued at the time of their

placement on injured-on-duty leave and shall continue to accrue vacation at the full accrual rate for the first six (6) months of such leave.

(b) During the second six (6) months of such leave, the employee shall accrue vacation at the rate of 50% of normal accrual. Thereafter, the employee shall not accrue vacation but shall retain the right to use all accrued and unused vacation upon their return to employment or receive payment at retirement.

ARTICLE 18
COURT TIME

(a) An employee required as a part of their official duties to appear in court to give testimony during the hours that the employee is not scheduled to work shall be paid at a rate of time and one-half of their base pay with a guaranteed minimum compensation of three (3) hours provided, however, that if they so attend during any one day on more than one occasion, they shall be entitled to pay only equal to the minimum provided above or the time actually worked whichever is greater. Attendance to give testimony shall include the following: Any time or attendance or related service at or in any manner of a criminal or civil nature before any State or Federal court, Administrative Agency, or other instrumentality of Government, whether Federal, State, Municipal or related to any political subdivision or political authority and shall include attendance at hearings before Masters, Auditors, District Attorneys or other officials of any of the above Governmental bodies. This paragraph shall not apply to civil cases in which the employee is involved which are unrelated to their official duties.

ARTICLE 19
HEALTH AND WELFARE

(a) Group Life Insurance and health insurance coverage for the employees, members of the bargaining unit, are granted pursuant to provisions of Chapter 760 of the Acts and Resolves of 1955 of the Commonwealth of Massachusetts which was accepted by the Town on March 12, 1956, as amended by Chapter 32B of the General Laws of said Commonwealth. Pursuant to such statutory provisions the Town pays one-half the cost of the Group Life Insurance Basic Plan.

(b) Effective July 1, 2015, the Town joined the Group Insurance Commission (GIC) for the purpose of providing health insurance to employees and retirees of the Town of Westwood. The employee/retiree contribution rate by type of plan is as follows:

Indemnity Plans	50%
PPO Plans	32%
HMO Plans	32%

ARTICLE 20

SAFETY

(a) The Town shall continue to provide such protective devices in connection with the work performed by the employees, members of the bargaining unit, as it provides presently in the performance of such work.

ARTICLE 21

SHIFT SELECTION

(a) Whenever a vacancy exists on an employee's shift, a notice of vacancy shall be posted together with the request for bid for a period of seven (7) days. In filling the vacancy, the principle of seniority shall apply. The senior employee within the rank who requests the vacancy in writing shall be given the assignment. However, the Chief of Police shall not be required to grant the assignment to the senior bidder if they had reasons to believe that the assignment of the senior bidder will not serve the best interest of the operational effectiveness of the Department or that the assignment of the senior bidder will adversely affect the best interests of the Town of Westwood. A vacancy shall also include absences of duty due to long-term illnesses and other extended, authorized leave. Senior bidders who are denied such assignment shall have the right to the contractual Grievance and Arbitration Procedure as hereinafter set forth in Article 23.

(b) Seniority for the purposes of this Section is defined as the length of time within the rank as determined by the date of permanent appointment or promotion to that rank within the Town of Westwood Police Department. Seniority for the rank of Lieutenant shall commence from the date of permanent promotion. If more than one employee is appointed or promoted on the same date, seniority shall be determined by the order of the appointment. An annual review of employee's position preference will be conducted by the Chief of Police. The Chief of Police will try to maintain the theory of seniority balanced on job performance, productivity, and qualifications of employees.

(c) Any former officer who returns to work in the Police Department after a break in service greater than five years shall not return to their prior seniority status. Instead, their seniority shall be computed from the date of first employment after they return to work at the Police Department as a certified, full-time police officer. A "break in service" shall be defined for the purposes of this agreement as any time period in which a police officer is not actually working for the Town of Westwood as a police officer.

(d) The Town may utilize assessment center testing to establish eligibility lists for promotions to Lieutenant, provided that the assessment centers used are bona fide and non-prejudicial.

ARTICLE 22
CLASSIFICATION PLAN AND PAY RATES

1. Employees shall be compensated in accordance with the following wage scale:

(a)	Level 1	Level 2	Level 3	Level 4	Level 5
FY24	\$106,103	\$109,286	\$112,565	\$115,942	\$119,420
FY25	\$108,225	\$111,472	\$114,816	\$118,260	\$121,808
FY26	\$110,390	\$113,701	\$117,112	\$120,626	\$124,244

(b) The Chief of Police may, with the approval of the Assistant Town Administrator/Human Resources Director, place a newly hired Lieutenant at any level on the wage table.

