

**AGREEMENT BETWEEN**  
**THE TOWN OF PALMER, MASSACHUSETTS**  
**AND**  
**NEW ENGLAND POLICE BENEVOLENT**  
**ASSOCIATION, LOCAL #071**

**Effective July 1, 2022 and expires on June 30, 2025**

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This Agreement is made and entered into on this 27<sup>th</sup> day of June, 2022, by and between the Town of Palmer, Massachusetts, hereinafter referred to as the 'Town' and the New England Police Benevolent Association, Local # 071, hereinafter referred to as the 'Union'.

### **PREAMBLE**

The purpose of this agreement is to promote and improve relations now existing between the Town and the Union, to establish wages, hours, basic conditions and the fair disposition of grievances of employees covered hereby.

### **1. ARTICLE I. RECOGNITION**

- a. The Town recognizes the New England Police Benevolent Association, Local # 071, as the exclusive representative for the purposes of collective bargaining as defined in Chapter 150E of the General Laws with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all full-time police officers of the Town of Palmer, Massachusetts, but, excluding the Chief, any position above the rank of Sergeant, police department clerical employees, part-time patrol officers and school crossing guards.

### **2. ARTICLE II. MANAGEMENT RIGHTS**

- a. The Town of Palmer and the Union agree that the provisions of this agreement shall be expressly limited to hours, wages, and working conditions of the employees who are covered by this agreement, and no provisions shall be construed to restrict the Town from the management of its Police Department. The Town retains the full right to manage its Police Department services, and may exercise without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government including, but not limited to, the right:
  - to determine the force and composition of the working force;
  - to determine the quantity and type of equipment used;
  - to determine the work complement of such equipment;
  - to demote, suspend, discipline or discharge employees, and in the case of permanent employees, subject to just cause;
  - to hire;
  - to layoff;
  - to assign, change and/or reassign from time to time officers to shifts subject to Articles VI and VII and applicable law;
  - to transfer;
  - to determine the qualifications and requirements required for the

- promotion of any employee;
- to schedule the working force;
- to promulgate, amend and enforce rules, regulations, standards of conduct, operating and administrative procedures from time to time as the Town deems necessary to implement and carry out the Town's rights under this contract; provided, however, unless there is an emergency, the Chief shall notify the Union of his intention to implement a new rule or change an existing rule, and the Chief will discuss same with the Union prior to issuing the new or changed rule.
- to evaluate officers, which evaluation right shall include establishment of the evaluation instrument, the frequency of the evaluations, the conducting of verbal and written evaluations of officers. The form of the evaluation instrument shall be subject to impact bargaining with the Union;
- to create and change shifts, including establishing and changing from time to time shift times, and determining the number of shifts and the changing of the number of shifts, subject to Articles VI and VII;
- to require that officers wear body armor issued by the Town while on duty, provided the Town purchased the body armor;
- to appoint or promote officers,
- to inspect, examine, and search from time to time officers' lockers at the station;
- to establish from time to time uniform standards, including the uniform of the day, the type, quality, color and brand of uniform, and the determination of the weapons to be carried by officers;
- to establish from time to time dress codes, subject to impact bargaining;
- to inspect the uniform worn by officers and all issued equipment; and to enforce compliance by officers with Department dress codes and equipment requirements;
- to institute from time to time technological changes, subject to impact bargaining over the implementation of GPS, cruiser cameras or body cameras;
- to train officers, including but not limited to in-service and physical fitness training, provided, however that any physical fitness training program shall be subject to impact bargaining.

and all other management rights unless altered by this agreement and/or laws, and promulgate reasonable rules and other inherent rights not herein specified.

- b. This Agreement has not been designed to violate any Federal, State, County or municipal laws, nor shall anything in this agreement be interpreted as diminishing the right of the employer to determine the prescribed methods and means by which its

operation of the Police Department shall be conducted, except as may otherwise be provided in this agreement. All job benefits not covered by this agreement and heretofore enjoyed by the employees will continue under conditions upon which they have been previously granted. This agreement shall not be construed to deprive employees of any benefit or protections granted by the laws of the Commonwealth of Massachusetts.

- c. If the Town decides to implement an Epi-pen program or a Narcan program, the implementation of those programs shall be subject to impact bargaining.

**3. ARTICLE III. WAGES**

It is recognized that the town has an exclusive managerial right in hiring officers. As such, the Town Manager, as the appointing authority, or, their designee, may negotiate with a newly hired officer a starting salary, vacation leave, and all other benefits afforded fulltime police officers covered by this agreement.

Newly hired officers may be placed at specific steps/grade on the wage scale and advance accordingly, at the discretion of the appointing authority, with consideration given to experience/qualifications, training, POSTC certification status, MPTC Certifications and/or current trends affecting the candidate pool.

**The wage scale will be structured as follows for Patrol Officer:**

- Eliminate Senior Patrol grade (new Step3)

**Effective July 1, 2022 (Reflects 3% Increase)**

<b>Step/Grade</b>	<b>Time in step</b>	<b>Hourly wage</b>	<b>Weekly (37.5 hrs.)</b>
Step 1, Class C Patrol Officer	1 year	\$25.63	\$961.23
Step 2, Class B Patrol Officer	1 year	\$27.61	\$1,035.66
Step 3, Class A Patrol Officer	Top Step	\$32.50	\$1,219.09

**Effective July 1, 2023 (Reflects 3% Increase)**

<b>Step/Grade</b>	<b>Time in step</b>	<b>Hourly wage</b>	<b>Weekly (37.5 hrs.)</b>
Step 1, Class C Patrol Officer	1 year	\$26.40	\$990.06
Step 2, Class B Patrol Officer	1 year	\$28.44	\$1,066.72
Step 3, Class A Patrol Officer	Top Step	\$33.48	\$1,255.66

**Effective July 1, 2024 (Reflects 3% Increase)**

<b>Step/Grade</b>	<b>Time in step</b>	<b>Hourly wage</b>	<b>Weekly (37.5 hrs.)</b>
Step 1, Class C Patrol Officer	1 year	\$27.19	\$1,019.76
Step 2, Class B Patrol Officer	1 year	\$29.29	\$1,098.72
Step 3, Class A Patrol Officer	Top Step	\$34.48	\$1,293.32

**The wage scale will be structured as follows for Sergeants:**

- Eliminate Staff Sergeant grade
- All Acting Sergeants shall be paid at Sergeant step 1, only permanent Sergeants are eligible for step 2 after 1 full year in grade at step 1.

**Effective July 1, 2022 (Reflects 3% Increase)**

Step/Grade	Time in step	Hourly wage	Weekly (37.5 hrs.)
Sergeant Step 1	1 year	\$35.38	\$1,326.95
Sergeant Step 2	Top Step	\$39.18	\$1,469.34

**Effective July 1, 2023 (Reflects 3% Increase)**

Step/Grade	Time in step	Hourly wage	Weekly (37.5 hrs.)
Sergeant Step 1	1 year	\$36.44	\$1,366.75
Sergeant Step 2	Top Step	\$40.36	\$1,513.42

**Effective July 1, 2024 (Reflects 3% Increase)**

Step/Grade	Time in step	Hourly wage	Weekly (37.5 hrs.)
Sergeant Step 1	1 year	\$37.54	\$1,407.75
Sergeant Step 2	Top Step		\$1,558.82

<b>Detective</b>	+\$15.00/week when assigned
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A. Shift Differential.

Effective July 1, 2022

4-12 shift: \$6.00 per 8-hour shift worked

12-8 Shift: \$8.00 per 8-hour shift worked

B. Officer in Charge of a Shift.

If a patrol officer is in charge of any full shift, he/she receives \$5.00 per shift. Effective July 1, 2017, if a patrol officer is in charge of any full shift, he/she receives \$8.00 per shift.

C. Compensatory Time (5 and 2 Schedule).

1. Officers assigned by the Chief of Police to a work schedule other than the four and two (4-2) work schedule, such as Court Officer or School Resource Officer, will be compensated by the Town by receiving an equal number of Administrative Days off, pro rata, as are necessary to compensate for the extra

days worked in addition to that which would have been required under the 4-2 work schedule.

2. For example, an officer assigned a 5-2 work schedule such as Monday through Friday for a year, will receive an additional seventeen (17) days off each year to be taken at a time which is agreeable to the Chief of Police and the officer and will be subject to reasonable notice provisions as set forth by the Chief, and provided further that the officer shall have no more than five (5) days leave available at any period of time. All work shifts to be eight (8) consecutive hours.
3. The School Resource Officer shall be required to schedule compensatory leave days when school is not in session.

