



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF WESTWOOD

AND

WESTWOOD POLICE ASSOCIATION, MASSACHUSETTS COALITION OF POLICE, AFL-CIO, LOCAL 174

July 1, 2023, through June 30, 2026

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<u>AGREEMENT</u>

AGREEMENT entered into this <u>14 day of August</u>, <u>2023</u> between the TOWN OF WESTWOOD in the County of Norfolk and Commonwealth of Massachusetts (the "Town"), and the WESTWOOD POLICE ASSOCIATION, MASSACHUSETTS COALITION OF POLICE, AFL CIO, LOCAL 174 (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 Town recognizes the Association as the exclusive representative of all permanent Police Officers in the Town's employ except the Chief of Police and the Lieutenants of Police, Communications Manager, Office Manager, Administrative Assistant, Public Safety Telecommunicators, Traffic Supervisors, Animal Control Officers, part-time, managerial, and confidential employees for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment subject to negotiations under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.
- (b) The Town 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 Town and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.

MEMBERSHIP IN THE ASSOCIATION

- (a) Neither the Town 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 interests 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 this Agreement officials and employees are governed by the provisions 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.

ARTICLE 3A

REVOCATION OF TOWN'S ACCEPTANCE OF CIVIL SERVICE

- (a) <u>Revocation</u>. The parties acknowledge that the Town Meeting voted to allow the Town to revoke its acceptance of the Civil Service statutes, effective July 1, 2013, and that the parties have negotiated the impact of such revocation on terms and conditions of employment.
- (b) <u>Effect of Revocation</u>. 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.

(c) Seniority.

- i. 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.
- ii. 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.

(d) <u>Layoff and Recall.</u>

- i. 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.
- ii. 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

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

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.

- iii. If laid-off, 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 mailing of the recall notice of his or her 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.
- iv. 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 Police Chief. 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.
- v. 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 Townsponsored 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.

(e) <u>Discipline</u>.

- 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.
- ii. 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 3B

PROMOTION POLICY²

(a) Background

- i. This policy applies to promotions for sworn personnel only.
- ii. Our Department's commitment to developing employees to take on increasing levels of authority, responsibility and leadership is embodied in promotions. Eligible candidates have an opportunity to apply and participate in the promotion process as set forth in this policy.
- performance in the promotion process, not on favoritism or other extraneous factors. A promotion is an investment in the future, not only for the Department, but also for the employees who will be supervised and guided by the promoted member.

Massachusetts Police Accreditation Standards Referenced: 34.1.1; 34.1.2; 34.1.3; 34.1.5; 34.1.6; 34.1.7

(b) Policy

- It is the policy of this Department for the Appointing Authority to make promotions based upon an employee's training, experience and merit. The Town Administrator is the Appointing Authority.
- ii. No employees will be denied a promotional opportunity based upon any discriminatory criteria, including, but not limited to, their 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 federally protected categories.
- (c) <u>Procedures</u>. Promotions of sworn personnel to the rank of Police Sergeant or Police Lieutenant are processed under the direction of the Chief of Police. Their duties shall include: [34.1.1] [34.1.2]
 - i. Posting written announcements of any scheduled promotional opportunities;[34.1.5]
 - ii. Coordinating with any companies or consultants contracted to participate in the promotion process;
 - iii. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location; and
 - iv. Maintaining copies of active promotion lists.
 - v. Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Police Chief. [34.1.3(h)]
 - vi. Promotional materials shall be retained for the officer's duration of employment.

 These include:

- a. Interview questions and score sheets; and
- b. Assessment Center questions, exercises, evaluations and other related materials.
- (d) <u>Notice of Promotional Exam [34.1.5].</u> The Police Chief or their designee shall advise all affected personnel of an upcoming promotional exam no less than 90 days in advance of the test date by:
 - i. Immediately posting the notice in a prominent place; and
 - ii. Forwarding the notice to supervisors to be read at roll call
 - iii. Employees out sick or injured, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice, shall be mailed a copy of the examination notice.
 - iv. A reading list of text books will be maintained and available to all personnel. The reading list will not be changed fewer than 90 days prior to an exam. Questions on case law and statute law will not take into account any changes occurring fewer than 90 days prior to the exam.

(e) Eligibility [34.1.3(a)] [34.1.6(c)] [34.1.3(q)].