2.

(a) Effective July 1, 2024, a new two thousand five hundred dollars (\$2,500) stipend shall be added for Lieutenants who have completed one of the following: FBI LEEDS, FBI LEEDA, FBI National Academy, PERF (Police Executive Research Forum) Senior Management Institute for Police, Command Development Course; Administrative Officers Course; Certificate in Public Administration, or other similar courses as approved by the Chief of Police.

(b) A lieutenant can only have one of the stipends listed in this section, and it is expressly understood that this stipend shall not be added to base pay or used in the calculation of overtime. This stipend shall be paid on the second pay period in July of the fiscal year following the year the certification was obtained.

ARTICLE 23
UNIFORMS AND EQUIPMENT

(a) Employees shall receive a clothing allowance in the same amount as that provided to patrol officers and sergeants. Each employee is responsible for their own cleaning of clothing.

(b) The employee may spend such clothing allowance at uniform suppliers designated by the Chief of Police, provided the employee presents the item(s) purchased to the Chief of Police or their designee for approval. Payment will be made only upon approval.

(c) The Employer shall provide each employee with batons, handcuffs, holsters, hat badges, breast badges, gun and cartridges, patches, chevrons, gold braid, and other equipment as required by the Chief of Police

(d) The Employer will endeavor to provide employees with a locker. All uniforms and equipment issues shall remain the property of the Employer and employees shall keep the same in good condition and repair.

(e) The Town shall arrange for an account at a local cleaner through which each bargaining unit member shall be permitted three coat cleanings per year.

ARTICLE 24
NIGHT DIFFERENTIAL

(a) Effective July 1, 2021, six percent 6% of base pay shall be added to the salary of those officers who regularly work shifts 2 and 3. Shifts 2 and 3 are shifts whose hours are those not normally considered daytime shift hours. Night differential shall not be used in the computation of overtime, sick leave, injury leave, holiday pay, vacation pay, funeral leave, military leave, paid leaves of absence and Association business leave. The parties agree to reopen this Agreement for the purpose of this Article only in the event of any change to the night differential percentage paid to patrolmen.

ARTICLE 25
COMPLAINTS AND GRIEVANCES

(a) Any dispute or grievance which may arise between the parties involving the application, meaning or interpretation of the Agreement shall be settled in the following manner:

Step 1: The aggrieved employee will discuss their concern directly with the Chief of Police, within thirty (30) days after knowledge of or any reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based, with the mutual expectation that most misunderstandings or problems can be solved in this manner.

Step 2: In the event that the aggrieved employee and the Chief of Police cannot resolve their disagreement, the aggrieved employee WITH or WITHOUT an Association representative may take up the grievance or dispute in writing to the Assistant Town Administrator/HR Director within ten (10) working days of their discussion with the Chief of Police. The written grievance must contain the following information:

- a) A concise statement of the "grievance" including the date filed
- b) Evidence (documentary, if available) to support the grievance
- c) A statement of the remedial action or relief sought
- d) A statement of reasons why the aggrieved believes the remedy should be granted
- e) The name or names of the employee(s) aggrieved

Failure to provide the foregoing information shall not render the grievance invalid. The Association shall provide the omitted information upon request. The omission of the information shall not interfere with the timely processing of the grievance.

The Assistant Town Administrator/HR Director shall respond in writing to the aggrieved party within ten (10) working days. In the event the aggrieved employee fails to notify the Assistant Town Administrator/HR Director within twenty (20) working days of the occurrence of the alleged grievance, the matter would be considered resolved.

Step 3. If the grievance still remains unsettled, it shall be presented to a Town of Westwood Grievance Committee consisting of one Select Board Member and the Town Administrator in writing within seven (7) working days after the response of the Assistant Town Administrator/HR Director is due. The Grievance Committee shall conduct a hearing within thirty (30) days of receipt of the grievance allowing all parties to be heard and to call and cross-examine witnesses and shall respond as to the resolution of said grievance in writing within ten (10) working days after the hearing.

Step 4. If the grievance is still unsettled, either party may within fifteen (15) working days after the reply of the Grievance Committee is due, by written notice to the other, request arbitration. In the case of arbitration proceedings, the services of the Massachusetts Board of Conciliation and Arbitration shall be used. The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be shared equally between the parties. The authority of the arbitrator shall be limited to the provisions of this Agreement and to the question or questions which are submitted, provided, however, that the arbitrator shall not have any authority to add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement.