#### 4. ARTICLE IV. CLOTHING ALLOWANCE

- a. The clothing allowance is One-Thousand-Two-Hundred dollars (\$1,200.00) effective July 1, 2022.
- b. A new full-time Patrol Officer will be allotted One-Thousand-Two-Hundred dollars (\$1,200.00) effective July 1, 2022, [the Town shall be responsible to equip recruit officers attending a full-time police academy].
  - i. The Town owns all uniforms purchased under this Article, and when the uniforms become unusable, or upon an employee's termination or resignation, the uniforms will be returned to the Town.
- c. Clothing consists of outer clothing as follows:
  - i. Shirts, ties, trousers, blouses, caps, reefers, raincoats, socks, and shoulder emblems, and any other essential equipment.
  - ii. Footwear consists of the following: shoes, boots, etc.
  - iii. Footwear worn by officers may be purchased from the designated dealer or the officer has the option to purchase from any other reputable outlet.
- d. Purchase is to be substantiated to the Chief of Police by visual evidence and receipt of purchase of the same, but in no case will an officer be reimbursed for any amount greater than the price of the selected dealer.
- e. Allowances not spent in year will be forfeited.
- f. Effective July 1, 2018, any officer on injured-on-duty leave for an entire fiscal year shall not be eligible for a clothing allowance for such fiscal year under this Article.

## 5. ARTICLE V. VACATIONS

- a. Permanent full-time police officers employed by the Town of Palmer will be credited with vacation time on their anniversary of date of hire with the Town as a full-time police officer, and shall be entitled to vacation pay at the normal week's pay rate as follows:
  - i. Employees hired after July 1, 1994, shall accrue and receive their vacation entitlements based on their anniversary date of hire as a permanent full-time police Officer.
  - ii. Vacation time is to be accrued as of calendar year AFTER the first anniversary date.
- b. At least one (1) but less than five (5) years of service shall be granted a vacation of two (2) weeks (minimum ten (10) working days); at least five (5) but less than ten (10) years, three (3) weeks (minimum fifteen (15) working days); at least ten (1) years but less than twenty (20) years, four (4) weeks (minimum twenty (20) working days); twenty (20) years or more, five (5) weeks (minimum of twenty-five (25) working days).
- c. The number of officers and/or sergeants on vacation at the same time will be at the Chief's discretion; patrol persons to post their first two-week selection by January 15th of each year; a third week to be posted by February 15th and the fourth and fifth weeks by March 1st (if patrol person is entitled to such weeks). Schedule to be acted on by the Chief no later than March 15th.
- d. All vacations will start on Monday and run through the following Sunday. Anyone desiring to do so may take one (1) week of vacation in days off. This will consist of either one (1) or two days off at intervals until a total of five (5) days are used which will then amount to one (1) week's vacation. These requests for single days off are subject to the approval of the Chief of Police and, should be requested at least a week in advance so that arrangements can be made to fill the shift.
- e. Employees may carry over to the following year, on a non-cumulative basis, a maximum of two (2) weeks (ten (10) days) of vacation or seventy-five percent (75%) of the employee's accumulation as of his/her anniversary date (i.e. if an employee received five (5) weeks of vacation on his/her anniversary date he/she would be allowed to carry over two and one half (2½) weeks of vacation time) whichever is greater.
- f. Any officer on injured-on-duty leave for more than three hundred sixty-five (365) consecutive days shall not receive further vacation leave credit for the period of time he/she is on injured-on-duty leave.

## 6. ARTICLE VI. HOURS OF DUTY

- a. The regular members of the police department shall be divided by the Chief of Police into three (3) groups of daily service as follows: (except as hereinafter set out)
  - i. The first group shall work 12:00 midnight to 8:00a.m. and shall be referred to as the "First Shift". All employees assigned to this shift shall be assigned according to seniority.
  - ii. The second group shall work 8:00a.m. to 4:00p.m. and shall be referred to as the "Second Shift". All employees assigned to this shift shall be assigned according to seniority.
  - iii. The third group shall work 4:00p.m. to 12:00 midnight and shall be referred to as the "Third Shift". All employees assigned to this shift shall be assigned according to seniority.
  - iv. The Chief of Police shall have the authority to use Reserve Police officers/Special Police officers/Part-time Police officers on a 7:00 p.m. to 12:00 midnight shift.
  - v. "Fill-In Shift" (variation of day and afternoon shifts and late watch). All employees assigned to this shift shall be assigned according to seniority. The employer may create a 7:00p.m. to 3:00a.m. shift. The officer assigned to this shift shall be a newly hired police officer if it has not been filled through shift bidding.
- b. The Chief of Police may modify the starting and ending times of existing work shifts by up to one (1) hour in addition to the current shifts in order to meet operational needs. If the Chief does institute these new shifts, the shifts will be posted for bidding at least seven (7) days before implementation. The most senior officer bidding on the modified shift will be given the position. If no officer wishes to work the modified shift, it shall be assigned to the least senior officer assigned to the shift where the modification occurred.
- c. A schedule of all posts, which must be covered every day, seven days a week throughout the year, will be established. Officers assigned to work these posts shall be assigned from the group according to the time of day the posts are covered except as follows:
  - i. A member may be assigned to any shift caused by a vacancy. The member can be from any shift with the senior member being allowed first choice.
  - ii. Members may be advanced on a voluntary basis but, reserve the right to remain in their respective group, therefore the next officer by seniority may fill the vacancy.
  - iii. Schedules may be changed for only temporary emergencies due to actual absences or out of public necessity and seniority shall prevail at all times.
- d. Each week, at least one week in advance, a definite reporting time and working schedule covering all regular employees shall be posted by the employer. These schedules may be changed subject to Paragraph 6.c.iii above.

**7. ARTICLE VII. FOUR AND TWO SCHEDULE**

- a. The standard work schedule shall consist of the repeated sequence of four consecutive days consisting of eight continuous hours of duty per day, followed by two consecutive days off from work without loss of pay. If an additional shift is worked as a result of a line change, the officer shall not receive any additional compensation if the line change was voluntary. The officer shall receive additional compensation if the line change was involuntary.

**8. ARTICLE VIII. OVERTIME**

- a. Overtime is all time spent at the request of Chief of Police or supervisory personnel outside of employee's regular scheduled hours.
- b. The employee's pay schedule shall be from Sunday to Saturday in accordance with the present pay system of the Palmer Police Department. Effective upon the signing of this Agreement, an officer's straight time base rate of pay shall be determined by dividing his/her regular weekly pay by thirty-seven and one-half hours (37.5 Hrs.) as set forth in Article 3, a. of this agreement.
- c. Effective upon the signing of this Agreement, to determine an officer's hourly overtime rate of pay, multiply the officer's straight time hourly base rate of pay, as provided for in paragraph 8.b. above, by one and one half (1.5).
- d. Officers shall not be entitled to any additional pay for overtime services, where the overtime service does not exceed fifteen minutes (15 min.). If the overtime service does exceed fifteen minutes (15 min.), the officer will be paid at the rate of one and one-half times (1.5) his/her regular rate of pay to the next one-quarter hour (.25 hr).
- e. Any police officer recalled to work, after completing his/her regular scheduled shift, shall be paid in accordance with this article, with a minimum of two (2) hours.
- f. Overtime will be distributed equitably to those employees who signify their desire to work such overtime in advance so far as it is determined it will not adversely affect the efficiency of the police department.
- g. The Chief of Police shall have the authority to use Reserve Police officers/Special Police officers/Part-time Police officers on a 7:00p.m. to 12:00 midnight shift.
- h. Before any overtime is offered to Reserve Police officers/Special Police officers/Part-time Police officers, it shall first be offered to regular off-duty police officers with the exception being the shift set forth in Section G, when Reserve Police officers/Special Police officers/Part-time Police officers can be used at all times at the discretion of the Chief.

- i. Payment for overtime as described in this section will be distributed no later than the pay period immediately following the time it is earned and submitted to the payroll office for disbursement.
- j. If an error is made as to the assignment of overtime, excluding outside police details, the town shall correct the inequity by scheduling the police officer for as many four (4) hour radar shifts as necessary to correct the inequity. These radar shifts shall be scheduled at the convenience of the employer and the employee in question within one month and shall be considered as additional to any other overtime that becomes available. These officers shall work a shift of radar patrol only and will not be called to any other duty except in the event of an emergency and only after all other officers on duty have been called.