- i. To be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of this Department with a minimum of three years after a probationary period of completed service as a full-time Patrol Officer or Detective.
- ii. To be eligible for promotion to the rank of Lieutenant, the candidate must be a permanent member of this Department with a minimum of two years after a probationary period of service as a Sergeant.
- iii. A bachelor's degree will be required for promotions.
- (f) Promotional Examination for the Rank of Sergeant

- i. An exam for Police Sergeant will be given every two years if five (5) patrol officers sign up to take the scheduled exam. The exam will be considered valid if three (3) patrol officers pass the exam with a score of seventy-five (75) or higher.
- ii. In the event that fewer than three (3) patrol officers achieve a score of seventy-five (75) or higher, the passing grade of the exam shall be lowered to seventy (70) or higher. In the event that fewer than three (3) patrol officers pass the exam, after lowering the passing grade of the exam to seventy (70), another exam will be given within one (1) year of the previous exam date.
- iii. If another exam is held because fewer than three (3) patrol officers achieved a passing grade of seventy (70) or above, those patrol officers who passed the original exam with a score of seventy-five (75) or higher shall have the option of "holding" their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Patrol officers who choose to "hold" their grade shall make this known to the Chief of Police by way of a written notice at least 14 days prior to the date of the new exam.
- iv. The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their exam scores may be considered as one of the factors in promotion.

The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their exam scores may be considered as one of the factors in promotion.

(g) <u>Promotional Examination for the Rank of Lieutenant</u>

- i. A promotional exam for the rank of Lieutenant will be given every two years if three (3) sergeants sign up to take the scheduled exam. The exam will be considered valid if two (2) sergeants pass the exam with a score of seventy-five (75) or higher.
- ii. In the event that fewer than two (2) sergeants achieve a score of seventy-five (75) or higher, the passing grade of the exam shall be lowered to seventy (70) or higher. In the event that fewer than two (2) sergeants pass the exam, after lowering the passing grade to seventy (70), another exam will be given within one (1) year of the previous exam date.

- iii. If another exam is held because fewer than two (2) sergeants achieved a grade of seventy (70) or above, any sergeant who passed the original exam with a score of seventy-five (75) or higher shall have the option of "holding" their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Sergeants who choose to "hold" their grades shall make this known to the Chief of Police by way of a written notice at least 14 days prior to the date of the new exam.
- iv. The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their exam scores shall be considered as provided herein.
- (h) <u>Promotional Examination for the Rank of Deputy Chief.</u> The Town agrees not to fill the Deputy Chief position without the agreement of the Association on the process to be used in filling the position.
- (i) <u>Appeals Process [34.1.3(e)].</u> A candidate may appeal an exam question in writing to the Chief of Police within five (5) business days of the exam. The employee shall be advised of the results of the appeal, in writing, within ten (10) business days of the receipt of the appeal.
- (j) <u>Assessment Centers [34.1.3(c)].</u> Assessment Centers will be used as part of the promotional process to rank each candidate. All candidates shall undergo a testing/examination process which shall be developed by a reputable testing organization with recognized experience in developing, implementing, and scoring promotional examinations for police officers in New England.
- (k) <u>Candidate Interviews [34.1.3(d)].</u> A subcommittee approved by the Chief of Police will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board (subcommittee) will rate responses.
- (l) <u>Candidate Selection [34.1.6(e)].</u> The Chief of Police shall make a recommendation for promotion from the list of eligible candidates. Their recommendation shall be in writing with respect to all candidates to the Town Administrator, and each candidate will be shown their recommendation and have the opportunity to respond in writing to the Town Administrator. The Police Chief's recommendation will be based on the following criteria:

- i. Job-related experience;
- ii. Performance evaluation in their present position (including contributions to the Department);
- iii. Supervisory evaluation of the employee's promotion potential;
- iv. Score on promotional exam;
- v. Sick leave record;
- vi. Formal education;
- vii. Training and education through career development
- viii. Disciplinary record of the employee;
 - ix. Attitude toward the Department and police work; and
 - x. Work ethic and initiative.
- (j) <u>Final Selection</u>. The Town Administrator shall determine the final selection of a candidate for promotion as presented by the Chief of Police. The appointment is not grievable, but the procedures in this policy are subject to the contractual grievance procedure. There will be a provisional period of six (6) months for all new promotional appointments. [34.1.7]

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 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.

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 Town in accordance with applicable laws, rules and regulations.

ARTICLE 6

ASSOCIATION RESPONSIBILITY

(a) The Association shall have the right and obligation to represent the patrol officers and sergeants of the Police Department as hereinbefore defined in Article 1, Recognition, Subsection (a), to engage in collective negotiations with the Town, with the object of reaching an agreement applicable to the employees of such department.

