

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF TRURO
AND
TRURO POLICE EMPLOYEES' FEDERATION MassCOPS
OCTOBER 17, 2024**

NOW COMES the Town of Truro (the "Town"), acting by and through its Town Manager and Chief of Police, the Truro Police Employees Federation, Mass Cops, who hereby agree as follows:

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement that expires on June 30, 2025;

WHEREAS, the Town and the Union are desirous of amending the existing agreement;

NOW THEREFORE, the parties agree as follows:

1. The existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below.
2. The Town and the Union agree to amend Article 15 to read as follows:

"The private detail rate for private details shall be \$75.00 per hour."
3. The Town and the Union agree to reevaluate the rate of detail pay annually for the term of the collective bargaining agreement.

FOR THE TOWN



Darrin Tangeman, Town Manager

FOR THE UNION



Sgt. Tom Roda

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF TRURO
AND
TRURO POLICE EMPLOYEES FEDERATION**

APRIL 11, 2023

Now comes the Town of Truro (“the Town”) acting by and through its Town Manager and the Truro Police Employees Federation (“the Union”) and agree as follows:

WHEREAS, the Town and the Union are parties to a Collective Bargaining Agreement that expires on June 30, 2023;

WHEREAS, the Town and the Union have reached an successor collective bargaining agreement subject to ratification by the Union and the Select Board and funding at Town Meeting;

NOW THEREFORE, the parties agree as follows:

1. The existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below, and shall be incorporated with the successor agreement.

The collective bargaining agreement represents the entire written agreement between the parties.

2. The parties agree to amend **Article 1: Agreement** to read as follows:

N. DETECTIVE - The Detective (Officer or Sergeant), filled from within the ranks of the Truro Police Employee's Federation, is assigned by the Chief of Police to perform duties as outlined in Rule 15.4-4 of the Truro Police Department Rules and Regulations and Truro Police Department (TPD) Policy #7-9 Detective Unit and Investigations. The Detective works under the authority of the **Deputy Chief** and is normally assigned to the day shift unless otherwise instructed by the police chief or his/her designee.

3. The parties agree to amend **Article 12: Compensation** as follows:

The following pay scales from the 2022 Classification & Compensation Study will serve as the new pay scales for the unit. The scales do not

include the COLA referenced in Item #6. Upon acceptance of the package agreement, the COLA would be added into the below scales which would then serve as the scale for which future COLA is applied.

3 - Hourly	26.24	27.02	27.84	28.67	29.53	30.42	31.33	32.27	33.24	34.23
4 - Hourly	27.64	28.47	29.33	30.21	31.11	32.05	33.01	34.00	35.02	36.07
5 - Hourly	30.41	31.32	32.26	33.23	34.23	35.25	36.31	37.40	38.52	39.68
6 - Hourly	33.45	34.45	35.49	36.55	37.65	38.78	39.94	41.14	42.37	43.64
7 - Hourly	36.79	37.90	39.04	40.21	41.41	42.65	43.93	45.25	46.61	48.01

Grade 4: Telecommunicators

Grade 5: Patrol Officer, Administrative Assistant to the Police Chief

Grade 6: Master Patrol, Communications Supervisor

Grade 7: Sergeant

For purpose of wages/compensation, members will be placed into the above scale at their designated grade and at the step that has an hourly rate that is equal to or more than their step as of July 1, 2022 and will be eligible to receive a step increase on the anniversary of their appointment date. For members who have been in the employ of the Town for seven (7) years or longer, they will be placed into the above scale at their designated grade and at the step that has an hourly rate that is equal to or more than their step as of July 1, 2022. They will also be eligible to receive an additional step increase effective January 1, 2023 and again on July 1, 2023, with July 1 serving as their anniversary date for steps in subsequent years.

The parties agree to further amend Article 12 by changing shift differential as follows:

Evenings to \$0.85 per hour

Midnights to \$1.00 per hour

4. The parties agree to amend end **Article 20: Holidays** as follows:

- A. By adding Juneteenth as a paid holiday and
- B. By making the current ½ day holidays a full holiday.

5. The parties agree to amend by **Article 21: Vacation** by:

Lowering the "full-duty status" super-vac clause from 13 to 11 officers to allow for the present 4 super-vac days to be used.

6. The parties agree to the following wage increases:

- A. With the exception noted below the parties agree to accept the recommendations contained in the Wage Study effective July 1, 2023.

B. A COLA of 3% 2.5% and 2.5% for the three years of the agreement.

7. The parties agree to amend **Article 24: Incentive Pay** by amending section 1 as follows:

Associates Degree \$2,150.00 increase to \$2,325
Bachelor's Degree \$3,650.00 increase to \$4,075
Master's Degree \$5,150.00 increase to \$5,825

The amounts of the incentives are not cumulative.

And to further amend the article by inserting the following language:

The town proposes to amend the article further by making the following educational incentives applicable to members who have completed five (5) years of continuous service with the police department

After 5 Years of Continuous Service
Associates Degree increase to \$3,500.00
Bachelor's Degree increase to \$7,000.00
Master's Degree increase to \$8,500.00

The amounts of the incentives are not cumulative.

For degrees obtained or members hired after the execution of this Agreement,

Members of the Union shall be eligible for an annual educational incentive for having the following degrees or the completed credit hours as set forth below from an accredited institution:

Business Administration
Management
Public Administration
Political Science
Law (Juris Doctorate)
Criminal Justice
Criminology
Sociology
Human Services
Psychology
Education
Computer Science or Computer Information Systems
Emergency Management

Specialty Duty

No more than three sworn officers assigned to a specialized duty will receive an annual stipend of \$750. If a member holds two or more specialized duties, a maximum of \$1250 will be provided. If an officer performs any such specialized duty on a temporary basis, as authorized by the Chief of Police, they will be compensated an additional \$2.00 per hour (except for School Resource Officer, which requires specialized certification to perform in the role). Said compensation shall apply to the shift during which those specialized duties were performed. Specialized duties will be defined as follows:

- Detective/Court Officer
- School Resource Officer, subject to approval at town meeting.
- Community Outreach Coordinator. This shall refer to the member tasked with primary responsibility for coordinating events, community policing activities, and acting the department's designated liaison with external resources.

8. The parties agree to amend Article 29: Promotions as follows:

SECTION 2. The following shall be the qualifications for promotion to the rank of Sergeant:

- a. Three (3) years as a full-time police officer for the Truro Police Department or related experience at another agency or relative skill.

And by amending section 6 as follows:

SECTION 6. “ For appointment to Master Patrolman, the following qualifications shall be required:

- a. Two years as a full-time police officer for the Truro Police Department. The Town of Truro may substitute qualifications and training in place of years of service, which may consist of prior investigative or policing experience or demonstrated competence in the skills necessary to perform the required functions of the position.

9. The parties agree to amend Article 37: Leaves of Absence as follows:

SECTION I. Military Leave. Military leave of absence with full pay for days on military duty, training or activities as defined under G.L. c.33, §59.

10. The parties agree to amend Article 13: Overtime as follows:

SECTION 1: Unless the Chief or the Chief's designee decides that the public safety or the legitimate needs of the Town or department require otherwise, or due to an Employee's expertise, overtime shall be assigned equitably and shall be distributed impartially among the full-time Employees. In the Communications

Division, overtime will be offered first to full-time Telecommunicators, then to part-time Telecommunicators, then to the Patrol Division. In the Patrol Division, overtime shall be offered first to the Officers within their respective rank and/or designation, then to the other ranks and/or designations, except that patrol officers not certified as an OIC or Master Patrolman may not work overtime in those roles. **Officers within or without the bargaining unit who are awarded a Patrol overtime shift shall be required to conduct patrol duties, be assigned a patrol unit, and wear a full-duty patrol uniform.** Overtime refused shall be considered overtime worked for the purpose of the above-described distribution.

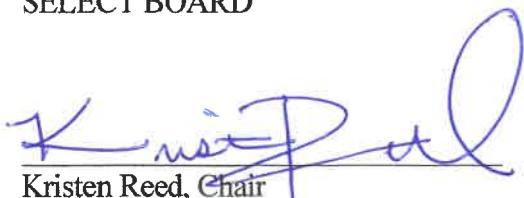
11. The parties agree to amend Article 13 adding language to prohibit employees from filling an overtime shift where the vacancy was created by that employee.
12. The parties agree to amend Article 16 to modify language prohibiting two probationary patrol officers be assigned to the same shift at the same time period.
13. The parties agree to amend the contract by adding a new Article: "All bargaining unit members shall be required as a condition of employment to maintain such certification as is required by state law."
14. The parties agree to amend IOD notification to chief before the end of the shift.
15. The parties agree the establishment of a mandatory body-worn camera program and to adopt the policy attached and marked as "A."
16. The town proposes to amend Article 26 as follows: "In addition, each full time Employee shall receive the sum of Five hundred and ninety-nine (\$599.00) dollars per year for the purpose of cleaning said uniforms. This money is to be paid in two (2) equal installments in the employee's regular payroll check. The first installment to be paid on the first payday in December, the second installment to be paid on the last payday in June."
17. The town proposes making available to all bargaining unit members an opt-in for Section 125 cafeteria plan Flexible Spending Accounts, within six months of ratification

of the Agreement, with the Town paying the initial plan set up and monthly administration fee on behalf of employees.