ARTICLE 25A

JUST CAUSE

(a) No disciplinary action shall be made toward any member of the bargaining unit without just cause. No member of the bargaining unit shall be discharged without just cause.

ARTICLE 26

LONGEVITY

(a) The Employer and the Association agree that longevity pay for employee's subject to this Agreement shall be as follows:

After five (5) full-time years of continuous service to the Town, each employee shall be paid an additional one hundred dollars and fifty dollars (\$150.00) annually, and for each year subsequent to such five (5) years, an additional thirty dollars (\$30.00) annually.

Longevity pay shall be paid in one lump sum to each employee entitled thereto during the month of December for the duration of this Agreement.

ARTICLE 27

CAREER INCENTIVE PAY PROGRAM

(a) A Lieutenant that holds a degree from any college or university accredited by one of the seven recognized regionally accrediting bodies shall be paid at a rate as follows: twenty percent over base pay for a Bachelor's Degree and twenty-five percent over base pay for a Master's Degree or above.

(b) In September of each year all lieutenants seeking police career incentive pay shall be required to provide the Chief of Police with the following information: name, present enrollment, degrees presently held, and expected graduation date for the program in which presently enrolled.

(c) The Career Incentive Payment will be divided by twenty (20) and paid in the Lieutenants' bi-weekly pay. This payment shall be considered part of the Lieutenant's base hourly wage.

ARTICLE 28
PRIVATE PAID DETAILS

1. Details shall be paid at the rate of \$65.00 per hour.

2. The following minimum payments shall apply to paid details:

(a) For utility/road work performed for an "outside detail," the minimum detail pay shall be four (4) hours. For such outside details in excess of four (4) hours' duration, the minimum pay shall be eight (8) hours. If the detail requires a Lieutenant to work more than 8 hours and fifteen minutes, the Lieutenant will be paid at time and one-half. An outside detail shall be one where the detail is worked for and paid by an individual, group, corporation, or organization outside of the municipal government structure or educational system, even if funded by the Town.

(b) For town roadwork details, the minimum detail pay shall be four (4) hours, with one (1) hour increments thereafter.

(c) For all town details not involving roadwork or security, such as Westwood Public School groups, and for details for non-profit organizations, the minimum detail pay shall be three (3) hours, with one (1) hour increments thereafter.

(d) For outside details that require a Lieutenant to provide security/crowd control, the minimum detail shall be four (4) hours with one (1) hour increments thereafter.

e) If a detail is canceled within four (4) hours of the start time, the officer shall be paid for four (4) hours

(e) All changes in this section shall be effective on a specific date agreed to by the parties but in no event later than thirty (30) days after mutual ratification of this Agreement.

3. Effective July 1, 2023, there shall be a tiered detail rate for utility/road work performed for an "outside detail" as defined in Section 2. Utility/road details scheduled between 7 pm and 7 am, Monday through Friday shall be paid at one and one half (1.5) times the regular detail rate as defined in Section 1. Utility/road details scheduled on weekends shall be paid at one and one-half (1.5) times the regular detail rate. Utility/road details scheduled on holidays as outlined in the CBA shall be paid at two (2) times the regular detail rate.

4. A record of such assignments will be maintained and may be examined at reasonable times by any employee. The record so maintained for any one year and after its completion need not be preserved longer than three (3) years by the Department.

5. Distribution of paid Private Details will be made on a fair and equitable basis to all employees, consistent with the procedures as established by the Chief of Police.

ARTICLE 29

TEMPORARY SERVICE OUT OF RANK

(a) Employees who are ordered to serve temporarily in a higher rank for a period of a minimum of five (5) working days, shall be compensated for their work at the rate established for the higher rank. For the purposes of this paragraph, a working day or night shall mean an eight (8) hour tour of duty.

ARTICLE 30

LEGISLATION

(a) Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, Town Meeting By-Law, or should any provision of this Agreement be found in violation of any federal or state law, Town Meeting By-Law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected hereby shall remain in full force and effect for the duration of the Agreement.

ARTICLE 31

EFFECT OF AGREEMENT

(a) This instrument constitutes the entire Agreement of the Employer and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

(b) The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent with respect to the future enforcement of all the terms and conditions of this Agreement.

(c) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(d) Where this Agreement requires the appropriation of funds on the part of the Employer to affect the carrying out of any provision hereof, to that extent, this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

ARTICLE 32
NO STRIKES - NO LOCKOUTS

(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 Association agrees that neither it nor any of its officers or agents will call, institute, authorize or participate in, any such strike, work stoppage, slowdown, or withholding of services. The Employer 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 Association 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 Employer, the Association shall take all reasonable means to induce such employees or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work immediately.