ARTICLE 7

HOURS OF WORK AND OVERTIME

- (a) The Police Officers' work period shall consist of four consecutive duty days followed by two off duty days. A normal work day is eight hours. The average work week, computed as commencing Sunday and ending Saturday, is approximately 37 ½ hours over a sixweek cycle period. The computation of overtime shall be based on 37 ½ hours.
- (b) Officers assigned to an Administrative Schedule that are entitled to Adjustment Days (aka 4&2 days) shall be required to use their days within the fiscal year in which they are earned with the exception that one (1) Adjustment Day may be carried into the following fiscal

year. If officers are out on extended leave (i.e. FMLA, IOD, Extended sick), the compensatory days may be carried forward and used in the next fiscal year. These days must be used and shall not be eligible for payment upon retirement or separation.

- (c) For the period of this Agreement, Police Officers shall be compensated at time and one half for hours of work performed over normal work week (computed from Sunday to Saturday); work performed under this Agreement, shall include hours not actually worked but compensated for under the provisions of this Agreement regarding Work Week, Holidays, Vacations and Sick Leave.
- (d) Distribution of overtime and private paid details will be made on a fair and equitable basis to all employees. Regular permanent full-time Police Officers will be given preference in such assignment.
- (e) The maximum average hours worked on such overtime and private paid details per calendar week over the course of one year shall not exceed twenty (20) and shall not exceed twenty-five (25) hours in any single week. The Chief of Police may in the case of emergency situations choose to assign overtime work beyond these specified maxima.
- (f) These maxima are not intended to imply guarantees of overtime or of the number of hours to be worked on overtime or private details.
- (g) A record of such assignments will be maintained and may be examined at reasonable times by any member of the bargaining unit.
- (h) 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, or if an employee is so recalled on a scheduled day off or during their vacation, the employee shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay, provided that the callback is forty five (45) minutes or more in length; callbacks of less than forty-five (45) minutes shall be paid a two hour minimum. It is understood that the four (4) hour or two (2) 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.

(i) To allow the incoming shift to get through roll call while the outgoing shift is still on duty, the incoming shift will report for duty 10 minutes early. In exchange, the Town provided a 2.5% increase in base pay to the salary table, effective on the date they begin working the extra 10 minutes. The 10-minute requirement will not negatively impact an officer's ability to work private details.

ARTICLE 8 HOLIDAYS

(a) The following holidays shall be recognized by the Town:

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) Holiday pay shall be computed based on 37 ½ hours in a work week.
- (c) Effective July 1, 2012, an employee shall receive an additional one fourth (¼) 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 9 <u>VACATIONS</u>

(a) <u>Coverage</u>

- i. 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.
- ii. 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.
- iii. 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 of vacation with pay.
- iv. An employee who reaches his/her 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.
- v. In the hiring process, exceptions which accelerate the entitlement to vacation leave may be granted with the advanced approval of the Assistant Town Administrator/Director of Human Resources
- (b) <u>Termination</u> Whenever employment 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 time of separation from the payroll.

- (c) <u>Death</u> 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.
- (d) <u>Other Uses of Vacation</u> At the discretion of the Police Chief, sick leave used in excess of that authorized may be charged to vacation leave.
- (e) <u>Additional Vacation Day</u> 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.
- (f) 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 the 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 Police Chief. 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

ROTATION OF DAYS OFF

(a) A system of rotating days off shall be established for the majority of the Department. However, it shall be solely within the discretion of the Police Chief and shall in no way impair their authority in making assignments in conformity with their power as enumerated under Section 97(a) of Chapter 41 of the General Laws.

SICK LEAVE

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

(b) Use of Sick Leave

- i. 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 recoverable by insurance" does not apply where the workers' compensation law 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.
- ii. An employee may use up to five (5) days of accrued sick leave each year as "Family Sick Leave" to care for an immediate relative (i.e., spouse, child or parent). Family Sick Leave shall not be exempt from the notification requirement set forth in Section 7, and/or the certification requirement set forth in Sections 8, below.
- (c) <u>Accrual of Sick Leave</u> An employee shall be credited annually with the unused portion of leave granted under this section up to a maximum of 180 days.
- (d) <u>Extension of Sick Leave</u> 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.
- (e) <u>Notification</u> 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.