## **9. ARTICLE IX. EXTRA POLICE DUTY**

- a. All extra duty assignments shall be made by the Chief of Police or his/her designated representative. An employee who desires assignment to extra duty work shall so notify the designated officer in advance. Employees who indicate their availability or extra duty work will be offered assignments as they become available.
- b. Extra duty police officers shall receive pay in accordance with the following pay schedule.
  - i. The rate for outside details will be one and one half (1.5) time the Sergeant 12-8 shift rate of pay **at the top step**<sup>1</sup> with a minimum of four (4) hours. Police officers working more than eight (8) consecutive hours shall have their extra duty detail rate adjusted to time and one-half for all hours worked after eight (8). Outside detail pay will be paid for any and, all work performed for: A private contractor, the Regional School District or Local School District, the water districts, and all subcontracted work (Town, School or private). Overtime (one and one half (1.5) times the officer's regular rate of pay) will be paid for all hours worked for the Palmer Department of Public Works.
  - ii. Officers who are on vacation shall be called last to work overtime and outside duty details.
  - iii. Officers who work extra duty assignments in another municipality where the "extra duty rate of pay" is higher than the rate described in section b(i) shall receive the higher rate of pay.

## **10A. ARTICLE IX(A) BI-WEEKLY PAYROLL**

- a. Effective July 1, 2017, The Town may convert the existing weekly payroll system to a bi-weekly payroll system provided, however, that the Town gives a 90-day notice to the

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<sup>1</sup> **The 12-8 shift rate of pay for purposes of the extra duty detail rate shall include shift differential.**

Union and employees of such change and the change will be implemented in the other departments of the Town.

- b. The Town agrees that implementation of the bi-weekly payroll shall be done in a month with three payroll periods. The Town shall notify the Union of the 3-payroll month in which the changeover will take place.

#### **10B. ARTICLE IX(B) DIRECT DEPOSIT**

Effective July 1, 2019, or on such later date as may be determined by the Town, as a condition of employment, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check, provided, however, that the Town will provide paper documentation of the direct deposit to any employee who requests it.

#### **10. ARTICLE X MODIFIED DUTY**

- a. The intent of this policy is to provide a procedure and mechanism for identifying employees who, although unable to perform full duty, are capable of performing meaningful work within the scope of a police officer's function; assigning them appropriate tasks and work schedules; monitoring their medical condition by a physician to determine whether limited duty should be ended or continue, either by a return to full duty or by termination of employment. The purpose is to allow injured employees the opportunity to contribute to the work and productivity of the department and, where possible, protect personal sick leave accumulation. This policy is not intended as a substitute for the provisions of MGL c. 41 § 111 F, but rather as an alternative to employees. The Union also has the right to request a meeting with the Chief of Police and/or Town Manager to review the opportunity for any particular police officer who qualifies for possible modified duty under the provisions of this Article.
- b. This policy shall apply to employees who have been injured on duty (I.O.D.) within the meaning of MGL c. 41 § 111F, and employees who are on sick leave benefits for non-work related accident or injury.
- c. If an employee on work-related injury declines to accept a modified-duty assignment, he or she will not, in the future, be eligible to participate while on non-work related sick leave.
- d. Injuries and/or illnesses sustained in the performance of duty shall be handled in accordance with MGL c. 41 § 111F except as specified in this agreement.
- e. If, after missing Sixteen (16) scheduled working tours, an officer out on I.O.D. is

unable to return to full duty, the Chief of Police, after review with the Union, may assign an officer who is recovering from job-related sickness or injury to modified duty while the officer is awaiting medical clearance to return to regular duty, pending examination by the Town physician and consultation and agreement with the officer's attending physician.

- f. If the Town physician and attending physician are unable to agree concerning the officer's ability to perform modified duty, the two shall select a third impartial physician, in the relative specialty area, from a list or panel of Massachusetts physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts or the Medical Society in cooperation with the parties hereto, such physician, at the Town's expense, shall so examine the employee and render this opinion as aforesaid. Pending receipt of such advisory opinion and action of the Town physician thereupon, the Town shall not require the employee to return to full duty and shall continue to fully compensate him/her for lost time incident to any such absence.
- g. Each physician who administers an examination under this procedure shall be provided by the Town, a detailed analysis of the physical requirements of the modified duty tasks specified herein below and shall be asked to make their determination of the fitness of the examined officer to perform the specific physical requirements of each modified task. Each doctor's report shall specify which, if any, modified duty task the examined officer is not capable of performing. Each shall have access to all pertinent medical records.
- h. The determination of the third examining physician shall be binding on all parties. If indicated, such modified duty shall be effective immediately. If not indicated, the officer shall continue to be carried on I.O.D. status. The Town shall have the right to obtain full medical information and records pertaining to the subject injury for any employee on I.O.D. The Town may also request periodic reports from the employee's attending physician on the issue of continuing disability for duty and may, pursuant to MGL c.41 § 111F, require an examination at Town expense by a Town designated physician regarding the issue of continuing disability and/or fitness or return to duty. The examination shall be limited to the subject area of the disability claimed and, in any event, shall not occur more often than once every six (6) weeks, unless the Chief of Police finds facts that indicate there is a question of whether the officer may return to full duty.
- i. In the event the foregoing procedure results in a determination that modified duty is inappropriate, the Town will be free to reinstate the procedure after a reasonable period of time or if it has reason to believe the physical condition of the officer has improved.
- j. In the event a police officer is assigned to modified duty, such duty shall not interfere with on-going medical treatment. During any period when modified duty is being performed, if the police officer loses work time and such loss is related to a line of duty injury the lost time shall be charged to injured leave status and not sick time. Officers on modified duty shall be permitted to receive required medical treatment during assigned

duty hours.

- k. Modified duty status shall cease when the officer is either capable of returning to full duty status or retires. Modified duty status shall continue throughout any appeal of an adverse medical panel and/or Retirement Board ruling.
- l. An officer injured while on an off-duty status shall be equally eligible for modified duty on a voluntary basis, subject to approval by the officer's attending physicians.
- m. Modified duty assignments shall not affect shift bid possibilities. The employee will receive pay based on the pay of the shift the employee was assigned to prior to the employee's illness or injury, for a period of up to one (1) year. If the employee is on modified duty for more than one (1) year, then the employee shall receive the pay of the shift the employee actually works on. Modified duty assignments are not of a permanent duration and shall continue no longer than one year.\* Until an officer's disability ends or one (1) year elapses, the officer cannot be removed from a modified duty assignment without the officer's consent, unless to be retired involuntarily through MGL c. 32 §16 or is determined to be medically fit to perform the essential functions of a police officer in accordance with §111f of c. 41 or in accordance with the sick leave Article and the powers of the Police Chief.
- n. A modified duty assignment may, by agreement between the Chief and Union, begin prior to the normal forty (40) hour waiting period.
- o. Benefits accruing to employees by law or contract shall not be diminished by virtue of modified duty status.
- p. The Town agrees that any employee who works less than a full week on modified duty shall be considered to be on I.O.D. status for the lost time and shall be paid in accordance with MGL c. 41§111 F. If the officer is scheduled for modified duty and is absent from work because of non job-related illness/injury he/she shall be covered by the sick leave provisions of the agreement.
- q. It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require an officer to report for modified duty if there is no legitimate work available.
- r. Employees experiencing illness or injury in a non-duty status may volunteer to participate in the modified duty program subject equally to the conditions of this agreement.
- s. The Chief shall make modified duty assignments to minimize public contact and in any event no employees shall be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the modified duty status. Employees on modified duty shall not be required to wear a uniform.

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\*Subject to ADA.

- t. Modified duty shall not include the operation of marked police cruisers.
- u. Modified duty tasks shall include the following:
  - i. Training (non-physical)
  - ii. Crime prevention
  - iii. Property & evidence room assistance
  - iv. Computer operations
  - v. Other modified duty assignments as authorized by the relevant physician.
- v. Disputes involving interpretation of this policy will be subject to the Grievance and Arbitration Procedures contained in the collective bargaining agreement between the parties.
- w. Once application for retirement is made, the employee shall return to his/her prior I.O.D. or sick leave status. If the local retirement board denies the application, the employee shall return to modified duty only to fill the remainder of his/her one-year term. (The one (1) year term shall not include that period of time his/her application for retirement was pending).

**11. ARTICLE XI. LONGEVITY**

- a. Longevity payments will be made not later than the third week of June of each year to employees of record on June 1st.
- b. The anniversary date of employment will determine length of service. Payments will be prorated when an employee's length of service classification changes during the calendar year. Payments will be based on the following schedule:

Effective July 1, 2022

<u>Length of Continuous Service</u>	<u>Payment</u>
At least Ten (10) years but less than fifteen (15) years	\$600.00
At least fifteen (15) years but less than Twenty (20) years	\$700.00
At least Twenty (20) years but less than Twenty-Five (25)	\$900.00
Twenty-Five or more years	\$1,200.00

**12. ARTICLE XII. EDUCATION/MILITARY INCENTIVE**

- a. The Town will vote to adopt M.G.L. c.41, section 108L as it is currently written effective July 1, 1995. Employees must have applied for and had their degrees certified by September 1 of 1995 and each succeeding year.