18. The town proposes a “Health Care Opt-Out payment” program to all members of the bargaining unit. Eligible employees will be paid a stipend of \$4,000 for a family plan opt out and \$2,000 for a single person opt out, payable on a monthly basis. Said opt-out will require proof of an alternative health care plan for the employee and spouses/dependents and execution of a voluntary waiver of health insurance on a form to be determined by the Town.

[Signature page to follow]

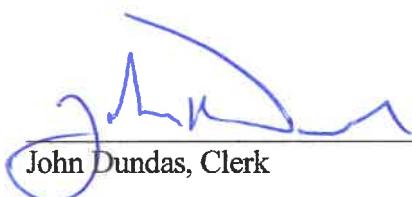
TOWN OF TRURO
SELECT BOARD


Kristen Reed, Chair

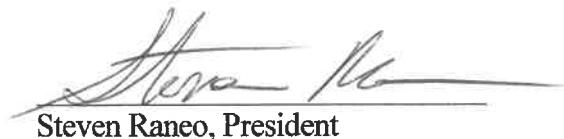

Robert Weinstein, Vice-Chair

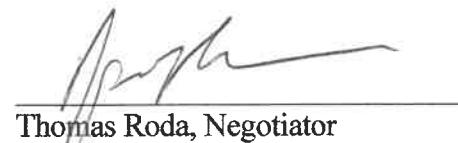

Stephanie Rein, Member

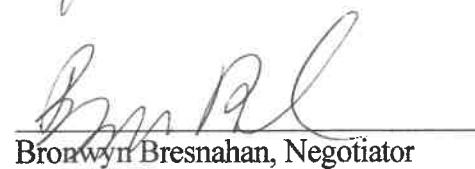

Susan Areson, Member


John Dundas, Clerk

FOR THE UNION


Steven Raneo, President


Thomas Roda, Negotiator


Bronwyn Bresnahan, Negotiator

858797/TRUR/0037

TOWN OF TRURO
AND THE TRURO POLICE
EMPLOYEE'S FEDERATION



July 1, 2018 to June 30, 2021

Table of Contents

ARTICLE	SUBJECT	PAGE
1	<u>AGREEMENT</u>	3
2	<u>DURATION</u>	4
3	<u>OTHER LABOR GROUPS</u>	4
4	<u>DISCRIMINATION</u>	5
5	<u>MANAGEMENT RIGHTS</u>	5
6	<u>CHECKOFF</u>	6
7	<u>REMOVED</u>	7
8	<u>NO STRIKE CLAUSE</u>	7
9	<u>FEDERATION REPRESENTATION</u>	7
10	<u>LABOR MANAGEMENT MEETINGS</u>	8
11	<u>SAFETY COMMITTEE</u>	8
12	<u>COMPENSATION</u>	9
13	<u>OVERTIME</u>	10
14	<u>COURT TIME</u>	12
15	<u>DETAILS</u>	12
16	<u>HOURS OF WORK</u>	13
17	<u>SICK LEAVE</u>	16
18	<u>UNION SICK BANK</u>	18
19	<u>BEREAVEMENT LEAVE</u>	19
20	<u>HOLIDAYS</u>	19
21	<u>VACATIONS</u>	20
22	<u>VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION</u>	23
23	<u>LONGEVITY BONUS</u>	23
24	<u>INCENTIVE PAY</u>	24
25	<u>INSURANCE</u>	24
26	<u>UNIFORMS AND EQUIPMENT</u>	25
27	<u>PRISONER TRANSPORT</u>	25
28	<u>TRAVEL REIMBURSEMENT</u>	26
29	<u>PROMOTIONS</u>	26
30	<u>TRAINING</u>	28
31	<u>INJURY IN LINE OF DUTY AND LIMITED DUTY</u>	29
32	<u>SENIORITY</u>	32
33	<u>JOB SECURITY</u>	33
34	<u>COMPLAINTS AGAINST AN EMPLOYEE</u>	34
35	<u>DISCIPLINARY ACTION</u>	34
36	<u>GRIEVANCE PROCEDURE</u>	35
37	<u>LEAVE OF ABSENCE</u>	36
38	<u>FITNESS STANDARDS</u>	38
39	<u>ACADEMY COST ABATEMENT</u>	38
40	<u>PERFORMANCE EVALUATION</u>	38
41	<u>STABILITY OF AGREEMENT</u>	39
42	<u>SIGNATURE PAGE</u>	40
	<u>APPENDIX A (COMPENSATION)</u>	41

ARTICLE 1: AGREEMENT

This Agreement entered into by the Town of Truro, hereinafter referred to as the "Employer" and, the Truro Police Employee's Federation, hereinafter referred to as the "Federation", has as its purpose the promotion of harmonious relations between the Employer and the Federation, and the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of conditions of employment, for all Employees of the Truro Police Department, excluding the Chief and Lieutenant. The term Employee shall mean all persons covered by this contract. Employees covered by this contract shall be exempt from the personnel bylaw.

For purposes of definition the following positions shall be defined as such and shall be included as indicated in the coverage offered by this agreement:

- A. FULL-TIME EMPLOYEE – shall be assigned a regular duty shift over a period of fifty-two (52) weeks as provided in Article 16.
- B. REGULAR PART-TIME EMPLOYEE – shall not normally be assigned more than nineteen (19) hours in a one-week period on a regular basis
- C. MATRON – Shall not be assigned a regular shift and shall operate on a so-called call out basis
- D. TELECOMMUNICATOR – An Employee regularly assigned to answer 911 telephones, police and fire radio and telephones, run the NCIC/LEAPS computer and other duties as assigned.
- E. CHIEF – The person appointed by the Board of Selectmen, under M.G.L. C. 41 § 97 to manage the day to day operations of the police department.
- F. LIEUTENANT – A sworn police officer appointed by the Town Manager.
- G. OFFICERS – Those persons who are sworn police officers appointed by the Town Manager and shall include the ranks and assignments of Special Police Officer, Police Officer, Sergeant, Master Patrolman, Patrolman, Detective and any other titles which may be agreed upon by the town and the Federation.
- H. STUDENT OFFICER – An employee who assigned to basic recruit training as prescribed by the Massachusetts Police Training Committee. This collective bargaining agreement shall not apply to student officers, except as to the wage scale

and sections dealing with health insurance, time-off accrual and Article 39 (Academy Cost Abatement).

- I. EMPLOYEE – all person covered by this contract.
- J. EMPLOYER – This shall refer to the Town of Truro.
- K. ADMINISTRATIVE ASSISTANT / TELECOMMUNICATOR - An employee, who is qualified as a Telecommunicator, assigned by the Chief of Police to perform administrative duties as outlined in Rule 15.5 of the Truro Police Department Rules and Regulations.
- L. COMMUNICATION SUPERVISOR- A Telecommunicator assigned by the Chief of Police to perform duties as outlined in Rule 15.5.5 of the Truro Police Department Rules and Regulations.
- M. DOMESTIC PARTNER – For the purposes of this Agreement, a domestic partner is defined in and shall receive the same benefits afforded under the Domestic Partnership Bylaw of the Town of Truro, including the provisions of Section 8 therein for Town Bylaws.
- N. DETECTIVE – The Detective (Officer or Sergeant), filled from within the ranks of the Truro Police Employee's Federation, is appointed by the Board of Selectmen to perform duties as outlined in Rule 15.4-4 of the Truro Police Department Rules and Regulations and Truro Police Department (TPD) Policy #7-9 Detective Unit and Investigations. The Detective works under the authority of the Lieutenant and is normally assigned to the day shift unless otherwise instructed.

ARTICLE 2: DURATION

This agreement between the Employer and the Federation shall be for a period of July 1, 2018 to and including midnight June 30, 2021

ARTICLE 3: OTHER LABOR GROUPS

The Employer shall not aid or abet, promote or finance, encourage or deal with any other labor group, organization, individual or member of the Truro Police Employee's Federation which purports to engage in collective bargaining for Employees covered by this

agreement or make any agreement with any such group which deals with or concerns the Truro Police Department except as permitted by law.

With respect to contract negotiations the Employer and the Federation agree only to use the respective designated representative(s) as a means of contact. The Employer and the Federation agree to adhere to the provisions of this contract as stated.