- (f) <u>Certification of Illness</u> After three days' absence or after a series of repeated absences during the years of employment, the Police Chief or their designee may request a physician's statement which certifies the employee's inability to perform normal work duties. Officers who are out for their regularly scheduled shift shall not be eligible to work overtime or paid details for the eight (8) hours immediately following said shift. When an employee has used six (6) days in a fiscal year, the Police Chief or their designee may require the employee to provide medical verification for any additional sick days taken during that fiscal year, provided that the Police Chief or their designee has an articulable reason to suspect abuse.
- (g) Personal Days 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. 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.
- (h) Mental Health Leave 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.

(i) Sick Bank

i. 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.

- ii. 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.
- 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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 <u>not</u> 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 12

BEREAVEMENT LEAVE

(a) Emergency leave of up to three (3) days may be granted by the Town Administrator for a death in the employee's immediate family. Immediate family shall include: wife, husband, mother, father, child, brother, sister, grandchildren, grandparents, step-mother, step-father, mother-in-law, or father-in-law. Compensation shall be limited only to the time lost from the employee's normal work schedule.

ARTICLE 13

MILITARY LEAVE

- (b) Prior to taking a 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.
- (c) 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.

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

ARTICLE 14

OTHER LEAVES OF ABSENCE

- (a) <u>Jury Leave</u> 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 the employee shall be certified by the Town Accountant upon presentation of proper evidence for monies received for jury duty.
- (b) <u>Leaves of Absence (Unpaid)</u> Leaves of Absence other than those covered under this section shall be granted as follows:
 - i. 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.
 - ii. 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.
 - iii. Employees on leaves of absence shall not be entitled to benefits granted under this policy, such as, holiday, vacation, sick, or bereavement.
 - iv. Leaves of absence of over three (3) months will result in loss of longevity rights for the entire leave.

v. An employee who, following the execution of this Agreement, is placed on injury leave pursuant to Chapter 41, Section 111F, shall continue to accrue sick time up to the maximum established in this Agreement. 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. 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.

(c) Association Business Leave

- i. Employees who are members of the Association's Collective Bargaining Committee shall be allowed time off without pay to participate in the Association's negotiations or conferences with the Town.
- ii. Approval for time off to negotiate shall not be unreasonably withheld by the Police Chief or their designee. Five (5) days prior notice of intent to participate in such meeting shall be given to the Chief of Police or their designee. Such meetings shall be scheduled at reasonable hours.
- iii. Up to two (2) delegates chosen to attend the Massachusetts Police Association Convention shall each be allowed one (1) day off with pay, provided such day falls on a scheduled workday.

ARTICLE 15

SPECIAL LEAVE

(a) An employee may be granted special leave with pay for a tour of duty on which they are able to secure another employee to work in their place; said special leave to be used for an unusual occurrence or for some purpose not in the normal course of events. This leave may be allowed provided:

- i. that the employee reduces their request to writing and that such request be submitted to the Police Chief or their designee twenty-four (24) hours prior to the shift being swapped except in case of emergency;
- ii. that the refusal of permission shall be subject to the grievance and arbitration procedure only as to the question of whether the refusal was arbitrary and capricious;
- iii. that the substitution does not impose any additional cost on the Town;
- iv. that the substitution is within rank only;
- v. that neither the Town nor the Police Chief is held responsible for enforcing any agreement between the employees;
- vi. that the substitution does not result in an employee working in excess of seventeen (17) hours in one (1) day or consecutively;
- vii. that the substitution and repayment occurs within a four (4) week period;
- viii. that no employee shall be eligible to request more than four (4) substitutions within a calendar month. These are not cumulative.
- ix. that an employee who fails to work a shift under this special leave policy shall be considered absent as if they had originally been assigned to work that shift.

ARTICLE 16 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 the 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 or criminal cases in which the Employee is involved which are unrelated to their official duties.

ARTICLE 17 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 and one half the cost of the health insurance coverage for such employees. It is understood that the Town shall be obligated to provide Blue Cross Blue Shield group health insurance coverage only so long as Blue Cross Blue Shield offers said coverage to the Town of Westwood. In the event that Blue Cross Blue Shield declines to offer said coverage, the parties shall meet to discuss the provision of alternative group health insurance coverage.
- (b) Employees have the option of obtaining health care services from a health maintenance organization pursuant to Chapter 32B, Section 16 of the General Laws. Employees who select coverage by an HMO shall contribute forty percent (40%) of the premium for such coverage.

ARTICLE 18

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.