- b. Police officers who comply with Paragraph 12.a. shall be eligible for the following payment each calendar year beginning January 1, 1996 and payable the third pay period of December each year beginning December of 1996.
  - i. Associates Degree in Law Enforcement – Ten percent (10%) stipend based on base pay
  - ii. Bachelors Degree in Law Enforcement – Twenty Percent (20%) stipend based on base pay
  - iii. Masters Degree in Law Enforcement – Twenty-Five (25%) stipend based on base pay
- c. The benefit set forth in Paragraph 12.b above shall be based on base salary alone without regard to overtime pay, compensatory time pay, holiday pay, court time pay or any other form of economic benefit whatsoever received by an employee. Conversely all of these benefits will be computed on base pay alone.
- d. Effective July 1, 2010, the Town agrees to compensate eligible employees one hundred percent (100%) of the benefit as provided in sections a-c above regardless of the amount of reimbursement received from the state.
- e. Police education incentive base salary increases shall be predicated on the accumulation of points earned in the following manner:  
  
One (1) point for each semester hour credit earned in an educational institution accredited by the New England Association of Colleges and secondary schools or by the Board of Higher Education of the Commonwealth of Massachusetts.
- f. Any regular full-time police officer, hired on or after July 1, 2009, who has earned a degree in the following and has had their degrees certified by September 1, 2010, and/or each succeeding year:

Criminal Justice (Law Enforcement)	Law	Social Work
Computer Science	Psychology	Linguistics
Accounting	Physical Education	Finance
Sociology	History	Political Science

shall be eligible for the following benefit:

Associates Degree	\$2,700 stipend
Bachelors Degree	\$5,200 stipend
Masters Degree	\$6,500 stipend

Said amounts shall be payable the third pay period of December each year beginning in December of 2011. Employees who are eligible for this benefit are not eligible for the benefit contained in section “b” above and, are not subject to the “educational Institution accreditation” requirement cited in paragraph “e” above.

- g. The Town and the Union agree to revisit and research the acceptance of certain credentialing courses that, if agreed upon by the union and the Town, would be given the same credit as an Associate Degree, thereby qualifying for the Associate Degree stipend. Any credentialing course considered, must have relevance and value to Police and/or, Municipal Operations that pertain to Police functions.

- h. Any regular full-time police officer, actively serving in any branch of the United States Military, (includes Active Duty, Reserve or National Guard) for a period not less than two years or, who has been honorably discharged from any branch of the United States Military, shall receive an annual stipend of \$1,500.00. Said amount shall be payable the third pay period of December each year, beginning in December of 2022. Full-time police officers who receive any education incentive outlined in this article, shall not be eligible for the military stipend.

Note: To be eligible, Officers must provide a copy of form DD 214 or other applicable military document showing active years of service and/or honorable discharge status. This documentation shall be provided to the Chief of Police by September 1, 2022, and/or each succeeding year:

- i. At such time as the Town decides to implement a bi-weekly payroll system, education incentive pay shall continue to be paid no later than the third pay period in December. If necessary, the Town may adjust the pay for education incentive pay by one (1) week so that payment may occur on a non-regular pay period if there is no third pay period in December.

### **13. ARTICLE XIII. SENIORITY, SHIFT BIDDING & LAYOFF**

- 1. For full-time police officers appointed before the removal of the Department from Civil Service pursuant to the provisions of MGL c. 4 Section 4B, the Civil Service definition of seniority, defined pursuant to M.G.L. c.31 sections 33 and 39, as the first date of performing the duties in a permanent full-time position, shall continue to apply for purposes of layoffs (subject to Personnel Administrations Rules PAR. 15; M.G.L. c.31 s.39), demotions (M.G.L. c.31 sections 41 & 46) and all other purposes.
  - a. Seniority will be computed with the date of full-time permanent Civil Service or tenure date (defined above) to the Palmer Police Department.
  - b. In the case of the same permanent full-time seniority date, prior Reserve Police /Special Police/Part-time Police seniority time with this agency, will be used to make the distinction.
  - c. In the case of the same permanent full-time seniority date, and the same Reserve Police /Special Police/Part-time Police seniority date with this agency, the mark on the examination will be used to make the distinction.
- 2. For full-time personnel hired after the effective date of removal from civil service pursuant to the provisions of MGL c. 4 Section 4B, Seniority shall be based on the full-time officer's first date of performing the duties of a Palmer Police Officer in a permanent full-time position.

- a. In the case of officers having the same permanent full-time seniority date, prior continuous service as a Reserve Officer for the Palmer Police Department shall be used to make the distinction. (Note: a Special Police Officer is not considered a reserve officer for purposes of this article).
  - b. In the case of officers having the same permanent full-time seniority date and same Reserve Officer date for the Palmer Police Department, the order of full-time appointment shall be used to make the distinction.
  - c. The seniority of a Full-time police officer hired under civil service prior to the removal of the Department from Civil Service pursuant to the provisions of MGL c. 4 Section 4B, who had NOT begun performing the duties in a permanent full-time position until after the removal of the Department from Civil Service, shall be based on the full-time officer's first date of performing the duties of a Palmer Police Officer in the permanent full-time position. Non-civil service full-time officers hired after the effective date of removal from civil service pursuant to the provisions of MGL c. 4 Section 4B, who began performing the duties of a Palmer Police Officer prior to the officer appointed under civil service, shall have seniority over the Civil Service officer providing, it is not in conflict with M.G.L. c.31 sections 33, 39, 41 & 46 as it relates to civil service positions.
  - d. On or before March first of each year, a list of full-time civil service employees in the department as of January second of the same year, shall be posted in accordance with M.G.L. c.31 s.67. A list of non-civil service full-time employees in the department as of January second of the same year shall also be posted. Each list shall specify the title of the position of each full-time officer and the seniority of such employee as pursuant to M.G.L. c. 31 s. 33 or, this article, which ever may apply. Said list shall be posted on the employee bulletin board in the Squad Room.
3. Seniority within rank, which is determined by the first date of performing the duties in a permanent full-time position, will apply to all full-time personnel covered by this agreement, both civil service and non-civil service personnel as it relates to shift bidding and awarding time off, specific to a Rank.

- a. An example of the application of seniority within rank is as follows:

An officer who has ten years of full-time service with the Police Department and has been a full-time permanent Sergeant for five (5) of those years would have seniority in rank (as a Sergeant) over an officer who has fifteen years of full-time service as an officer and has been a full-time sergeant for only one (1) year. The officer that has more time as a

sergeant would have seniority within rank for purposes of shift bidding and awarding time off, specific to that rank. Seniority within rank shall not apply where it is in conflict with civil service law for purposes of layoffs (subject to Personnel Administrations Rules PAR. 15; M.G.L. c.31 s.39) and demotions (M.G.L. c.31 sections 41 & 46).

4. The Chief of Police shall establish the tours of duty and fix the hours of each tour, which shall be consecutive. The tours of duty shall be numbered and clearly designated. After the tours of duty have been established, an officer, in the order of their seniority, shall have the right to select their tours of duty. All tours of duty shall be opened for bids, according to seniority, at least once a year, to become effective within the first week of January of that year.
  - i. The hours are to be in accordance with Article VI of the contract.
    - a. If any new tours of duty are established or any tours of duty become vacant for more than thirty (30) consecutive days, the officer shall have the right to have the beats opened for bid, and to select a tour of duty, according to seniority, as outlined in Paragraph 13.d. above.
    - b. This Article shall exclude specialist assignments.
    - c. Changes to a less desirable tour of duty shall not be compulsory. If no one voluntarily bids a less desirable tour of duty, and the tour is deemed necessary by the Chief of Police, then the officer with the least seniority (junior officer) must accept the change
    - d. No employee shall be removed from a bid tour of duty except for just cause as provided by law.
    - e. When Specialist Assignments become available, they shall be posted at least fifteen days prior to filling this position. All persons interested shall submit his/her request for such available Specialist Assignments in writing to the Chief of Police, stating his/her reasons, experience and qualifications.
5. Full-time police officers of any rank appointed prior to the Town's revocation of civil service shall maintain all rights regarding layoffs, recall and inclusion on the re-employment list, lateral transfer, and procedures under M.G.L. chapter 31 as it relates to such matters. Any appeal rights under M.G.L. c. 31 shall continue to apply.
6. For full-time officers appointed after the 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 full-time officer(s) shall be laid off first. In any such case, a fourteen (14) day advance notice of

the contemplated layoff shall be given to the employee in writing. A copy of such notice shall also be given to the Union. Student officers (i.e. officers who are attending the Police Academy and have not yet graduated) shall be laid off first, followed by probationary employees.