ARTICLE 33
LIMITED DUTY

(a) The Westwood Police Department will make limited duty available to all Lieutenants who are injured, whether on duty or off duty and are not totally incapacitated as follows:

1. Lieutenants assigned to limited duty will be allowed to work their own shifts if the assigned duty allows. An officer shall not be moved from shift to shift unless agreed upon by the Chief of Police and the officer.

2. A Lieutenant may be assigned to desk duty in the communication center while on limited duty and will count as part of the established minimum manning for scheduling purposes, provided that the officer is qualified in its operations.

3. Lieutenants assigned to limited duty will perform duties related to police work.

4. Limited duty may be proposed by the officer or by the Town, as follows:

The Lieutenant shall be afforded full opportunity to consult with the physician of the (b)

(b) Town prior to any determination by such physician as to the employee's fitness to resume duty. If the employee's physician and such town physician disagree as to such "fitness", they shall thereupon jointly designate a third physician agreeable to both, who, at the Town's expense, shall examine the employee and render an advisory written opinion as to the employee's fitness to return to duty, copies of which shall be transmitted to both the Town's physician and the employee's physician.

(c) In the event of the inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the

parties hereto, upon which event such third physician, at the Town's expense, shall so examine the employee and render their opinion as aforesaid.

(d) Pending receipt of the third physician's opinion, the Town shall not require the employee to return to duty and shall continue to fully compensate them for lost time incident to any such absence.

(e) The third physician's determination of the Lieutenant's ability or inability to return to work in a limited duty status shall be considered the final decision by both the Town and the employee.

(f) A Lieutenant on injury leave pursuant to M.G.L. c. 41, Section 111F shall not be required to return to limited duty prior to the 46th day after the start of such leave. It is understood that the Town may initiate the process of evaluating a Lieutenant for limited duty prior to that date.

(g) A Lieutenant on limited duty will be allowed time off with pay for medical examinations, treatments, and rehabilitation as needed in connection with their injury.

(h) A Lieutenant on injury leave pursuant to M.G.L. c. 41, Section 111F who is recalled to limited duty shall be offered eight (8) hours of overtime per week in the job function being performed while on limited duty.

ARTICLE 34

SUBSTANCE ABUSE TESTING²

A. Purpose. The Town and the Union recognize that Police Lieutenant is a safety-sensitive position and that the Westwood Police Department must remain drug and alcohol-free in order to accomplish its vital public safety mission. A police Lieutenant impaired by drugs or alcohol creates an unreasonable danger to their fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being, and productivity of the police department and its members. Consequently, the abuse of illegal drugs or alcohol cannot be tolerated.

B. Prohibited Conduct.

1. The following conduct shall constitute an offense under this Article.

- a. The possession, use, transfer, manufacture, or sale of any illegal drug.
- b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
- c. Driving under the influence of alcohol or drugs.
- d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level above 0.02, or impaired by drugs or alcohol.

² An updated Drug and Alcohol Testing policy will be implemented 7/1/2024 to include random drug testing.

- e. Conviction of any drug or alcohol-related offense, except a misdemeanor alcohol-related offense, such as an “open container” violation.
- f. Failing a random drug test.

2. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Chief of Police immediately, irrespective of whether the conduct occurred during working time.

C. Prohibited Drugs.

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor’s prescription or other legal authorization violates this Article and may be illegal. An employee who is taking a controlled substance under a valid prescription should check with their physician to ensure that the medication will not interfere with the employee’s ability to work safely and efficiently. Any questions or doubts should be raised with the Chief of Police. Employees are required to take whatever steps are necessary to allow the Chief of Police to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. Drug and Alcohol Testing.

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

- a. Reasonable Suspicion: When the Town has probable cause to believe that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test. The determination of probable cause must be made by the Chief of Police and approval must be obtained from the Chief of Police or, in their absence, a designated lieutenant, prior to ordering a test.
- b. Post-Incident: Any employee involved in an accident on the job or an incident on the job involving an unsafe practice or violation of a safety rule, standard, or policy, may be directed by the Town to submit to a drug

and/or alcohol test, where there is probable cause to believe that alcohol or drugs were involved. In cases where the determination is made by a Lieutenant, the Lieutenant will obtain approval from the Chief of Police or, in their absence, a designated lieutenant, prior to ordering a test.