SHIFT SELECTION

- (a) Whenever a vacancy exists on a shift, 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 have reason 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 25.
- (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. The initial seniority date of all bargaining unit members hired before July 1, 2017 will remain as is. The seniority date of any bargaining unit member hired by the Town on or after July 1, 2017 will be the date the individual is sworn in as a Westwood police officer after the individual has met any requirements under M.G.L.c 41, section 96B. If two or more members have the same seniority date, their seniority shall be determined by a tie-breaking procedure established in advance by the Police Department. Seniority for the rank of Sergeant 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 appointment.
- (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 foregoing preference in filling vacancies shall not apply to promotions, temporary vacancies or to those positions within the Department which require special training and/or skills.
- (e) In addition to Section (a), all shifts under this Article shall be re-bid on an annual basis under the same conditions as Section (a).
- (f) The Town may utilize assessment center testing to establish eligibility lists for promotions to Sergeant and Lieutenant, provided that the assessment centers used are bona fide and non-prejudicial.

CLASSIFICATION PAY AND PAY RATES

- (a) Effective July 1, 2023, Service Steps will receive a two-and-one-half percent (2.5%) base wage increase. Effective July 1, 2023, "Regular" Steps will receive a one-and-one-quarter percent (1.25%) base wage increase. Effective July 1, 2023, all sergeants will be eligible for the new career incentive language It is understood that all sergeants receiving the additional career incentive in FY24 shall not be eligible for a step increase that year.
- (b) Effective July 1, 2024, Service Steps will receive a two-and-one-half percent (2.5%) base wage increase. Effective July 1, 2024, "Regular" Steps will receive a one-and-one-quarter percent (1.25%) base wage increase. Effective July 1, 2024, all patrol officers will be eligible for the new career incentive language. It is understood that all patrol officers receiving the additional career incentive in FY25 shall not be eligible for a step increase that year.
- (c) Effective July 1, 2025, a new wage table shall be implemented (appendix B). Effective June 30, 2025, at 11:59:59 PM, step 1 will be eliminated from the wage table leaving 8 steps. It is understood that this will have no financial impact on any current employees at step 1 on June 30, 2025. On July 1, 2026, all employees who were previously at step 1 will move to step 2.

UNIFORMS AND EQUIPMENT

- (a) Effective July 1, 2013, the Town shall provide each regular Employee with a clothing allowance of \$850.00, but each Employee is responsible for their own cleaning of clothing. The Town shall provide each new permanent Employee with an allowance of \$1200.00 to cover clothing and special gear for Police Academy Training and clothing for service in the Department. If a new permanent Employee graduates from the Police Academy on or before December 31, such Employee shall be eligible for any clothing allowance effective July 1 of the following calendar year. If a new permanent Employee graduates from the Police Academy after December 31, such employee shall not be eligible for any clothing allowance effective July 1 of the following calendar year.
- (b) The Town shall provide each Employee with baton, handcuffs, holsters, hat badges, breast badges, gun and firearms, patches, chevrons, and other equipment as determined by the Chief of Police.
- (c) The Town will endeavor to provide Employees with a locker. All uniforms and equipment issued shall remain the property of the Town and the Employees shall keep the same in good condition and repair.
- (d) 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 Police Chief or their designee for approval. Payment will be made only upon approval.
- (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.
- (f) The Town shall provide new bullet proof vests and replace such vests as required. The parties agree that wearing bullet proof vests is mandatory for collective bargaining unit members. Further terms will be worked out with the Chief of Police.

NIGHT DIFFERENTIAL

(a) Six percent (6%) of base pay shall be added to the salary of those officers who regularly work shifts 1 and 3. Night differential shall not be used in the computation of overtime, sick leave (except where an employee on sick leave for five or more consecutive shifts submits documentation from a physician including diagnosis, prognosis and date of anticipated return to work), paid leaves of absence and Association business leave.

ARTICLE 23

POSTING OF NOTICES

(a) A bulletin board shall be provided by the Town and placed in a conspicuous position near the location where the Employees enter or leave premises. This bulletin board shall be used for posting of official Association business and for the publication of information pertaining to the members of the Association. No denunciatory or inflammatory material shall be posted on such bulletin board. Prior approval for posting official Association notices need not be secured from the Chief of Police.

ARTICLE 24

COMPLAINTS AND GRIEVANCES

- (a) Any Grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:
- Step 1: The aggrieved employee with or without an Association representative, will discuss their concern directly with the Chief of Police, within thirty (30) calendar days after knowledge of or any reason to know of the occurrence or failure of occurrence of the incident upon which the concern 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 Police Chief 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 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 employees 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 within ten (10) working days of receipt of the written grievance. In the event the aggrieved employee fails to notify the Assistant Town Administrator/Human Resources Director within ten (10) working days of their conversation with the Police Chief, the matter would be considered resolved.