ARTICLE 4: DISCRIMINATION

There shall be no discrimination against any Employee because of Federation membership or activity nor because of race, creed, age, sex or sexual preference, and each Employee shall receive the full protection of this agreement.

ARTICLE 5: MANAGEMENT RIGHTS

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Town acting through its Board of Selectmen, Town Manager, and Police Chief or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent or other means to manage and control the Police Department and its employees.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. The exercise of such rights and prerogatives shall not be subject to the grievance and arbitration procedure. These rights shall include but not limited to the following:

- A. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purpose of the Town.
- B. After bargaining the impact with the Federation, to establish or continue policies, practices, and procedures for the conduct of the Town business and from time to time, to change or abolish such policies, practices, or procedures.

- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and determine the number and types of employees required to perform the Town's operation.
- E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- F. To insure that the related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- G. Nothing in this Article shall either diminish or infringe on any and all rights or obligations afforded the Federation either by law, custom, practice or precedent.

ARTICLE 6: CHECKOFF

Federations membership initiation fee assessments shall be deducted from the Employees' wages of salaries, and once each month, the Employer shall deduct membership dues from the wages or salaries of those individual Employees who request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Federation, and aggregate deductions, during the preceding month and after the deductions have been made, shall be submitted with an itemized statement to the Federation treasurer.

The Employer agrees that from and after the receipt of written authorization, to deduct membership dues from the wages or salaries of an employee, provided that the employer shall be under no obligation to make any such deduction as aforesaid after the termination of the terms of this Agreement, and provided that the Employer may immediately cease making such deduction at any time on behalf of an employee who submits a revocation of authorization.

The employer shall incur no liability for loss of dues monies after depositing same properly addressed to the Federation in the U.S. Mail.

ARTICLE 7: REMOVED

ARTICLE 8: NO STRIKE CLAUSE

SECTION 1: No Employee covered by this agreement shall engage, induce or encourage any strike, work stoppage, slow down, or withholding of services. The Federation agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down, or withholding of services.

SECTION 2: Should any Employee or group of Employees covered by this agreement engage in any strike, work stoppage, slow down, or withholding of services the Federation shall forthwith disavow any such strike, work stoppage, slow down, or withholding of services and shall refuse to recognize any picket line establishing the connection therewith. Furthermore, at the request of the Town, the Federation shall take all reasonable means to induce any such Employee or group of Employees to terminate the strike, work stoppage, slow down, or withholding of services and to return to work forthwith.

SECTION 3: In consideration of the Federation's performance of its obligations under Sections 1 and 2 of the article, there shall be no liability on the part of the Federation nor of its officers or agents due for any monetary damages resulting from the unauthorized breach of the agreement as contained in this article by individual members of the Federation. Any Employee who breaches the agreements contained in this article shall be subject to disciplinary proceedings under any law giving remedy to the town in such matters.

ARTICLE 9: FEDERATION REPRESENTATION

A written list of Federation Officers or other representatives of the Federation shall be furnished to the Employer immediately after their designation and the Federation shall notify

the Employer of any changes forthwith. The Federation President, or his/her designee, shall be granted reasonable time off during working hours to investigate and settle grievances.

The Federation President and/or the Vice President shall be granted a total of two work days off, with pay to attend MASSCOP functions, meetings, etc. A third day is available so long as that day does not create overtime.

ARTICLE 10: LABOR MANAGEMENT MEETINGS

The Employer, through the Town Manager or their designee, shall meet with members of the Federation bargaining committee at such times as may be mutually agreed upon. The purpose of such meetings shall be the mutual exchange of opinions, ideas, and discussions with respect to personnel policies and practices in matters affecting the implementation of the agreement, status of current and new projects, and other matters of material interest which may be agreed upon.

No pending grievances shall be discussed at said meetings unless the Federation and the Employer both agree.

ARTICLE 11: SAFETY COMMITTEE

The Federation may establish a Safety Committee of not more than two (2) members. The Committee may meet with the Chief or the Chiefs designee at the option of the Federation for the mutual exchange of options, ideas and discussions concerning the safety and health condition of the department. When patrol equipment, such as lights, weapons, uniforms and related components are to be changed, the Chief or the Chiefs designee shall meet with the committee and accept input prior to the proposed changes. A member of the Federation's Safety Committee will serve on the Town's Safety Committee.

ARTICLE 12: COMPENSATION

SECTION 1: Compensation for the services of Officers, Student Officer, Administrative Assistant, Communications Supervisor and Telecommunicator is set forth in the salary chart attached as “APPENDIX A Compensation Schedule”. The listed assignments below shall be compensated additionally as follows:

Employees filling a “paid assignment” or position, when assigned by the Chief, shall be compensated at the pro-rated hourly rate after five (5) consecutive days in such a position or assignment.

Officers and Telecommunicators engaged in training other staff shall be compensated an additional \$3.00 per hour while training.

SECTION 2: Those Employees working the evening and mid shifts shall be compensated, in addition to their normal rate, as follows:

Evenings \$0.70 per hour

Midnights: \$0.85 per hour

SECTION 3: The placement of an Employee into a particular step within a classification in the foregoing salary chart, and any step-rate increments within such classification shall be pursuant to the following:

Sub-section A: Employees entering the service of the Town shall be employed at the first step of the classification, except that upon basis of training and experience associated with the work performed, and subject to the recommendation of the department head and subject to the approval of the Town Manager such person may be engaged at a higher step than the first.

Sub-section B: In the event of the promotion of an Employee from one classification to another, the Employee shall start at the lowest step within that classification, which is greater than the Employee's last rate of pay.

SECTION 4: The Employer agrees to deduct from the Employees pay, at the Employees request, as sum of money to be submitted to a savings institution of the Employees choice.

SECTION 5: The designated Officer-in-Charge (OIC) shall receive an additional one (1) hour of overtime per eight hour shift worked as Officer-in-Charge. The Officer-in-Charge shall be the senior officer (as determined by the posted chain of command, and who is designated as an Officer-in-Charge), during a shift when there is no Sergeant on duty including when one Officer and Telecommunicator are working, unless the Chief designates himself as Officer-in-Charge. In that case the Chief shall perform all the duties of Officer-in-Charge. OIC pay for one Officer / Telecommunicator shifts will commence on July 1, 2016.

SECTION 6: The foregoing section with respect to the Officer-in-Charge (OIC) shall be in effect only until the establishment and staffing of the Master Patrolman position within the Truro Police Department. Once a Master Patrolman appointment has been made, then the foregoing provision shall no longer be in effect. At that time, the Officer-in-Charge (OIC) designation shall refer only to those officers who have at least two (2) years of continuous policing experience who have demonstrated sufficient knowledge and proficiency of the Truro Police Department Rules, Regulations and Procedures, as well as Local Bylaws and General Laws of the Commonwealth to work independently for an entire work shift.

ARTICLE 13: OVERTIME

SECTION 1: Unless the Chief or the Chief's designee decides that the public safety or the legitimate needs of the Town or department require otherwise, or due to an Employee's expertise, overtime shall be assigned equitably and shall be distributed impartially among the full-time Employees. In the Communications Division, overtime will be offered first to full-time Telecommunicators, then to part-time Telecommunicators, then to the Patrol Division. In the Patrol Division, overtime shall be offered first to the Officers within their respective rank and/or designation, then to the other ranks and/or designations, except that patrol officers not certified as an OIC or Master Patrolman may not work overtime.

in those roles. Overtime refused shall be considered overtime worked for the purpose of the above described distribution.

SECTION 2: In emergencies or in the event of an unusual demand for the services of an Employee or when deemed necessary by the Chief or the Chiefs designee, Employees may be required to perform overtime service.

SECTION 3: Overtime: any work performed in excess of the normal scheduled work day or work week shall be paid at one and one half (1.5) the regular hourly rate. Any work performed in excess of two (2) consecutive shifts shall be paid at two and one half (2.5) the normal hourly rate and this rate shall continue in effect until the Employee has had eight (8) consecutive hours of relief. Said Employee shall not report to work for eight (8) hours unless ordered to do so by a supervisor.

SECTION 4. When a conflict of rates occurs, the highest single rate shall apply.

SECTION 5. If after completing the scheduled tour of duty an Employee is called back to work, the Employee shall receive time and one half (1.5) the Employee's hourly rate for work performed from the time the Employee reports to the end of the assignment. The Employee shall be paid a three (3) hour minimum. The Employee must report to said assignment within thirty (30) minutes from said initial order to report. If such Employee reports to said assignment in a period of time in excess of thirty (30) minutes without reasonable or just cause, the Employee shall forfeit the Employee's minimum three (3) hour pay at 1.5 times and be paid straight overtime for the actual time worked.