7. A laid-off full-time officer appointed prior to the removal of the Department from Civil Service shall have all re-employment rights pursuant to M.G.L. c.31 s.40 and any associated Personnel Administration Rules (PAR) or applicable law. Full-time officers appointed after the removal of the Department from Civil Service shall have re-employment rights for a maximum period of Two (2) years. Re-employment shall be in order of seniority with the officer with the highest level of seniority having first right of re-employment. Notice of re-employment 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 re-employment notice of his or her intention to return to the Palmer Police Department. Any person refusing or failing to exercise such re-employment opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of re-employment permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice to be eligible for re-employment. This requirement may be waived with the agreement of the Chief of Police.
8. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or background investigation as the Chief of Police deems necessary and appropriate. If, based on the results or such examination or investigation, the Town Manager, upon recommendation from the Chief of Police, rescinds the offer of recall then the Town Manager shall provide the employee with a written statement of reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.
9. Laid off employees will be responsible for maintaining any required licenses or certifications (i.e. in-service training, CPR/First Responder), and meet the statutory requirements set forth in Chapter 253 of the Acts of 2020 chapter 6E which authorize them to be employed and work as police officers in the Commonwealth. The Town shall provide the appropriate sponsorship and access to in-service training required by the MPTC to maintain compliance with the statutory requirements set forth in Chapter 253 of the Acts of 2020 chapter 6E.
10. Laid off employees who attend training sessions 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 accept all risks associated with participation in the program. Laid off employees are required to remain physically fit to perform the duties of a police officer as a condition for reemployment and recall to duty.

#### **14A. ARTICLE XIII.A. SHIFT SWAPS**

Not more than five (5) times per fiscal year, patrol officers and sergeants may request to swap a shift, subject to the following conditions:

- (a) All shift swaps shall be subject to the prior approval of the Chief or his designee;
- (b) The patrol officer or sergeant requesting the shift swap shall be responsible for the shift being swapped to be covered;
- (c) Shift swaps shall not cause overtime expense to the Town; and
- (d) Sergeants shall not swap shifts with a patrol officer.

#### **14. ARTICLE XIV. PROBATIONARY PERIOD**

- a. All newly hired full-time sworn police officers shall be considered a probationary employee for a one-year period which shall not include time attending the MPTC basic recruit academy. During this probationary period police officers shall be deemed employees at will whose removal or termination of employment shall be without recourse at any time.
- b. A newly hired employee, who has previously attended and completed a Massachusetts Criminal Justice Training Committee full-time municipal police academy or, has attended an out of state academy and been certified by the Massachusetts Criminal Training Committee and certified by the Massachusetts POST Commission, shall be considered a probationary employee for a one-year period from the date of hire in which they have begun performing the duties of a full-time police officer.

#### **15. ARTICLE XV. COURT TIME**

- a. Any member of the Bargaining Unit required to appear in District Court, Superior Court, Grand Jury hearing, or as a witness for the Commonwealth, outside of his/her regular tour of duty, shall be paid at the rate of time and one-half (1.5), his/her regular hourly rate of pay, for his/her time. Provided that:
  - i. For show cause hearings the employee shall be entitled to a minimum of three (3) hours pay at the rate of time and one half (1.5) his/her regular hourly rate of pay.
  - ii. For all other appearances covered herein the employee shall be entitled to a minimum of four (4) hours pay at the rate of time and one half (1.5) his/her regular hourly rate of pay. Payment for Court time as described in this section will be distributed no later than the pay period immediately following the time it is earned and submitted to the payroll office for disbursement.

- b. Officers who must go to Court, outside of the Town of Palmer in accordance with this Article, will receive either a mileage allowance of thirty-five cents (\$.35) per mile for the use of their own vehicle from the Palmer Town Hall to the Court and back, or the Town will provide the officer with transportation.
- c. The Town also agrees to reimburse police officers for parking fees incurred under this article. Vouchers substantiating the fees will be submitted to the Chief of Police.

**16. ARTICLE XVI. SAFETY COMMITTEE**

- a. A Safety Committee shall be established. Two representatives of the employees shall be designated to serve on said committee and the Chief of Police shall designate one supervisory personnel, which may include the Chief of Police. Said committee shall appoint its own Chairman. The committee may prepare and submit recommendations to the Chief of Police. Members of the committee may not be absent from their regular duties except by permission of the Chief of Police.

**17. ARTICLE XVII. GRIEVANCE PROCEDURE**

- a. This procedure is established to seek an equitable resolution of problems that arise as a result of employee-employer relationships within the Police Department.
- b. **Step 1.** Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement must be filed in writing with the Chief of Police within twenty (20) working days of the occurrence(s) giving rise to the grievance or within twenty (20) days of the time the grieving party knew, or should have known (through the exercise of reasonable diligence), of such occurrence.
- c. **Step 2.** The Chief of Police shall hold whatever meetings and make whatever investigations he/she feels necessary to give a written answer after ten (10) working days of his/her receipt of the grievance. If a written answer is not received from the Chief of Police within this time period or if the answer does not resolve the problem, it may be processed to Step 3.
- d. **Step 3.** All written complaints and answers received through Steps 1 and 2 shall be submitted to the Town Manager within five (5) working days of the date the Chief of Police's answer is due. The Town Manager will answer the grievance within ten (10) working days of his/her receipt of the grievance.

The failure of the Town to respond to any grievance filed at any Step of the grievance process within the time limits shall be deemed a denial of the grievance and the Town shall subsequently notify the union of such deemed denied response. Upon dispatch of said notification, the Union's time period to appeal would commence.

- e. **Step 4.** In the event that the grievance remains unresolved or has not been answered in

writing within the time period specified in Step 3, the Union or grievant shall notify the Town Manager that he/she or it intends to submit the grievance to arbitration within thirty (30) working days after the receipt of the decision in Step 3.

- f. **Step 5.** The arbitration of any grievance under this agreement shall be before an arbitrator mutually selected by the parties, or if they cannot agree within twenty (20) days from the date of notice of intent to arbitrate, then said arbitrator shall be appointed from the American Arbitration Association.
  - i. The expense of such arbitration proceedings shall be borne equally by the parties.
  - ii. The jurisdiction of such arbitration shall be limited strictly to the interpretation and application of the terms of this agreement. The arbitrator shall arbitrate only questions submitted for arbitration. The arbitrator shall not have any authority to alter, modify or amend this agreement.
  - iii. The award of the arbitrator shall be in writing and shall state his/her findings of facts, reasoning and conclusions. The award shall be final and binding upon the Union, Employer and Grievant, provided, that nothing contained herein shall be construed to forbid either party from resorting to the Court for relief from, or to enforce rights under any arbitrator award.
  - iv. The standard of proof shall be the same standard utilized by the Civil Service Commission under M.G.L. Chapter 31.
  - v. No arbitration award shall include a payment by the Town of punitive damages to the Union or the employee.
- g. **Processing of Grievances:** Grievances will be processed between Steps by the Union with the consent of the employee. A Union representative will be permitted to be present at Grievance Hearings.
- h. For purposes of this Article, working days are defined as days when the Town Manager's office is open for business.

## **18. ARTICLE XVIII. TRAINING PROGRAM**

- a. A training program will be instituted and established by the Chief of Police and to be held at such times and places as he/she, in his/her discretion, shall determine. Members of the Palmer Police Department may be absent from their regular duties to attend such training programs.
- b. The following specific areas are to be covered in the program:
  - i. Alcoholism
  - ii. Auto Theft

- iii. Community Relations
  - iv. Drug Abuse
  - v. First Aid
  - vi. Juvenile Delinquency
  - vii. Study and Application of Criminal Law
  - viii. Use of Communication and Speed Detecting Equipment
  - ix. Use of Riot Control and Disaster Equipment
  - x. Training of Individual Officers for Special Duty (such as Bomb, Narcotics, Juvenile Officer, Investigation, Photo, Finger Printing, etc.)
- c. The union can make suggestions to the Chief of Police on the types of programs and training projects that it believes would be most beneficial to the Police Department. However, the Chief shall make the final determination of the programs and training projects that will be given to the police officers.
- d. In addition to the training program, regularly scheduled meetings will be held on a basis to be determined by the Chief of Police or his/her designated representative and the union to advance the knowledge of the Police Personnel in the various aspects of law enforcement. These meetings, to be held on informal basis, will tend to strengthen employer-employee relationships.

**19. ARTICLE XIX. TRAINING ACADEMY PAY**

- a. While at the academy for basic training police officers shall receive pay at their regular weekly rate for each full week at the academy.
- b. Two (2) consecutive days off to be given to a graduate upon graduation from the police academy.