- c. Follow-up Testing: An employee who has violated the drug and alcohol policy, may be required to submit to follow-up testing as a condition of their continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. The length of this period shall be determined by the substance abuse professional (“SAP”) as discussed below. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.
- d. Special Assignments: An employee assigned to duties involving narcotics investigation on a regular basis will be required to submit to unannounced testing for drugs. Such employee shall be notified of this requirement and sign documentation indicating that they are voluntarily agreeing to this requirement as a condition of such assignment. An employee’s refusal to accept such a condition shall permit the employer to reassign the employee but shall result in no other adverse action to the employee.
- e. Failure to Submit to Testing: A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as Prohibited Conduct.

2. Alcohol Testing Procedures: The Town will direct the employee to report to the testing site for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. The employee’s blood alcohol level shall be reported to the Chief of Police immediately.

3. Drug Testing Procedures:

- a. Collection: An employee subject to drug testing will be directed in writing to report at a specified time to the testing site. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee’s presence, to avoid contamination, tampering, or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other probable cause to believe

that the test will result in a false positive, the employee must inform the testing laboratory before taking the test. All testing shall be done by laboratories certified under the Department of Health and Human Services (HHS) Mandatory guidelines for federal workplace drug testing programs and shall comply with such guidelines.

- b. Processing: Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by Gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the certified testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.
- c. Reporting of Results: The results of a drug or alcohol test will be reported verbally and in writing to the Chief of Police or the person they designate to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the test will be maintained in the strictest confidence by the Town and will not be disseminated except on a “need to know” basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results (“Medical Review Officer”) will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from their health care providers. If the Medical Review Officer determines that the employee’s explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as “negative”. The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee’s cooperation in order to make this determination, the positive result will be reported to the employer.

- d. The Testing Laboratory: The testing laboratory shall be selected by the Town from among laboratories that are certified by the Federal Government's Department of Health and Human Services.

E. Searches. The Town has the right to search for alcohol or drugs on Town-owned or controlled premises, including in desks, toolboxes, Town vehicles, lockers, or in other Town-owned or controlled containers on the premises that may conceal substances prohibited by this policy.

F. Enforcement.

1. Any employee who violates this Article will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town may take disciplinary action but the employee may not be discharged. In order to qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:

- a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town. The SAP must be a recognized professional with expertise in this area.
- b. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
- c. The recommended treatment plan will be set forth in writing and shall include a set period of follow-up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
- d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical

Leave Policy, except where the leave runs concurrently with a disciplinary suspension.

- e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.

G. Employee Assistance Program. Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program (“EAP”). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee’s participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant’s written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments). Employees who voluntarily request help through the EAP shall not be disciplined or otherwise subjected to adverse consequences for seeking such help.

H. Disputes. All disputes concerning the application, meaning, or interpretation of this Article shall be subject to the contractual grievance arbitration mechanisms of the collective bargaining agreement.

ARTICLE 35

BODY CAMERAS WORKING GROUP

(a) The Town and Union agree to form a working group to study the feasibility of body cameras, cruisers being equipped with dashboard cameras, and other similar forms of technology.

(b) During the term of the Contract, in the event that the Town seeks to introduce body-worn cameras, dashboard cameras, or other similar forms of technology, to the extent required by M.G.L. c. 150E, the parties will bargain about all mandatory subjects pertaining to officers being required to wear body-worn cameras, cruisers being equipped with dashboard cameras, and other similar forms of technology. In the event that the parties do not reach agreement, either party may invoke the jurisdiction of the joint labor-management committee, which shall have the authority to utilize all dispute resolution mechanisms pursuant to Chapter 1078 of the Acts of 1973, as amended.


ARTICLE 36

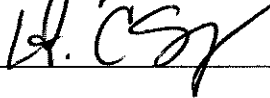
DURATION OF AGREEMENT

(a) This Agreement shall continue in force and effect from July 1, 2023, through June 30, 2026. All other terms and conditions of this Agreement, however, shall continue in full force and effect pending negotiations of such succeeding agreement. Should either or both parties desire to negotiate a new collective bargaining agreement for the succeeding year, such party or parties shall, not later than December 30, 2025, give notice in writing to the other party.

(b) Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to the settlement of a new contract. Nothing in this Article shall preclude either the Employer or the Association from modifying any proposals made during the course of the negotiations.