Notwithstanding the provisions of the prior paragraph, it is understood that the three (3) hour guarantee does not apply to the following:

1. When an Employee is called in early to work prior to the normal starting time of the employee's scheduled tour of duty and works continuously from the time the Employee reports, to the Employee's normal scheduled tour of duty, said Employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour;

2. When and Employee performs overtime service beyond the scheduled time for conclusion of the Employees regular tour of duty due to the exigencies of the Employees work day (such as an accident, investigation, etc.), the Employee shall be paid on an overtime service basis there for only such overtime as is actually worked.

SECTION 6. Prisoner watch shall be offered to full time officers first.

SECTION 7. Bonus paid under Article 12, excluding Section 5; and articles 23 and 24 of this agreement are to be included as part of annual compensation for the purposes of calculating an Employees hourly overtime rate.

ARTICLE 14: COURT TIME

Appearance in any Court of the Commonwealth as a witness for the government at other than normal working hours shall be compensated for at one and one half (1.5) times the hourly rate of pay; but in no event shall an Employee receive less than four (4) hours pay.

ARTICLE 15: DETAILS

SECTION 1. Extra work details shall be posted as far in advance as possible by the Employer in a conspicuous place within the police station. Details will be equitably and impartially distributed amongst all full-time Officers, except the Chief. A list shall be established by seniority and the hours of work recorded. Details refused shall be considered details worked for the purpose of above described distribution and shall be so recorded by hours on said list. An Officer will not be charged with a refusal if the Officer is not given twenty-four (24) hours advanced notice of said detail.

Any detail not being filled by a member of the bargaining unit as described above, may be filled by the Chief or the Chiefs designee by use of someone outside of the bargaining unit.

SECTION 2. A minimum of four (4) hours pay shall be required on all private details. Any details worked over four (4) hours shall be paid a minimum of eight (8) hours. The rate of pay for private details shall be:

Equal to the rate of the Massachusetts State Police.

SECTION 3. Details in excess of eight (8) hours shall be paid at a rate of time and one half the detail rate (1.5), for such hours worked in excess of eight (8) hours

SECTION 4. If an Officer is assigned to a detail outside of the Town of Truro, the detail rate shall be equal to the rate paid within the other jurisdiction.

ARTICLE 16: HOURS OF WORK

The work week for the department shall consist of the following:

SECTION 1. PATROL DIVISION WORK WEEK: The work week for Officers shall consist of four (4) consecutive work days of eight and one half (8.5) hours each followed immediately by two (2) consecutive days off. Assigned shifts shall be 11PM-7AM, 7AM-3PM AND 3PM-11PM. In addition, any Officers working a patrol work week agree to attend department meetings held on a quarterly basis of up to (2) hours. (Average total work week = 2080 hours per year of 40 hours per week). Said eight and one half (8.5) hour shifts shall begin at quarter to the designated hour, and end a quarter past the designated hour (therefore, a 7-3 shift begins at 6:45 and ends at 3:15). Employees shall be paid biweekly, based upon eighty (80) regular hours per pay period in accordance with the accepted pay schedule set up by the Town Accountant and the Town Treasurer.

SECTION 2. COMMUNICATION DIVISION WORK WEEK: The Work Week for Telecommunicators shall consist of five (5) consecutive work days of eight (8) hours each followed immediately by two (2) consecutive days off. Said eight (8) hour shifts shall

begin on the designated hour, and end on the designated hour. Assigned shifts shall be 11PM-7AM, 7AM-3PM, and 3PM-11PM. Telecommunicators shall receive a $\frac{1}{2}$ hour meal break during each shift, on premise and subject to any other conditions mutually agreed upon between the Chief and the Federation.

SECTION 3. ADMINISTRATIVE ASSISTANT / TELECOMMUNICATOR WORK

WEEK: The Administrative Assistant / Telecommunicator will work a 5-2 workweek, Monday thru Friday on the 7-3 shift. The AA/T shall receive a $\frac{1}{2}$ hour meal break during each shift, on premise and subject to any other conditions mutually agreed upon between the Chief and the Federation.

SECTION 4. DETECTIVE: The Detective shall be a division separate from the Patrol Division and as such shall follow the following criteria:

- a. will work a so-called 5-2, 5-2, 4-3 work weeks, assigned to the 7-3 shift)
- b. will normally wear plain clothes
- c. will normally drive an unmarked cruiser
- d. is available for patrol overtime after patrol division have refused shift
- e. all time off requests are submitted to the Chief or his designee, independent of any request or staffing considerations of the patrol division
- f. a sum of monies equal to an average patrol officer shall be allocated for the purpose of supplying clothing and equipment.

The Chief may appoint a Patrol Officer to serve as a Detective, in which event; the fourth Sergeant's position shall be assigned as a Patrol Sergeant working a 4 day on, 2 off, swing shift line covering the Shift Sergeant's normal days off. Said shifts shall be two days each on the 3PM-11PM and 11PM-7AM schedule.

SECTION 5 REMOVED

SECTION 6. With the exception of the Detective and Administrative Assistant / Telecommunicator shifts shall be assigned on a basis of a so-called seniority bid for shifts. Said bids shall be for six (6) week increments and shall be subject to the following conditions:

After a senior Employee has been on a shift for two (2) consecutive bids, that senior Employee may be "bumped" by a junior Employee (next most senior Employee desiring the shift) for one bid, after which, said senior Employee may again bid the shift. If no junior Employee bids a senior Employee's shift, the senior Employee may bid the shift as many times as desired.

A shift, for the purpose of this section, shall mean any regular shift designated by the Chief or the Chiefs designee for any six-week period. In the event that there are two Employees on the shift with 2 or more consecutive bids, the junior of the 2 will be "bumped". If regularly scheduled shift changes result in an Employee covered under Article 16 Section 1 of the agreement, Patrol Work Week, working more than four (4) consecutive days in row or if covered under Article 16 Section 2, working more than five (5) consecutive days in a row, this circumstance, by itself, will not be deemed to violate the work week definitions and will not entitle the Employee to overtime compensation.

At no time shall two probationary patrol officers be assigned to the same shift at the same time period. In the event that two probationary patrol officers bid the same shift for the same period, the junior of the two will be assigned to another shift. Said shift and line will displace and then exchange line position with the most junior officer NOT in a probationary status. However, if two or more probationary patrol officers bid the same shift on three consecutive occasions, the junior probationary patrol officer shall, on this third occasion, "bump" the senior probationary patrol officer for one six (6) week rotation, resulting in the senior probationary officer being assigned to another shift.

SECTION 7. No Shift shall have more than one Sergeant normally assigned to it. Sergeants shall bid shifts in the same way as outlined in Section 6.

SECTION 8. Management may assign those Employees going to school and/or training to the day shift for those days that the school and/or training will be in session. In the

event that an Employee attends a school and/or training on the Employee's day off, then the Employee will be paid overtime for the time worked.

SECTION 9. Upon mutual agreement between an Employee and the Chief, an employee may be assigned a special shift for the purpose of a special assignment, which shall be temporary in nature. In no instance can this section be used as punishment of an Employee.

SECTION 10. Final judgment as to shift assignments is reserved for the Chief. The Chief will not be expected to make any personnel changes if such would either (1) impair the effectiveness of the department, or (2) involve the replacement of one officer by another who is comparatively less qualified.

SECTION 11. Whenever possible, training will be scheduled on the same day as the department meeting.

ARTICLE 17: SICK LEAVE

Full time Employees shall be granted sick leave under the following conditions:

SECTION 1: There will be unlimited accumulation of sick leave. Beginning July 1, 2016 employees shall accrue sick leave at a rate of 1.25 days per month. On June 30th of each year an employee that has ten (10) or more unused sick days shall have the option of selling up to five (5) days back to the Town at 100% of their current rate, with the remaining days being placed in the employee's personal sick bank

SECTION 2: Sick leave may be used for family illness. Family is to mean immediate family living in the same household, spouse, domestic partner, and children. Family illness days shall be deducted from any accrued sick leave.

Members who are absent from work due to sick leave will be required to submit a physician's certificate of illness to the Employer through the Chief of Police, the Chief's designee, or the Town Manager in the following circumstances:

- a) If a member is absent from work for more than three (3) consecutive days, then the member shall submit a physician's certificate of illness to the Chief of Police or Chief's designee;
- b) If a member has accumulated six (6) separate instances of sick leave in any calendar year, then the Chief of Police or Chief's designee may require that the member submit a physician's certificate of illness for any further sick leave (of any duration) for the remainder of the calendar year. For purposes of this section, "separate instances of sick leave" shall mean each one or two day sick leave (inclusive of family illness) for which a physician's certificate of illness was not required.