Step 3: If the grievance still remains unsettled, it shall be presented in writing within seven (7) working days after the Assistant Town Administrator/HR Director's response is due. The Town's Grievance Committee shall be comprised of one (1) member of the Board of Selectmen and the Town Administrator. 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 in writing within ten (10) working days of the close of 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 American Arbitration Association shall be used. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. 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.

- (b) In the event the Town submits a grievance it shall be discussed between the Representative of the Association and the Town Grievance Committee or its duly authorized representative. If not resolved, it may be submitted forthwith by either party to arbitration.
- (c) No reprisals of any kind shall be made by the Town against any party in interest or any participant in the grievance procedure by reason of such participation.

ARTICLE 24A

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 25

LONGEVITY

- (a) The Town and the Association agree that longevity pay for Police Department Employees subject to this Agreement shall be as follows:
 - i. After five (5) full-time years of continuous service to the Town, each Employee shall be paid an additional One Hundred Fifty Dollars (\$150.00) per annum; and for each year subsequent to such five (5) years, achieved as of December 1, Thirty Dollars (\$30.00) per annum.
 - ii. Longevity pay shall be paid in one lump sum to each Employee entitled thereto on the first pay period in December for the duration of this Agreement.

CAREER INCENTIVE PAY PROGRAM

- (a) An officer that holds a degree from any college or university accredited by one of the accrediting organizations recognized by the U.S. Department of Education (USDE) shall be paid at a rate as follows: ten percent for an Associate's Degree, twenty percent over base pay for a Bachelor's Degree and twenty-five percent over base pay for a Master's Degree of above.
- (b) In September of each year all officers 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 program in which presently enrolled.
- (c) The Career Incentive Payment will be divided by twenty (26) and paid in the officers bi-weekly pay. This payment shall be considered part of the officer's base hourly wage.
- (d) Should the Commonwealth reestablish legislations equivalent to the "Quinn Bill," the parties agree that officers shall continue to be paid per Section 1 of this article. The parties agree that officers hired after the Commonwealth enacts such legislation shall be subject to the degree requirements set forth in said legislation.

ARTICLE 27

PAYROLL DEDUCTION AND AGENCY FEE

- (a) Subject to the applicable law as set forth in M.G.L. Chapter 180, Section 17A, the Town shall deduct from earned wages periodic Association membership dues required as a condition of acquiring or retaining membership in the Association of those Employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof and marked APPENDIX A. The Town will remit all sums deducted under such deduction authorization to the Treasurer of the Association together with a list of the Employees from whom such dues have been deducted.
- (b) The Association 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 the purpose of complying with this Article, or in reliance on any assignment furnished the Town.

- (c) The Association shall provide the Treasurer of the Town of Westwood with a bond as may be required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.
- (d) It is understood that it is the responsibility of the Association to provide the authorization forms and to have them executed by Employees.

ARTICLE 27A

BI-WEEKLY PAYROLL

(a) The parties agree that the Town may institute a bi-weekly payroll for all members of the bargaining unit.

ARTICLE 28

PRIVATE PAID DETAILS

- (a) Details shall be paid at one and one-half the base hourly rate of the Step 1 Sergeant on the compensation plan rounded up to the nearest whole dollar. Effective July 1, 2025, details shall be paid at one and one-half the base hourly rate of the top step Patrol Officer rounded up to the nearest whole dollar.
 - (b) The following minimum payments shall apply to paid details:
 - i. 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 an officer to work more than eight (8) hours and fifteen (15) minutes, the officer will be paid at time and one-half times the regular detail rate. 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.

- ii. For town roadwork details, the minimum detail pay shall be four (4) hours, with one (1) hour increments thereafter.
- iii. 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.
- iv. For outside details that require an officer to provide security/crowd control, the minimum detail shall be four (4) hours with one (1) hour increments thereafter.
- v. If a detail is canceled within four (4) hours of the start time, the officer shall be paid four (4) hours.
- vi. All changes in this section shall be effective on a specific date agreed by the parties, but in no event later than thirty (30) days after mutual ratification of this Agreement.
- (c) 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 one and one half (1.5) times the regular detail rate.
- (d) A record of such assignments will be maintained and may be examined at reasonable times by any employee. The record will be so maintained for any one year and after its completion need not be preserved longer than three (3) years by the Department.

TEMPORARY SERVICE OUT OF RANK

(a) If an employee serves temporarily in a higher rank for a period of a working day or night tour of duty, such employee shall be compensated for such work at the rate established for the higher rank for the actual number of hours worked.