WESTWOOD POLICE SUPERIOR
OFFICERS ASSOCIATION




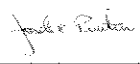


Date: 6/26/23

TOWN OF WESTWOOD







Date: June 21, 2023

SANDULLI GRACE, PC

44 SCHOOL STREET
SUITE 1100

BOSTON, MASSACHUSETTS 02108

Tel (617) 523-2500

Fax (617) 523-2527

www.sandulligrace.com

jbecker@sandulligrace.com

JOSEPH G. SANDULLI
KENNETH A. GRACE
ALAN H. SHAPIRO
SUSAN F. HORWITZ
AMY LAURA DAVIDSON
JOHN M. BECKER
LEIGH A. PANETTIERE
BRYAN C. DECKER

JENNIFER E. RUBIN*
JUN X. LIM
JENNIFER N. SMITH
JAMIE GOODWIN

OF COUNSEL
JAMES T. SWEENEY

*Also admitted in CA & DC

May 2, 2013

George Daher
65 Clearwater Drive
Westwood, MA 02090

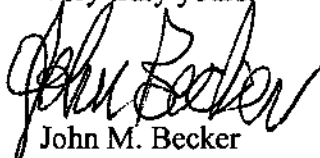
Re: Westwood Police Association
FMLA Settlement

Dear George:

I've enclosed two copies of the final agreement regarding the FMLA grievance. Could you sign both originals and send them back in the enclosed envelope? I will then get the Town's signature (unless you can get it directly) and send a copy of the signed agreement back to you.

Thanks to you, Kathryn and Stephen for making sure this was done correctly. I hope this means that the Town will act fairly in the future with regard to the FMLA.

Very truly yours,



John M. Becker

Encl./SASE

cc: Robert Anderson, MCOP Area Vice President
Kathryn McCarron
Stephen Conley



SIDE LETTER OF AGREEMENT

Re: Westwood Police Association and Town of Westwood
AAA No. 11 390 0047212

On November 1, 2012, the Town of Westwood (Town) and the Westwood Police Association, Massachusetts Coalition of Police, Local 174 (Union), with their respective counsel, met to discuss the pending arbitration in the above captioned matter. As a result of these discussions, the parties agree to the following terms:

1. The Town will make good faith efforts to identify any employee who qualifies for leave under the Family and Medical Leave Act (FMLA) for his or her own illness or injury and notify that employee that the Town intends to designate the employee's illness or injury leave as FMLA leave, whether or not the employee has requested such designation. The Town will make good faith efforts to consistently apply the FMLA to all employees who are similarly situated, including all employees who are injured in the line of duty and receiving benefits pursuant to M.G.L. c. 41, §§ 100 and 111F. Employees who are out of work on injury leave due to an on-duty injury (IOD) shall be presumptively designated as being on FMLA leave, whether or not they have requested such leave. Such leave will run concurrently with applicable paid leave, including benefits under Sections 100 and 111F. Note: The Town will not designate any leave for an employee's own illness or injury as FMLA leave, if the employee has not worked 1250 hours in the preceding twelve month period.

2. The following sentence will be added to the current letter provided by the Town's Human Resources Director to police officers who are injured in the line of duty, at the end of the first paragraph:

“Even though you have not asked to use your FMLA benefit, the Town will designate your injury leave as FMLA leave if you meet the requirements of the law.”

3. The parties agree that, in the event that an employee's FMLA leave benefit is exhausted because the Town designated the employee's IOD leave as FMLA leave, and the employee needs additional leave for an FMLA-qualifying reason within the same 12-month period, the Town will make good faith efforts to provide the employee with additional unpaid leave up to a maximum of 12 weeks. The employee will be required to provide the Town with sufficient medical documentation as determined by the Human Resources Director of an FMLA qualifying condition. The medical documentation sought will be consistent with that required for FMLA leave. The parties agree that an additional unpaid leave for an FMLA qualifying condition constitutes a reasonable accommodation subject to the Town Administrator's approval, in consultation with the Department Head. The Town will make good faith efforts to consistently apply the provisions of this paragraph to all employees who are similarly situated.

4. The Town has furnished to the Union copies of the FMLA policy and the Town's personnel policy is available on the website.

epd
May

5. The Union agrees to withdraw the above-captioned matter with prejudice on or before ~~March~~ *May* 15, 2013.

6. This Side Letter of Agreement shall be enforceable through Article XXXV, Complaints and Grievances in the parties' collective bargaining agreement only through Step 2. The Union may only arbitrate whether the Town designated FMLA-111F leave or administered the additional unpaid leave provisions in paragraph 3, above, in a manner that violates the contract's non-discrimination provision.

For the Town,

For the Union,

[Signature]

Date *5/6/13*

[Signature]

Date *5/6/13*