Each such physician's certificate of illness must state whether or not the member is disabled from performing his/her normal duties and whether or not the member is disabled from performing light duty.

SECTION 3: Whenever an Employee becomes ill on duty and must go home, said Employee shall be debited one (1) sick day if the Employee has worked less than four (4) hours. If the Employee has worked more than four (4) hours, no debit shall occur against the Employee's sick time

SECTION 4. Those Employees who use less than two (2) sick days per calendar year will receive two (2) added vacation days for the next calendar year.

SECTION 5. Upon retirement or death, the employee, or their estate will be paid for any unused sick time at a rate of thirty percent (30%). Employees whose start date is after June 30, 2011 shall be eligible for the sick leave buyback program described above; however their accumulation shall be capped at 100 days. Employees whose start date is after July 1, 2016 shall be eligible for the sick leave buyback program described above; however their accumulation shall be capped at 100 days with a rate of twenty five percent (25%).

SECTION 6. REMOVED

SECTION 7. When an employee utilizes a sick day, they are prohibited from working overtime or details for a 24-hour period, commencing from the beginning of the shift the employee was originally scheduled to work. This restriction shall not apply when the use of sick time is occasioned by a medical appointment for the employee or the employee's family, as defined in Section 2 above, the employee has submitted a time off request as far in advance of the medical appointment as possible, and the employee provides written confirmation from the health care provider that the appointment occurred as soon as possible after the appointment.

SECTION 8. Should an Employee be hospitalized or incapacitated as a result of an accident, or sickness (exclusive of line of duty under doctor's care, medical certificate required), the Town Manager shall have the prerogative to grant up to six (6) months paid leave. In making such a grant, 50% of available time in the sick bank shall be used first.

ARTICLE 18: UNION SICK BANK

SECTION 1. The union sick bank is intended to be used in the case of an extended illness. Annually at the beginning of the fiscal year, each union member shall automatically contribute one sick day towards the sick bank. Members may contribute additional days to the bank at their discretion. Sick bank contributions shall not count as a sick day taken for the purposes of this contract.

SECTION 2: The sick bank shall be managed by a committee of three consisting of one union employee, one Town employee (mutually agreed upon) and the Chief of Police or his designee. All requests by members to utilize time from the sick bank must be done by written request to the committee unless physically unable to do so. All requests must be voted on by the sick bank committee with the majority vote ruling.

SECTION 3: The committee shall be authorized to grant up to thirty (30) days at a time.

ARTICLE 19: BEREAVEMENT LEAVE

In the event of the death of a member of the immediate family of an Employee, said Employee will be granted leave without loss of pay not to exceed five (5) days. Said leave will not be charged to sick leave or vacation leave. The Employee shall not be required to take said leave immediately after the death of the person, but may request said leave be granted commensurate with the funeral and related necessary arrangements. For the purpose of this article, immediate family shall mean: parents of Employee, spouse, or domestic partner; and spouse, domestic partner, children, brother and sister of Employee.

In the event of the death of an Aunt, Uncle, brother in law and sister in law, or Grandparents of the Employee, said Employee will be granted three (3) days leave without loss of pay.

ARTICLE 20: HOLIDAYS

SECTION 1. Full-Time Employees shall have the option of receiving an extra days pay for the holidays listed in the following section at their normal day's pay, (8.0 hours for the Patrol Division and 8.0 hours for the Communications Division) or having one (1) day off at their discretion. Said holidays to be taken off in the same manner as vacation days. For every five (5) holidays in a fiscal year that fall on a bargaining unit member's regular work day and they work their regular shift, they shall receive one administrative day to be used within six months provided it does not generate overtime.

SECTION 2. The following are the holidays applicable to the provisions in this agreement:

New Year's Day	Martin Luther King Day	Presidents Day	Patriots Day
Memorial Day	Independence Day	Labor Day	Columbus Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving	1/2 Day
Christmas Day	½ Day New Year's Day		Christmas Eve

And All other that may be certified as State holidays.

SECTION 3 Full Time Employees shall receive three (3) personal days per calendar year. Said personal days are to be taken in the same manner as vacation days.

SECTION 4. In the event that Town Hall is officially closed for an entire day due to inclement weather or an emergency, the bargaining unit members who actually work a full shift during Town Hall business hours on the closed day shall be granted an additional personal day. The personal day must be used within sixty (60) days and cannot generate overtime. This language does not apply to members who work outside details during the closure.

ARTICLE 21: VACATIONS

SECTION 1. In accordance with the following sections all full-time Employees are entitled to accrue vacation per full month worked for the months of January through October as follows:

DAYS OF VACTION		DAYS OF VACATION	
0-1	1.1	9-10	2.0
1-2	1.2	10-11	2.1

2-3	1.3	11-12	2.2
3-4	1.4	12-13	2.3
4-5	1.5	13-14	2.4
5-6	1.6	14-15	2.5
6-7	1.7	15-20	2.6
7-8	1.8	20-25	2.8
8-9	1.9	26-30	3.1

Vacation days may be accrued to a maximum of thirty (30) days

SECTION 2. All requests for vacation are to be submitted to the Chief or the Chiefs designee in writing not less than ten (10) days in advance of said vacation, but no more than one hundred and eighty (180) days. If the request is for a reason of emergency, than it shall be submitted in writing at the earliest possible time. Any vacation leave that exceeds three (3) continuous work cycles requires approval of the Chief of Police or the Chief's designee.

Vacations shall be granted if there is no other Employee from the same division scheduled for vacation at that time. In the event that two (2) requests are received on the same day, the request of the senior Employee shall be granted, unless a vacation request has already been approved for the junior Employee.

Vacations shall be granted under the following conditions:

1. Vacations shall be granted for the first person in each division requesting a day off.
2. Vacations may be granted to a second person in each division requesting the same day off under the following conditions:
 - a. Patrol Division, provided there are thirteen (13) or more full-time officers on dull duty status. (For purposes of this section, "full-duty status" shall mean full-time officers who are not on leave (sick leave, administrative leave, FMLA leave, etc.), who are not on light-duty or restricted-duty status, and who are not yet released for solo patrol (i.e. probationary officers assigned to the Field Training Program).
 - i. The request for the second Officer off on the same day does not generate overtime to cover the shift, except as indicated in ii, immediately below

- ii. An Officer may be the second Officer off on a single day off, requiring overtime, up to 4 times within a fiscal year (4 days representing a Patrol work week)
- b. Dispatch Division, provided there are 4 full time Telecommunicators and at least 3 part time Telecommunicators:
 - i. The request for a second Telecommunicator off on the same day shall be offered to part time Telecommunicators prior to full-time Telecommunicators and the request for the second Telecommunicator off on the same day does not generate overtime to cover the shift, except as indicated in ii, immediately below;
 - ii. A Telecommunicator may be the second Telecommunicator off on a single day off, requiring overtime by a full time Telecommunicator, up to 5 times within a fiscal year (5 days representing the Dispatch work cycle)

The Chief or the Chiefs designee shall notify the Employee in writing within five (5) working days of receiving said request of approval or denial of said request and if approved it shall be posted.

If the Chief or the Chiefs designee fails to answer the request in five (5) days, the request shall be considered approved, and the Employee shall be granted the vacation time, as requested and shall not be denied without prior approval of the Town Manager

SECTION 3. A request may be submitted to the Chief or the Chiefs designee in writing with less than twenty-one (21) day notice requesting up to a total of six (6) days off either singly or in total for each six (6) months periods (July-December / January-June). These days shall be granted if there is no other Employee from the same division scheduled for vacation at that time.

SECTION 4. REMOVED

SECTION 5. An Employee who requested to and does work during the Employee's vacation period shall be paid for regular hours at his regular rate of pay and for any overtime shall be paid at one and one-half (1.5) of his regular rate of pay.

SECTION 6. After an Employee has completed three years of service with the Town the Employee shall have the option of being compensated in cash for any unused vacation that the Employee has accumulated. Said payments shall be on the first pay period of June as requested by the Employee in writing by April 1. When payments have been applied for in writing, those days will be removed from the Employees accrued total.

SECTION 7. The Town Manager may grant a new Employee with prior training and experience, a bank of up to five (5) vacation days, and five (5) sick days, upon their start of employment.

SECTION 8. With the approval of the Town Manager, a new Employee may be placed in a higher rate of vacation accrual, based upon their years of service with another Police Department, at a rate of one (1) step for every two (2) years of service, with a maximum rate of 2.0 days per month.

ARTICLE 22: VACATION RIGHTS IN CASE OF LAYOFF OR SEPERATION

An Employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking the Employees vacation shall be compensated in cash for the unused vacation the Employee has accumulated at the time of separation.

In the event of death, any earned vacation shall be paid to a designated beneficiary and/or estate.