TRAINING

(a) Each employee will be provided with forty (40) hours of in-service training of a nature approved by the Massachusetts Criminal Justice Training Council per year. There shall be no additional compensation paid to any employee engaged in such training regardless of the number of hours spent in such training or in travel. A mileage allowance at the rate established by Town policy for use of a personal automobile will be paid from the Westwood Police station to the training location, or a Town vehicle will be provided at the Police Chief's option.

ARTICLE 31

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 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 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 Town, the Association shall take any reasonable means to induce any employees or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work immediately.

ARTICLE 32

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 to be in violation of any federal or state law or Town Meeting By-Law by a court of competent jurisdiction, such other provisions of this Agreement as may be

affected hereby shall remain in full force and effect for the duration of this Agreement, and the parties shall negotiate immediately for a satisfactory replacement.

ARTICLE 33

EFFECT OF AGREEMENT

- (a) This instrument constitutes the entire Agreement of the Town and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall have been 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 Town to effect 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 33A

PUBLIC SAFETY TELECOMMUNICATORS

- (a) The parties understand that the Town has the right to employ such Public Safety Telecommunicators as it deems necessary.
- (b) The Public Safety Telecommunicators shall perform such duties as were formerly performed by the police officers who were performing the dispatch function, except that the Public Safety Telecommunicators shall not exercise any powers which are exclusively performed by sworn police officers.

- (c) In the event of a vacancy in a position regularly covered by a Public Safety Telecommunicator, the Town may fill the vacancy with either another Public Safety Telecommunicatoror a qualified police officer.
- (d) Private paid detail opportunities shall first be offered to regular police officers before being offered to communications officers.
- (e) It is understood that only those regular police officers who have qualified and remained qualified in the operation of the communications center shall be assigned to perform that function. Training will be made available to any officer who so desires.

ARTICLE 33B

PERFORMANCE EVALUATIONS

- (a) Employees shall receive a performance evaluation as of their anniversary dates in their current positions. The initial evaluation period shall commence January 1, 2002, with evaluations to be conducted after July 1, 2002 on the employee's anniversary date and annually thereafter as of anniversary date. The evaluation shall be in the forms attached hereto as EXHIBITS A and B and shall be implemented in accordance with the Policy & Procedures for Performance Evaluations (Accreditation Standards 35.1.1 35.1.14).
- (b) Neither an Employee nor the Association may grieve the substance of a performance evaluation.
- (c) Evaluations will be used to enhance employee performance and job satisfaction. Evaluations will not be used for disciplinary purposes, as a defense to disciplinary actions or as a basis for wage increases.
- (d) Evaluations will be maintained with bargaining unit personnel records at the Police Station and access thereto shall be in accordance with all applicable laws governing employee privacy and confidentiality.

ARTICLE 33C LIMITED DUTY

- (a) The Westwood Police Department will make limited duty available to all officers who are injured, whether on duty or off duty, and are not totally incapacitated as follows:
 - i. Officers 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.
 - ii. An officer 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.
 - iii. Officers assigned to limited duty will perform duties related to police work.
 - iv. Limited duty may be proposed by the officer or by the Town, as follows:
 - a. The officer shall be afforded full opportunity to consult with the physician of the 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.
 - b. 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.

- c. 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.
- d. The third physician's determination of the officer'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.
- v. An officer 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 an officer for limited duty prior to that date.
- vi. An officer on limited duty will be allowed time off with pay for medical examinations, treatments, and rehabilitation as needed in connection with their injury.
- vii. An officer 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.
- viii. The Town will provide Police Department employees with supplemental disability coverage, if available, as part of its 111F policy, at no additional cost to the employee. Said benefits available for coverage will be provided and may change from year to year, depending on the terms of the policy with the provider.

ARTICLE 34

SUBSTANCE ABUSE TESTING

A. Purpose

The Town and the Association recognize that Police Officer 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 officer impaired by drugs or alcohol creates an unreasonable danger to their fellow officers, and to the public. In addition, drug and alcohol abuse

impair 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.
 - (e) Conviction of any drug or alcohol related offense, except a misdemeanor alcohol-related offense, such as an "open container" violation.
- 2. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Police Chief 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 opiates, phencyclidine drugs marijuana cocaine, (PCP), amphetamines 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 Police Chief 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. <u>Drug and Alcohol Testing³</u>

- 1. Employees are required to submit to drug and/or alcohol testing in the following situations:
- 2. <u>Probable Cause</u>: 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 a Lieutenant or the Chief of Police and approval must be obtained from the Police Chief or, in their absence, a designated lieutenant, prior to ordering a test.
 - (a) <u>Post-Incident</u>: 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 Police Chief or, in their absence, a designated lieutenant, prior to ordering a test.
 - (b) 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.
 - (c) <u>Special Assignments</u>: 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.
 - (d) <u>Failure to Submit to Testing</u>: 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.
- 3. <u>Alcohol Testing Procedures</u>: 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

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³ An updated Drug and Alcohol Testing policy will be implemented 7/1/2024 to include random drug testing.

test will be administered by a qualified operator. The employee's blood alcohol level shall be reported to the Town immediately.