**20. ARTICLE XX. HOLIDAYS**

- a. Regular full-time employees will be granted the following holidays with pay, provided the employee has worked on his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless a leave of absence shall have been granted for either of such days:

- |                     |                               |
|---------------------|-------------------------------|
| 1) New Year's Day   | 2) Dr. Martin Luther King Day |
| 3) Presidents Day   | 4) Patriot's Day              |
| 5) Memorial Day     | 6) Juneteenth                 |
| 7) Independence Day | 8) Labor Day                  |
| 9) Columbus Day     | 10) Veterans Day              |

11) Thanksgiving Day  
13) Christmas Eve = ½ Day

12) Day After Thanksgiving  
14) Christmas Day

- b. Whenever an employee works on any of the holidays enumerated above, he/she shall be paid at his/her regular rate for the number of hours worked and in addition shall receive eight (8) hours pay at his/her regular rate.

Effective July 1, 2017, whenever an employee works on Thanksgiving Day, Christmas Day and Independence Day, he/she shall be paid at time and one-half his/her regular rate for the number of hours worked and in addition shall receive eight (8) hours pay at his/her regular rate.

- c. Holiday pay for holidays, New Year's Day through Independence Day, shall be paid no later than the third week in June. Holiday pay for holidays, Labor Day through Christmas Day, shall be paid no later than the first week of December.
- d. At such time as the Town decides to implement a bi-weekly payroll system, holiday pay shall continue to be paid no later than the third week in June and no later than the first week in December. If necessary, the Town may adjust the pay for holidays by one (1) week so that payment may occur on a non-regular pay period if the regular pay period(s) do not occur on the third week in June or the first week in December.
- e. An employee on injured-on-duty leave shall not be entitled to have holiday credit for the period of time he/she is on injured-on-duty leave after 365 consecutive days on IOD.

## **21. ARTICLE XXI. SICK LEAVE**

- a. All full-time employees under the authority of the Chief of Police shall be granted a sick leave with pay for 15 (fifteen) working days per calendar year. During the first year of employment, sick leave shall be granted on the basis of one and one-quarter days for each 30 days worked.
- b. The employee must file with the Clerk of the Police Department a physician's statement of illness on the date of return to work whenever sick leave pay is requested for more than three (3) consecutive days. Effective July 1, 2003, if the Chief believes an officer is abusing sick leave, the Chief shall issue that officer a written warning advising him/her that his/her continued use of sick time may result in discipline up to termination from employment. If after sending a written warning, the Chief still believes the officer is abusing sick leave, the Chief may require a physician's certification of illness or injury for any absence by sending a written notice to the employee requiring a physician's certification of illness or injury for a period of one year from the date of the written notice. Nothing contained in this section shall prohibit the Chief from taking other appropriate disciplinary action provided such action

comports with the “just cause” standard articulated in this Agreement.

- c. In the event of absence of said employee for illness in excess of four consecutive working days, the Chief or the Town Manager may require an examination by an independent physician, such examination to be made at the expense of the Police Department.
- d. Effective July 1, 1987 unused sick leave is cumulative to a total of one hundred sixty (160) days with full pay.
- e. At the beginning of each new calendar year, the Clerk of the Police Department will calculate and record the accumulated sick leave of each person employed under the authority of the Police Department.
- f. Full-time police officers shall be entitled to three (3) personal days per year which may be taken at the election of the employee upon prior notice and approval of the Police Chief. The three (3) personal days shall NOT be deducted from the annual sick-time allotment of 15 days.
- g. Four (4) days sick leave can be applied to family medical situations that arise within the immediate family. For the purpose of this Article it is agreed that a member of the immediate family shall be considered to be the employee's wife, husband, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, and grandchild.
- h. Sick leave buy back:
  - i. Effective 7/1/91 – Sixteen percent (16%)
  - ii. Effective 7/1/92 – Twenty percent (20%)
  - iii. Sick leave buy back will be paid to the beneficiary of the member upon death and to the member upon retirement.
  - iv. Sick leave buyback shall not exceed \$10,000.

## **22. ARTICLE XXII. BEREAVEMENT**

- a. All full-time employees of the Police Department shall be granted emergency leave of five (5) working days, not chargeable to sick leave, to cover the following instances:
  - i. Death in the immediate family, specifically, grandparents, parents, husband, wife, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchild.

## **23. ARTICLE XXIII. REVOLVING FUND**

- a. The Town agrees to set up a revolving fund for the payment of outside details. The Town's administrative fee for processing these payments may be up to ten percent

(10%) of the cost of the outside detail, which shall be charged against the contractor. The Town agrees that it will set up a fund of ten thousand dollars (\$10,000) for this purpose, provided that funds are appropriated by Town Council.

**24. ARTICLE XXIV. SEPARABILITY AND SAVINGS PROVISIONS**

- a. This Agreement represents the entire agreement between the Town and the Union regarding wages, hours, and other conditions of employment applicable during the term of this agreement. Any matter or subject not covered by this agreement have been satisfactorily adjusted or waived by the parties for the term of this agreement.
- b. If any article or section of this agreement shall be held invalid by operation of a law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid or enforcement of/or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement, which as far as possible shall incorporate the substance of the invalid article.
- c. All job benefits heretofore enjoyed by the employees will continue under the conditions upon which they had previously been legally granted. This Agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts.

**25. ARTICLE XXV SUBSTANCE ABUSE PROGRAM**

- a. The purpose of this program is to establish the fact that the Town of Palmer and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.
- b. No initial drug testing shall be permitted in a random or universal manner, except as hereinafter provided. Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. An employee has the right to union representation with regard to all drug and alcohol testing issues. Drug and alcohol testing shall be permitted based upon a reasonable suspicion standard as hereinafter provided. Immediate drug and alcohol testing shall be permitted and the results of such testing shall be held in confidence subject to the review Committee's decision as hereinafter provided.

- c. The directive to submit a test sample shall be based on facts sufficient to constitute reasonable suspicion of controlled substance abuse. Objective facts that can be used in evaluating an employee's condition are as follows:
- |                     |  |
|---------------------|--|
| i. BALANCE          | SURE/UNSURE/QUESTIONABLE               |
| ii. WALKING         | STEADY/UNSTEADY/QUESTIONABLE           |
| iii. SPEECH         | CLEAR/SLURRED/QUESTIONABLE             |
| iv. ATTITUDE        | COOPERATIVE/UNCOOPERATIVE/QUESTIONABLE |
| v. EYES             | CLEAR/BLOODSHOT/QUESTIONABLE           |
| vi. ODOR OF ALCOHOL | NONE/STRONG/QUESTIONABLE               |
- OR MARIJUANA**
- d. The observation of these objective facts should be documented on a form signed by two (2) of the Town's supervisors. In addition, there should be a place on the form for the supervisors to document other relevant facts, such as admissions or explanations by the employee concerning his/her condition, or the actual observation of the use of the controlled substance by the employee by one or more of the Town's supervisors.
- e. The testing to be performed is the more expensive, highly accurate test, so as to avoid subjecting the employee to more stress and embarrassment of a false positive result of the less expensive test.
- f. The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and union officials with a compelling need for this information.
- g. The following information shall be provided to the employee:
- i. A Copy of the testing program procedures
  - ii. A description of the sample gathering protocol
  - iii. A list of the tests to be used
  - iv. The name and location of the laboratories to be used
  - v. The test results in writing with an explanation of what the results mean.
- h. If drug testing is warranted, the employee may voluntarily participate in a rehabilitation program as a substitute for the drug testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided. This sub-section is subject to the disciplinary rights of the Police Chief and Town Manager.
- i. Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the grievance and arbitration procedure.

- j. Failure to provide the test sample as directed will result in disciplinary action. In the event that the test proves negative, the employee will be paid double time for all time used in this process.
- k. If an officer comes forward voluntarily and admits to having a substance addiction and is not subject to an investigation or complaint of misconduct, the Town shall refer the officer to a rehabilitation program.
- l. If the Police Chief authorizes the referral of an officer to a rehabilitation program, and not to disciplinary proceedings, rehabilitation programs shall be mandatory to employees with confirmed positive results or to any employee admitting to drug usage. Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to the job.
- m. An officer shall be eligible for such a referral program only once under sub-section l, and may use sick leave to cover the absence for attendance at such rehabilitation.
- n. Reasonable suspicion shall be based on objective facts and the rational inferences, which may be drawn from those facts. The credibility of the sources of information, the reliability of the facts, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining whether there is reasonable suspicion.
- o. The following are representative, but not all inclusive examples, of such circumstances:
  - i. An employee deemed impaired or incapable of performing assigned duties.
  - ii. An employee experiencing excessive vehicles or equipment accidents.
  - iii. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
- p. An employee who is subject to substantial allegations of use, possession, or sale of drugs. If the above reasonable suspicion standard is met the Town may require an immediate test sample from the employee as a condition of continued employment.
- q. The Chief of Police, or designee in his absence, shall provide a suspected employee and a police officer designated by the Union with a written report evidencing the reasonable suspicion within a reasonable time in advance of submitting the sample for testing.
- r. The employee may initiate a review of the directive to submit a test sample. Unless the Police Chief declares an emergency exists, the directive shall be reviewed by a Committee of five (5) comprised of two (2) union officials, two (2) representatives of the Town, and a fifth member with specialized training in substance abuse cases. This fifth member shall be selected in advance by the Union and Town's representatives.
- s. The Committee will review the evidence brought against the suspected employee, and only after a majority of the members of the Committee vote to uphold the evidence shall

testing be required. Three (3) or more members shall constitute a quorum.