In the event that a full time Employee is laid off or separated from the service of the Employer without just cause, the Employee shall be compensated two (2) weeks regular pay.

ARTICLE 23: LONGEVITY BONUS

It is agreed that after a Full time Employee completes his/her sixth consecutive year of service, the Employee shall receive a longevity bonus of two hundred (\$200) dollars. Each municipal year thereafter the Employee shall have said longevity bonus increased one hundred (\$100) dollars for each year of service.

Upon completion of an Employee's:

Twentieth year of service	5% of base pay
Twenty-fifth year of service	7.5% of base pay
Thirtieth year of service	10% of base pay

ARTICLE 24: INCENTIVE PAY

SECTION 1. Full time Employee's shall receive remuneration in addition to the Employee's normal salary, for past and present academic achievement at accredited colleges and universities on the following basis. For the highest degree held, an annual bonus will be paid as follows:

Associates Degree	\$2,150.00
Bachelor's Degree	\$3,650.00
Master's Degree	\$5,150.00

Sixty (60) completed credit hours will be accepted in lieu of an associate's degree, but, in that case, an official transcript must be on file and all such credits must have been achieved with a grade of C or better. A copy of an official school diploma must be on file at the Town Accountant's Office.

SECTION 2. An additional incentive bonus shall be awarded to those Officers, who have a current Massachusetts certification as an Emergency Medical Technician (EMT), at the rate of One thousand dollars (\$1,000.00) per year; and One thousand dollars (\$500.00) per year for full-time Telecommunicators certified as Emergency Medical Dispatchers (EMD).

SECTION 3. Payments of all benefits under this Article are to be divided into two equal payments and paid twice a year, June and December. Payments are to be in arrears and an Employee must be in the employ of the Town at the time of payment to qualify.

ARTICLE 25: INSURANCE

SECTION 1. Eligible members of the bargaining unit may participate in any insurance plan offered by the Town. The Town shall deduct the employee's share from payroll checks for participating members in receipt of proper authorization. Life insurance shall be in the amount of twenty-five thousand dollars (\$25,000), straight life. A member of the Federation will serve on the Town's Employees Health Advisory Committee.

SECTION 2. The Town and the Federation acknowledge that the Town is a member of the Cape Cod Municipal Health Group (CCMHG). The parties acknowledge that the CCMHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Employer and the Federation both specifically waive any right to bargain over any and all changes made by the CCMHG to the plan(s) and benefits offered by the CCMHG.

SECTION 3. The Town agrees to sponsor a Town-wide voluntary Long Term Care Insurance Plan for Employees, at no cost to the Town, with 100% of the cost borne by the Employee

ARTICLE 26: UNIFORMS AND EQUIPMENT

SECTION 1: The Chief or the Chiefs designee shall supply all uniforms and equipment as prescribed by the Chief, to all Employees of the Truro Police Department. In addition, each full time Employee shall receive the sum of Five hundred and ninety-nine (\$599.00) dollars per year for the purpose of cleaning said uniforms. This money is to be paid in two (2) equal installments. The first installment to be paid on the first payday in December, the second installment to be paid on the last payday in June.

SECTION 2. All uniforms supplied after July 1, 1997 shall be of materials that do not require professional dry cleaning services.

ARTICLE 27: PRISONER TRANSPORTATION

The Chief or Chiefs designee will assign two (2) Officers for the purpose of transporting a prisoner(s) from one facility to another, when one of said facilities is situated off Cape Cod. In the event both facilities are situated on Cape Cod, the Chief or Chiefs designee shall use their discretion as to the assignment of Officers. All prisoners shall be transported in vehicles under the control of the Truro Police Department or other law enforcement agencies.

ARTICLE 28: TRAVEL REIMBURSEMENT

Travel and related expenses shall be reimbursed in accordance with the Selectmen's Travel Reimbursement policy. The Town will not reimburse any expenses incurred for the purchase of alcoholic beverages, tobacco products or lottery tickets.

The Town will not reimburse any travel expense unless such travel has been approved by the Chief of Police.

ARTICLE 29: PROMOTIONS

SECTION 1. Whenever the Town Manager deems there is a vacancy for the rank of Sergeant, it shall be filled within six (6) months from the time the position first is declared vacant. Said position shall be filled as outlined in Section 2.

SECTION 2. The following shall be the qualifications for promotion to the rank of Sergeant:

- a. Five (5) years as full time police officer for the Truro Police Department;

- b. Upon promotion, or prior to, pass any and all MPTC requirements for said position.
- c. The Town of Truro may substitute qualifications and training in place of years of service. Training and qualifications may consist of, but not limited to, prior investigative venues or policing experience, or experience within the department that would demonstrate the skills necessary to perform the required functions of the position.
- d. Whenever an officer is eligible for promotion to the rank of Sergeant, they may be required to take part in a structured promotional process as determined by the Chief of Police. Said process may include written testing, and oral interview panel, and consideration of the officers' training, experience, seniority, and past evaluations. The Chief of Police shall have the option to select from the top three (3) candidates for each available position.
- e. While every effort will be made to promote from within the Department, the Chief of Police may recommend to the Town Manager that selection of a police sergeant may require a search for candidate(s) outside of the Truro Police Department. If an outside search is authorized by the Town Manager, then any selected police sergeant shall meet the qualifications set forth in this section.

SECTION 3. An Acting Sergeant may be appointed by the Town Manager upon recommendation of the Chief and may be assigned by the Chief for a period not to exceed six (6) months.

SECTION 4. When filling the position of Lieutenant, every effort will be made to promote from within the department.

SECTION 5. The following shall be the qualifications for the position of Communications Supervisor:

- a. Five (5) years' experience with the Communications Division of the Truro Police Department
- b. APCO certified as a Public Safety Telecommunicator of equivalent

- c. EMD certified
- d. Be recommended by the Chief

SECTION 6. Whenever the Town Manager deems there is a vacancy for the position of Master Patrolman, it shall be filled within six (6) months of the date that the Town Manager deems that filling the position is necessary. A Master Patrolman falls under the Sergeant and above the Patrolman/Officer in the chain of command. For appointment to Master Patrolman, the following qualifications shall be required:

- a. Three (3) years as a full time police officer for the Truro Police Department. The Town of Truro may substitute qualifications and training in place of years of service, which may consist of prior investigative or policing experience or demonstrated competence in the skills necessary to perform the required functions of the position.
- b. Any officer that is eligible for appointment to Master Patrolman, may be required to take part in a structured appointment process as determined by the Chief of Police. Said process may include written testing, an oral interview panel, and consideration of the officers' training, experience, seniority, and past evaluations. The Chief of Police shall have the option to select from the top three (3) candidates for each available position.

ARTICLE 30: TRAINING

SECTION 1. All Officers shall complete or have satisfactorily completed a course of study at a regional or municipal police training school certified by the Massachusetts Police Training Committee (MPTC), prior to being assigned to any duties or assignments with the Truro Police Department. Reserve Intermittent Officers shall be guided and utilized according to a policy (TPD 2-8) developed by the Chief of Police. Said Policy shall be subject to any statutory bargaining obligations relative to such use or implementation.

SECTION 2. All full and part-time time Employees shall complete a Field- Training Program prior to being assigned to their duties. The administration of this program shall be guided by a Field Training Officer (FTO) Program Policy (TPD 8-3) under the direction of the Chief of Police. Said policy shall be developed by the Chief of Police and be subject to statutory bargaining obligations relative to such use of implementation.

SECTION 3. All Officers in Charge (OIC) shall be trained and guided by an OIC policy prior to being assigned to their duties. The administration of this program shall be guided by the Officer in Charge Policy (TPD 1-3) under the direction of the Chief of Police. Said policy shall be developed by the Chief of Police and be subject to any statutory bargaining obligations relative to such use or implementation. The Officer-in-Charge (OIC) designation as set forth in this agreement shall be in effect until the establishment and staffing of the Master Patrolman position within the Truro Police Department. Once a Master Patrolman appointment has been made, then the Officer-in-Charge (OIC) designation shall refer only to those officers who have at least two (2) years of continuous policing experience who have demonstrated sufficient knowledge and proficiency of the Truro Police Department Rules, Regulations and Procedures, as well as Local Bylaws and General Laws of the Commonwealth to work independently for an entire work shift.

ARTICLE 31: INJURY IN THE LINE OF DUTY AND LIMITED DUTY

SECTION 1. Telecommunicators: Whenever a Telecommunicator, is incapacitated for duty because of an injury or illness arising out of and in the course of employment, time absent shall not be deducted from the Telecommunicator's sick leave credits and the salary or wage paid to such Telecommunicator during such absence shall, for a period not to exceed six (6) months, be at the Telecommunicator's regular rate of compensation less any payment received from Worker's Compensation or any other insurance paid by the

Town, except for that paid as compensation for medical expenses. The following procedures for Telecommunicators shall apply at the expiration of the six (6) month period noted herein.