4. <u>Drug Testing Procedures</u>:

- (a) <u>Collection</u>: 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 Police Chief 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) <u>The Testing Laboratory</u>: 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. <u>Searches</u>

The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, 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. <u>Disputes</u>

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, DASHBOARD CAMERAS, AND RELATED TECHNOLOGY

(a) 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 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, until midnight June 30, 2026. All terms and conditions of this Agreement, however, shall continue in full force and effect until a successor agreement has been completed and funded. Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties shall, by December 1, 2025, give notice in writing to the other party by Certified or Registered mail.
- (b) Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to the settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Association from modifying any proposals made during the course of the negotiations.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Association acting on behalf of the Employees has caused this instrument to be signed by its proper officers hereunto duly authorized, the day and year first written above.

TOWN OF WESTWOOD	WESTWOOD POLICE ASSOCIATION, MASSACHUSETTS COALITION OF POLICE, AFL CIO, LOCAL 174 BARGAINING COMMITTEE
Marianne LeBlanc Cummings	Wheelun
Robert Gotti	Jeffeld J. Rached
Joseph Previtera	Dan Sefr D. FAFARA
August 14, 2023 Date	6-17-23 Date

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

By:				
(Name of Employee)				
To:				
Effective	I here	by request and	d authoria	ze you to deduc
from my earnings each	the	amount	of	\$
(payroll perio	od)			
Coalition of Police, AFL CIO, Local 174, a These deductions may be terminated or upon termination of my employment.				
		Employee's	Signature	 e
		Employee's	Address	

Westwood Police Association Wages

Sergeant Patrol	Step 1 Step 2 \$77,022.50 \$78,562.9 \$53,139.63 \$55,978.3	. ,	Step 4 \$60,991.62	Step 5 \$ 62,211.41	Step 6 \$ 63,455.69	Step 7 \$64,724.80	Step 8 \$66,019.30	Step 9 \$67,339.68	10 years \$82,938.93 \$69,696.57	15 years \$85,841.81 \$72,135.97	30 years \$87,558.64 \$73,578.68
FY23 Sergeant Patrol	Step 1 Step 2 \$78,948.06 \$80,527.0 \$54,468.12 \$57,377.7	- , - ,	Step 4 \$62,516.41	Step 5 \$ 63,766.70	Step 6 \$ 65,042.08	Step 7 \$66,342.92	Step 8 \$67,669.79	Step 9 \$69,023.17	10 years \$85,012.40 \$71,438.98	15 years \$87,987.86 \$73,939.37	30 years \$89,747.61 \$75,418.15
FY24 Sergeant Patrol	Step 1 Step 2 \$79,934.91 \$81,533.6 \$55,148.97 \$58,095.0	. ,		Step 5 \$ 64,563.78	Step 6 \$ 65,855.11	Step 7 \$67,172.21	Step 8 \$68,515.66	Step 9 \$69,885.96	\$87,137.71 \$73,224.96	\$90,187.55 \$75,787.85	\$ 91,991.30 \$ 77,303.60
FY25 Sergeant Patrol	\$80,934.10 \$82,552.8 \$55,838.33 \$58,821.4	. ,		\$ 65,370.83	\$ 66,678.30	\$68,011.86	\$69,372.11	\$70,759.53	\$89,316.16 \$75,055.58	\$92,442.24 \$77,682.55	\$ 94,291.08 \$ 79,236.19
FY26 Sergeant Patrol	Step 1 Step 2 \$90,535.00 \$92,345.7 \$71,694.00 \$73,127.8	. , . ,	Step 4 \$96,076.47 \$76,082.25	Step 5 \$ 97,998.00 \$ 77,603.89		Step 7 \$80,739.09	Step 8 \$82,353.87	Step 9 \$84,000.95			

SANDULLI GRACE, PC

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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.

ery truly yours

John M. Becke

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 onduty 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.

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

This Side Letter of Agreement shall be enforceable through Article XXXV, Complaints 6. 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,