- t. It is the intention of this Article that an employee who is found to test positive on the drug screening shall be treated as an employer/employee relationship, subject to the disciplinary rights of the Police Chief and Town Manager. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in- patient basis. Leaves of absence without pay for such reasonable periods will be allowed. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.
- u. The employee agrees to submit to random drug and alcohol testing for a period of one (1) year after returning to work. If any test during this time period yields a positive result, the employee shall be immediately subject to disciplinary action, which may be termination of employment.
- v. The Town shall bear all costs of testing after any available insurance coverage has been pursued and exhausted.
- w. It is agreed that the parties will make every effort to protect privacy and confidentiality. The parties will develop a specific plan to protect privacy.
- x. Any discipline imposed on a permanent police officer by the Town Manager or the Police Chief under this section shall be subject to just cause and such discipline shall be subject to the grievance arbitration procedure.

#### **26A. ARTICLE XXV(A). SPECIAL CONDITIONS OF EMPLOYMENT**

- A. Carrying Under the Badge. Officers shall possess and maintain an authorization from the Chief to carry firearms at all times as a condition of employment, pursuant to M.G.L. c. 41, §98.
- B. Firearms Proficiency. Officers shall meet firearms proficiency and marksmanship standards of the Massachusetts Criminal Justice Training Council as a condition of employment. All officers shall have an adequate opportunity for prior training or retraining prior to any final firearm proficiency test.
- C. Driver's License Requirements. Officers shall possess a valid driver's license from their state of residence as a condition of employment. An officer shall report immediately to the Chief of Police if the officer's license or authorization to operate in Massachusetts, the officer's state of residence or any other state has been suspended or revoked, or if they receive notification of a suspension or revocation to be imposed.

- D. First Responder Training. Officers shall meet the requirements of Massachusetts General Laws, Chapter 111, §201, as a condition of employment, which will include:
  - (a) C.P.R. certification, *as required by law*.
  - (b) First-aid *certification, as required by law*.
- E. Defibrillator Duties: All officers shall perform defibrillator duties as assigned by the Chief of Police or his designee.
- F. Body Armor. All officers may be required by the Chief or his designee while on duty, to wear the body armor issued by the Town.
- G. Narcan. All officers shall perform Narcan duty as required by the Department.
- H. Officers shall meet the statutory requirements set forth in Chapter 253 of the Acts of 2020 chapter 6E, which authorize them to be employed and work as police officers in the Commonwealth. Officers must meet all requirements set forth by the Massachusetts Municipal Police Training committee.

These requirements shall be a condition of employment.

**26. ARTICLE XXVI. COMMUNITY POLICING**

- a. Internal candidates may apply for the position(s). The occupants of the position(s) shall work a regular 4 and 2 schedule. The regular hours of work will be specified in the position posting. The officer may work different hours on the 4 and 2 schedules based on meeting the primary objectives of the position. If different hours are worked they will be discussed and mutually agreed upon in advance by the police officer and the Chief of Police. This position will not be used to reduce the overtime opportunities of the other police officers in the Department.

**27. ARTICLE XXVII. PHYSICAL FITNESS**

- a. If a police officer meets the physical fitness standard set forth below during a specified testing period prior to July 1 of any year, the officer shall be entitled to an additional one percent (1%) increase in his/her base rate of pay for the following fiscal year beginning on July 1 and ending on June 30. Effective June 30, 2010, if a police officer who had taken and passed the last Physical Ability Test (PAT) offered by the Town, is unable to take the PAT due to his/her being on Injured on Duty leave within the meaning of M.G.L. c. 41, § 111F at the time of the scheduled PAT, he/she shall be entitled to continuation of the additional one percent (1.0%) increase in his/her base rate as if the police officer had taken and passed the PAT.

**DEVELOPMENT & ADMINISTRATION OF THE POLICE PHYSICAL ABILITY  
TESTS FOR THE COMMONWEALTH OF MASSACHUSETTS**

Linkage to PAT Events with Underlying Physiological Requirements  
Police Events

Physical Abilities Test

**Event 1. Getting to the Problem**

A. Obstacle Run

Physiological demands are placed on the cardiovascular and respiratory systems. These demands include:

- Increased demand on the lungs to facilitate a greater respiratory rate.
- Increased exchange of oxygen and carbon dioxide between the blood and alveoli in the lung.
- Increased transport of oxygen and carbon dioxide in the blood.
- More blood pumped through the body from the heart to the lungs and skeletal muscles.
- Increased exchange of oxygen and carbon dioxide from the blood to the active skeletal musculature.
- Increased generation of energy in the form of adenosine triphosphate (ATP) in the muscle cells.
- Greater demand for removal and buffering of hydrogen ions generated during the production and utilization of energy in the muscle.
- Greater need to maintain thermal balance through decreased vasoconstriction and increased vasodilation of sweat glands in the skin resulting in an increased sweating rate.
- 

Activation of the skeletal system to generate muscular strength and endurance, which requires:

- Contraction of the muscles of the upper body, chest and arms (trapezius, deltoid, pectoralis major, biceps, teres major, rhomboid, triceps and latissimus dorsi).
- Contraction of the abdominal muscles (rectus abdominus, external obliques, internal obliques, serratus and erector spinae).
- Contraction of the lower body and leg muscles (adductor longus, rectus femoris, vastus lateralis, vastus medialis, soleus, gastrocnemius, semitendinosus, semimembranosus, biceps femoris, gluteus maximus, gluteus medius).
- Generation of ATP to facilitate muscle contraction and force generation.
- Removal and buffering of hydrogen ions generated during the production and utilization of energy in the contracting muscle.

Muscle flexibility, which includes:

- Ability of joints and muscles of the legs, back, trunk and arms to complete a full range of motion.

## B. Take-down

Physiological requirements primarily include muscular strength and power, which require:

- The muscle cells to respond to neural impulses in the form of action potentials that signal the proteins in the muscle cell to interact and generate force.
- The muscle cells to generate energy for contraction from stored ATP and phosphocreatine and through conversion of glycogen to lactate in the muscle cell.
- The muscles and blood to buffer the increased acidity (lactic acid and hydrogen ions) resulting from muscle work.

## C. Handcuffing

The handcuffing test was selected because it closely approximates the motion performed when handcuffing a suspect. Physiological requirements primarily include muscular strength and coordination and require:

- The muscle cells to respond to neural impulses in the form of action potentials that signal the proteins in the muscle cell to interact and generate force.
- The muscle cells to generate energy for contraction from stored ATP and phosphocreatine and through conversion of glycogen to lactate in the muscle cell.
- The muscles and blood to buffer the increased acidity (lactic acid and hydrogen ions) resulting from muscle work.
- The muscles of the chest, back and arms (deltoid, pectoralis major, supraspinatus, latissimus dorsi, teres major, biceps brachii, brachialis, triceps brachii and brachioradialis) to generate force.
- Sensory input from the cerebellum and upper brain to coordinate the physical action and neural generation of a signal for muscle contraction.

### **Event 2. Resolving the Problem (Trigger Pull)**

Physiological requirements primarily include muscular strength and coordination and require:

The muscle cells to respond to neural impulses in the form of action potentials that signal the proteins in the muscle cell to interact and generate force.

- The muscle cells to generate energy for contraction from stored ATP and phosphocreatine and through conversion of glycogen to lactate in the muscle cell.
- The muscles and blood to buffer the increased acidity (lactic acid and hydrogen ions) resulting from muscle work.
- The finger muscles to continue to contract despite chemical or neural fatigue.
- Sensory input from the cerebellum and upper brain to coordinate the physical action and neural generation of a signal for muscle contraction.

### **Event 3. Resolving the Problem (Separation Event)**

Physiological requirements primarily include muscular strength and power, which require:

- The muscle cells to respond to neural impulses in the form of action potentials that signal the proteins in the muscle cell to interact and generate force.
- The muscle cells to generate energy for contraction from stored ATP and phosphocreatine and through conversion of glycogen to lactate in the muscle cell.
- The muscles and blood to buffer the increased acidity (lactic acid and hydrogen ions) resulting from muscle work.