A Telecommunicator receiving Worker's Compensation may be requested by the Employer to submit to a medical examination by a registered physician furnished and paid for by the Employer. The Telecommunicator may have a physician provided and paid for by him/her at the examination. It is the duty of the Employer to file a copy of the report with the State Department of Industrial Accidents when such report is to be used as a basis for an order.

If the medical report provides that the Telecommunicator is capable of returning to the job held at the time of injury, or to light duty consistent with the Telecommunicator's physical or mental condition, as reported by said physician, the employer may take steps consistent with MGL. c152 to modify or terminate the worker's compensation benefits.

The employer may terminate the Telecommunicator's Worker Compensation benefits immediately if the Telecommunicator's treating physician reports he/she is capable of returning to the job previously held or to light duty.

SECTION 2. Officers: Whenever an officer is incapacitated for duty because of injuries sustained in the performance of his/her duty without fault of his/her own, he/she shall promptly notify the Chief, or such person as the Chief shall designate. Except as specified herein, on duty injuries shall be handled by the parties in accordance with MGL Ch. 41, S. 111 F

SECTION 2.1 An Officer receiving line of duties injury benefits under MGL Ch. 41, S. 111 F, who is certified by a Town designated physician (at the Town's expense) to be able to return to full duty, or to be able to perform limited duties, may be required by the Chief, in accordance with the procedures outlined herein, to either return to full duty or perform limited duty, as appropriate.

SECTION 2.2 (a) If, upon notification from the Chief, an Officer disagrees with the Town designated physician's determination that the Officer may be returned to full duty or assigned to limited duty, the Officer may be examined by a physician of his/her selection (at his/her expense) as expeditiously as possible. An Officer who disagrees with the determination of the Town's physician must notify the Chief, within five (5) days of his/her receipt of the Chief's notification, that he/she intends to be examined by a physician of his/her selection. The Officer's physician shall notify the Chief in writing of his determination

of the Officer's fitness to return to full duty or to perform limited duty as soon as possible after such examination, and in any event, in less than seven (7) days.

(b) If the report of the Officer's physician supports either a return to full duty or the assignment of limited duty, the Officer shall forthwith report for appropriate duty. Failure to report may result in disciplinary action.

(c) If the report by the Officer's physician does not support either a return to full duty or the assignment of limited duty, the Officer shall be examined by a neutral physician who is a specialist in the area of the Officer's injury. The Town's physician and the Officer's physician shall designate the neutral physician jointly as soon as practicable under the circumstances. The two (2) physicians shall endeavor to designate a neutral physician capable of examining the Officer within seven (7) calendar days of his/her designation as neutral physician. The costs of the neutral physician shall be borne equally by the Town and the Officer.

(d) If the report of the neutral physician supports either a return to full duty or the assignment of limited duty, the Officer shall forthwith report for appropriate duty, and failure to report may result in disciplinary action. If the report does not support either a return to full duty or the assignment of limited duty, the Officer shall remain on injured on duty status under either MGL Ch. 41, S. II IF.

(e) Each physician who administers an examination under this procedure shall be provided, by the Town, a sufficiently detailed description of the physical requirement of the task(s) to which the Officer shall be assigned if returned to full duty or assigned to limited duty. Each physician who determines that an examined Officer is capable of being assigned to limited duty, but is not capable of a return to full duty, shall be required to specify in his/her report which, if any, limited duty task(s) the examined Officer is capable of performing, and the recommended number of hours per day and per week that the Officer may be assigned to limited duty.

(f) If it is determined that the Officer is incapable of a return to full duty or the assignment of limited duty, the Town may reasonably require re-examination consistent with prior medical examinations.

SECTION 3. Limited duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with the employee's physical limitations/medical diagnosis (including pregnancy) including, but not limited to the tasks listed below:

- General clerical work
- Supervision
- Training
- Court work
- Public relations
- Other limited tasks agreed upon by the Chief and the Federation
- Dispatching by qualified individuals
- Investigative assistance
- School related work
- Administrative work

SECTION 4. It is understood by the parties that an employee will not be required to report for limited duty and sit idly if there is no legitimate limited duty work available.

SECTION 5. The Town agrees that an employee who works less than a full week of limited duty shall be considered to be on injured on duty status for that portion of the regular workweek during which the employee does not perform limited duty, and the employee shall be paid for such time in accordance with MGL Ch. 41, S. 111F.

SECTION 6. Employees assigned to limited duty shall be assigned to a shift consistent with other departmental assignments.

SECTION 7. Employees who are out on injured duty leave shall accrue benefits as follows:

Sick Leave: An employee on IOD stops earning sick leave when placed on IOD.

Holidays: An employee on IOD continues to receive holiday benefits as provided for under Article 20 of this Agreement.

Vacation: An employee on IOD stops accruing vacation time when placed on IOD.

Longevity Bonus: An employee on IOD continues to receive a longevity bonus as provided for under Article 23 of this Agreement.

Incentive Pay: An employee on IOD continues to receive Incentive Pay as provided for under Article 24 of this Agreement.

ARTICLE 32 SENIORITY

SECTION 1. Seniority shall mean an Employee's length of continuous service, within the Employee's classification, with the Employer since the Employee's latest initial date of continuous employment. A seniority list shall be established and posted in a conspicuous place within the police station. This list shall be furnished annually on July 1st by the Chief and updated upon written request by the Federation.

SECTION 2. Seniority shall not be affected by vacations, sick leave, military leave, injury time sustained in the line of duty, unlawful suspension, or any other leave of absence agreed upon between the Employer and the Employee. Badge numbers shall be assigned with the lowest number to the most senior officer.

SECTION 3. A chain of command within the department shall be established by the Chief and posted in a conspicuous place within the police station.

ARTICLE 33 JOB SECURITY

SECTION, 1. Sergeants, Master Patrolmen, Officers, Detective, and Telecommunicators, having completed a probationary period of twelve months, within their classification, from the time of appointment to the police department or having been promoted to a higher rank and having received a satisfactory recommendation from the Chief and the Town Manager, shall be appointed to a permanent position and have tenure within their classification. Tenure being defined as, no longer being a probationary Employee.

SECTION 2. Any Employee whose position is abolished because of lack of money or abolition of position, shall be separated from service by rank and grade and be reinstated therein in the same position as that formerly held by them according to their seniority in the department, so that the senior Employees in length of service shall be retained the longest and reinstated first, provided, however, that such reinstatement is made within a period not exceeding three (3) years after the date of separation.

SECTION 3. Before any action is taken to effect such separation from service of any Employee, four (4) weeks written notice shall be given.

SECTION 4. If before action is taken to effect such separation, and within said seven days, an Employee files the Employee's written consent with the appointing authority, that employee shall be demoted to the next lower grade or rank in succession, if in such lower rank or grade there is any Employee junior to that Employee in length of service.

SECTION 5. As soon as a position or money is available, Employees so demoted shall be restored to the rank and grade formerly held by them, according to their seniority.

ARTICLE 34: COMPLAINTS AGAINST AN EMPLOYEE

SECTION 1. All written complaints against an Employee shall be investigated by the Lieutenant. Upon completion of the investigation, a report shall be submitted to the Chief for review. After said review, a copy of the report and complaint and report shall be presented to the Employee.

ARTICLE 35: DISCIPLINARY ACTION

SECTION 1. Disciplinary action may be imposed on an Employee for failing to fulfill the Employee's responsibilities as an Employee as referred to in Massachusetts General Laws and/or departmental regulations.

Any disciplinary action or measure imposed upon an Employee may be processed through the regular grievance procedure. If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee in public.

SECTION 2. The Employer shall not discharge any Employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employee involved will be suspended for five (5) days. The Employee and the Federation President will be notified in writing that the Employee has been suspended and is subject to discharge.

The Federation shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and may advance through the arbitration step if necessary.

An Arbitrator's remedial power in the case of unjust suspension or discharge shall include, but not be limited to, reinstatement of all other rights and conditions of employment.

SECTION 3. In the event that an employee is discharged, said employee shall be served with a written statement, detailing the following:

- a. The reason for said dismissal,
- b. The effective date of said dismissal,
- c. The status of fringe and retirement benefits, and
- d. The content of the employee's employment record relating to the dismissal.

ARTICLE 36: GRIEVANCE PROCEDURE

A grievance between the parties which involves interpretation or application of the express terms of this agreement, disposition of which is not provided for in a law, rule or regulation, shall be settled in the following steps as outlined below:

STEP 1. The aggrieved Employee, with or without Federation representation or the Federation itself, on behalf of its membership, shall present the grievance in writing within thirty (30) days, of the incident upon which the grievance is based, to the Chief. The Chief shall adjust the grievance at once or within three (3) days, excluding Saturdays, Sundays or holidays, schedule a hearing to hear the matter.

STEP 2 If no satisfactory resolution is forthcoming from the Chief within five (5) days, excluding Saturdays, Sundays and Holidays, after said hearing the Employee may appeal in writing to the Town Manager. The Town Manager shall schedule a hearing with the Employee and the Employee's representative, if any, within ten (10) working days, excluding Saturdays,

Sundays and Holidays. The Town Manager shall respond in writing within ten (10) working days, excluding Saturdays, Sundays and Holidays.

STEP 3 If the grievance has not been settled by Step 2, either party may refer it to arbitration within fifteen (15) days of the disposition of the Step 2. If an Arbitrator cannot be agreed upon, the parties shall submit the matter to the American Arbitration Association for selection in accordance with their procedures except where otherwise provided in this agreement.

The Arbitrator's decision shall be supported by substantial evidence found in the record as a whole. The decision shall be in writing with a full statement of findings and reasons. The decision of the Arbitrator shall be final and binding on the parties; provided that the Arbitrator shall have no power to modify, amend, or alter this agreement. The expense of arbitration shall be borne equally by the parties.

STEP 4 If the aggrieved matter is on a decision by the Chief, then the Employee has the right to bypass Step 1 and proceed directly to Step 2. By agreement of both parties, a meeting shall be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting. By mutual agreement the time limits in the grievance procedure may be extended.

RECORDS In order to protect the individual or collective rights of members who are the subject of a grievance, or involved in an issue that is grieved, all materials relevant to that grievance investigation shall be kept strictly confidential and under lock and key by the Chief of Police and the Federation President. Both parties may not divulge any information concerning the aforementioned to any party unless specifically authorized by law, or by express authorization from the persons involved.

ARTICLE 37: LEAVE OF ABSENCE

Leave of absence may be granted to an Employee but in any event shall be granted for the following reasons:

SECTION 1. Military Leave. Military leave of absence with full pay, not to exceed twenty (20) days per Town fiscal year, for days on military duty.

SECTION 2. Family and Medical Leave Act The Town is committed to following the Federal Family and Medical Leave Act (FMLA), as the same may be amended from time to

time. The FMLA year shall be calculated on a 12 month period measured on a backward basis. Employees shall be required to use any accrued and available paid leave concurrently with the FMLA leave.

SECTION 3. Small Necessities Leave Act

Employees who are eligible for twenty-four (24) hours leave pursuant to the Small Necessities Leave Act (G.L. Chapter 149, Section 52D) must substitute any accrued paid vacation leave or personal leave for any of the leave provided under the Act.

To be entitled to leave employees must provide notice to the Department Head as follows:

- a. If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance; or
- b. If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case; and
- c. Employees must complete the attached certificate form.

Employee's Certification

I certify that on _____ I will/did take _____ hours of leave for the following purpose:

_____ To participate in school activities directly related to the education or advancement of a son or daughter.

_____ To accompany the son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations.

_____ To accompany an elderly relative to routine medical or dental appointments or

for other professional services related to the elder's case.

Employee's Name: _____ Date: _____

SECTION 4. Full-time Employees may apply for a leave of absence without pay when the Employee has completed the probationary period. Requests shall be based upon

good and sufficient reason, must be in writing to the Chief or the Chiefs designee, and shall be subject to the approval of the Town Manager.

SECTION 5. Leaves of absence shall not be granted for more than six (6) months, but upon approval of the Town Manager, such leaves may be extended in additional increments up to six (6) months, but not normally to exceed twelve (12) months in the aggregate; or in accordance with the U.S. Employment and Reemployment Rights Act (USERRA) Title 38 USC Ch. 43 for military duty.

SECTION 6. Employees granted a leave of absence without pay will not accrue credit for sick, vacation or other types of paid leave. Employees may continue in various Town insurance programs by paying the full cost themselves.

ARTICLE 38: FITNESS STANDARDS

The parties acknowledge that the health and physical fitness standards and regulations set forth in M.G.L. C.31 § 61A are applicable to all officers covered by this agreement who were appointed after November 1, 1996.

Such officers are required to maintain their health and physical fitness at a level which meets the standards and shall undergo medical and physical fitness examinations (hereinafter, "in-service examinations") as required by M.G.L. C31 § 61A.

The Federation agrees to allow the Chief access to the results of such in-service examinations. The Town agrees to provide the officer involved with copies of any and all documents obtained.

ARTICLE 39: ACADEMY COST ABATEMENT

All Officers attending a full time police academy while employed with the Town of Truro shall participate in the Academy Cost Abatement Program. The administration of this program shall be guided by the Academy Cost Abatement Program (TPD 2-21) under the direction of the Chief of Police. Said policy shall be developed by the Chief of Police and be subject to any statut01y bargaining obligations relative to such use or implementation.

ARTICLE 40: PERFORMANCE EVALUATION

Annually in the month of June a performance evaluation shall be conducted on each employee in accordance with the Employee Performance Evaluation Policy of the Truro Police Department.

ARTICLE 41: STABILITY OF AGREEMENT

- a. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Anything not specifically in this agreement is not a part of the agreement unless incorporated by reference.
- b. Any agreements, practices, benefits, privileges, or understanding, oral or written, made prior to January 1, 2001, benefiting an employee or employees covered by this Agreement shall remain in full effect unless and until a provision of this Agreement, a grievance, Act of Legislature, decision of the Court, or negotiated or bargained agreement, practice, privilege, or understanding, either changes or contradicts that which is already in place. After January I, 2001, all agreements, practices, benefits, privileges, or understandings, benefiting an employee or employees covered by this contract shall not be controlling or in any way effect the relations between the parties unless and until such agreements or understanding have been reduced to writing and duly executed by both parties.
- c. The failure of the employer or the Federation to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Federation to future performance of any such term or condition and the obligations of the Federation and the Employer to such future performance shall continue in full force and effect.
- d. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Federation and the Town Manager or its designee.
- e. Should any provision of this Agreement or any supplement thereto become invalid by an Act of the Legislature or decision of a Court or tribunal of competent jurisdiction, or if

compliance with enforcement of any such provisions should be restrained by court, all other provisions of this Agreement and any supplement thereto shall remain in force



ARTICLE 42: SIGNATURE PAGE

We, the undersigned, on behalf of the Town and the Federation,
do hear by accept and approve this agreement attached,

Truro Police Employee's Federation

Steve Raneo - President

Martha Wheeler - Negotiator

Jacquelyne Mastrianna - Negotiator

Town of Truro

Robert Weinstein – Chairman
Board of Selectmen

Maureen Burgess – Vice Chairman
Board of Selectmen

Janet Worthington – Board of Selectmen

Paul Wisotzky – Board of Selectmen

Kristen Reed – Board of Selectmen

Rae Ann Palmer, Town Manager

Jamie Calise, Chief of Police

Appendix A - Article 12 Compensation

FY 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant		36.31	37.04	37.78	38.54	39.30
Master Patrolman		32.17	32.50	32.83	33.49	34.16
Patrolman		27.98	28.98	29.94	30.90	31.85
Student /Reserve Officer	27.04					
Admin Assistant	27.69	28.83	29.68	30.58	31.50	32.44
Comm Supervisor	27.30	28.59	29.45	30.33	31.24	32.18
Tele Comm	24.20	24.95	25.69	26.50	27.22	27.98
PT (w/o reg sched) Tele Comm	24.20	24.95	25.69	26.50	27.22	27.98
Matron	24.20					

FY 2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant		37.04	37.78	38.54	39.31	40.09
Master Patrolman		32.81	33.15	33.49	34.16	34.84
Patrolman		28.54	29.56	30.54	31.51	32.49
Student /Reserve Officer	27.58					
Admin Assistant	28.24	29.41	30.27	31.19	32.13	33.09
Comm Supervisor	27.85	29.16	30.04	30.94	31.86	32.82
Tele Comm	24.69	25.45	26.21	27.03	27.77	28.54
PT (w/o reg sched) Tele Comm	24.69	25.45	26.21	27.03	27.77	28.54
Matron	24.69					

FY 2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant		37.78	38.53	39.31	40.09	40.89
Master Patrolman		33.47	33.81	34.16	34.84	35.54
Patrolman		29.11	30.15	31.15	32.14	33.14
Student /Reserve Officer	28.13					
Admin Assistant	28.81	29.99	30.88	31.82	32.77	33.75
Comm Supervisor	28.40	29.75	30.64	31.56	32.50	33.48
Tele Comm	25.18	25.96	26.73	27.57	28.32	29.11
PT (w/o reg sched) Tele Comm	25.18	25.96	26.73	27.57	28.32	29.11
Matron	25.18					