#### **Event 4. Removing the Problem (Dummy Drag)**

Physiological requirements primarily include muscular strength, anaerobic power and muscular endurance and require:

- The muscle cells to respond to neural impulses in the form of action potentials that signal the proteins in the muscle cell to interact and generate force.
- The muscle cells to generate energy for contraction from stored ATP and phosphocreatine and through conversion of glycogen to lactate in the muscle cell.
- The muscles and blood to buffer the increased acidity (lactic acid and hydrogen ions) resulting from muscle work.

#### **Linkage of PAT Events with Essential Tasks from the Job Task Analysis Police Events**

##### **Physical Abilities Test**

##### **Event 1. Getting to the Problem**

###### A. Obstacle Run

Essential Job Functions (from surveys): Pursue a suspect or violator on foot.

###### B. Take-down

Essential Job Functions (from surveys):

Physically restrain or control a non-violent individual. Physically restrain or subdue a violent or resisting individual.

###### C. Handcuffing

Essential Job Functions (from surveys):

Effect an arrest, protect oneself and the public.

Participate in in-service training including tactical exercises.

##### **Event 2. Resolving the Problem (Trigger Pull)**

Essential Job Function (from surveys):

Display and discharge a departmentally approved firearm. Participate in in-service training including firearms.

### **Event 3. Resolving the Problem (Separation Event)**

Essential Job Functions (from surveys): Appraise the situation, separate individuals. Separate individuals in a fight or disturbance.

### **Event 4. Removing the Problem (Dummy Drag)**

Essential Job Functions (from surveys):

Administer immediate care to victim to prevent further injury, trauma, or death.

## **POLICE PHYSICAL ABILITY TEST (PAT) EVENTS**

1. The Obstacle Course: This event simulates the actions necessary to pursue and “takedown” a suspect. The event begins with an obstacle course where the candidate will be faced with climbing under an obstacle, climbing up and down steps, going through an open window, climbing over a wall and negotiating a series of cones arranged in a zigzag pattern. At the end of the course, the candidate will be required to grab hold of a weighted bag attached to a pulley and touch it to the ground. The candidate will then immediately move around the Power Station to the handcuffing simulation where he/she will be required to pull on two hand levers until the cable hits the stop. This completes the event. The time limit is 130.4 seconds.
2. The Trigger Pull Event: This event consists of raising a handgun and squeezing the trigger six (6) times with each hand. The time limit is 7.1 seconds.
3. The Separation Event: This event simulates tasks that require separating one party from another and controlling individuals, such as in crowd control situations. The candidate will be required to pull a hanging bag backward touching it to the ground across a marked line. Candidates will have to perform two “pulls”. The time limit is 14.2 seconds.
4. The Dummy Drag: This event simulates dragging a victim or suspect. Candidates will be required to drag a dummy over a straight course. The time limit is 11 seconds.

In order to pass the initial Physical Fitness Standards successfully, a candidate must pass every sub-test of the Physical Ability Test by achieving at least the passing score indicated. If upon examination, a candidate does not pass the test, then the candidate will be required to retake the entire test (all the sub- tests) during the re-examination.

## **28. ARTICLE XXVIII. TERMINATION OF AGREEMENT**

- a. This Agreement is effective July 1, 2022 and shall continue in full force and effect until June 30, **2025**. If either party desires to terminate this agreement, it shall, sixty (60) days prior to June 30, 2025, or June 30, of any succeeding year, give written notice of termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after June 30, subject to termination by either party on sixty (60) day written notice prior to June 30, of any subsequent year.
- b. If either party desires to modify or change this Agreement, it shall no later than sixty (60) days prior to June 30, 2025 or any subsequent June 30 date, give written notice to such effect. Within ten (10) days of receipt of said notice, a conference will be arranged to negotiate the new contract proposals, in which case this agreement shall continue in full force and effect until termination as provided hereinafter. If notice of intention to modify or change has been given in accordance with the above provision, this Agreement may be terminated by either party on ten (10) days written notice of termination given on or after the next June 30, following said notice of intention to modify or change.
- c. It is understood and agreed that service of such ten (10) days notice of termination shall not have the effect of requiring service of an additional sixty (60) days notice of termination and this Agreement shall automatically terminate upon the expiration of any such ten day period if not further extended by mutual agreement. This Agreement may be extended, by mutual agreement of the parties in writing, until the negotiations for a successor agreement are concluded.

## **29. ARTICLE XXIX. HEALTH CARE**

Section 1. *Premium Contributions.* Effective July 1, 2013, the Town will contribute seventy-five percent (75%) towards the premium contribution rates for both the HMO Health Insurance Plan and the Indemnity Health Insurance Plan.

Section 2. *Reserve.*

Section 3. Effective July 1, 2016, the Town's premium contribution for the PPO Plan will be equal to the Town's premium cash contribution under the HMO Plan (Fallon Select Care Plan). Under no circumstances, however, shall the cash payment result in the employee paying 50% or more of the premium for the PPO.

## **30A. ARTICLE XXIX(A). OPEB CONTRIBUTIONS**

An employee shall contribute one percent (1%) of the employee's base wage per pay period to the OPEB Trust Fund (the "Trust Fund") for retiree health insurance costs. This sub-section shall be effective as of July 1, 2019, and shall only apply to employees hired by the Town after June 30, 2019.

The implementation of the contribution by new employees\* shall be subject to all Town bargaining units under the Town Manager agreeing to make contributions to the Trust Fund.

### **30. ARTICLE XXX. MILITARY LEAVE**

- a. 1 An employee having at least six (6) months of continuous service for the Town and being required to perform military duty in the Armed forces of the Commonwealth under the provisions of General Laws, Chapter 33, Section 60 or being required to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States shall be granted a military leave of absence and shall be entitled to the difference in compensation between his/her regular pay and the total military compensation he/she received from the military for a single period not to exceed seventeen (17) days. The Town shall not compensate an employee for any military leave except for such leave defined above or *provide* compensation for weekend drill periods.
- b. A military leave of absence without compensation shall be granted to each employee called to active duty with the Armed Forces of the Commonwealth or of the United States for purposes other than the military duty referred to in the preceding paragraph.

### **31. ARTICLE XXXI DISCIPLINE**

All References to "Police Officer(s)" in this section include the rank of Sergeant

- a. Police Officers appointed prior to the removal of the Town from Civil Service, that have completed the probationary period as outlined in "*ARTICLE XIV. PROBATIONARY PERIOD,*" shall retain their right to appeal discipline imposed under M.G.L. c. 31 s. 41 to the Civil Service Commission.
- b. All Full-time Police Officers appointed or promoted after the removal of the Palmer Police Department from Civil Service pursuant to the provisions of MGL c. 4 Section 4B, that have completed the probationary period as outlined in "*ARTICLE XIV. PROBATIONARY PERIOD,*" shall not be disciplined, demoted, discharged without just cause. All suspensions, demotions, and discharges may be subject of a grievance and may be processed to arbitration by the Union or Town if deemed necessary.
- c. Officers who have retained rights under Civil Service may appeal suspensions, demotions, or discharges through the grievance and arbitration procedures of this Agreement or appeal to the Civil Service Commission but may not appeal to both. Any such officers must select which process will be pursued by providing the Town

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\*Officers appointed before July 1, 2019, shall not be deemed a new employee.

Manager with written notice no later than the deadline for submitting their appeal to Civil Service pursuant to Chapter 31 of the General Laws.

### **32. ARTICLE XXXII PROMOTIONS**

1. With the removal of the Palmer Police Department from Civil Service pursuant to the provisions of MGL c. 4 Section 4B, the responsibility to provide for and govern the promotional process within the police department is relegated to the Chief of Police or designee.
2. The Chief of Police shall have vested authority over all steps of the promotional process for ranks below the rank of Chief. In instances where the involvement of the Chief of Police in the promotional process would violate the provisions of M.G.L. c.268 s.23 (conflict of Interest Law), the Town Manager shall assign a surrogate who will have authority over the process.
3. The term promotion refers to an elevation in rank and position within the hierarchy of the Police Department. It is essential the promotional process strive to identify those individuals who are best suited for leadership positions. All Promotions will be based upon the merits of the candidates and their professional performance in the promotion process, and never on favoritism or seniority alone.
4. The Police Department shall conduct a fair and equitable promotional process that will be open to all qualified persons regardless of race, ethnicity, religious creed, national origin, gender, sexual orientation, genetic information, military service, age, ancestry or disability. All elements used to evaluate candidates for promotion shall be job-related.
5. The Chief of Police will post a notice on the operations bulletin board, the Squad room bulletin board and, email via the department's internal email, to all sworn personnel, advising of the promotional opportunity that exists within the department. Such notice shall be posted for no less than twenty (20) days and shall clearly indicate the eligibility requirements for the promotion. It shall further describe the duties and responsibilities of the position. Officers on extended sick/injured leave, on administrative or other leave, or otherwise not likely to receive notice at the police station during the posting period, shall be sent a copy of the notice by their personal email (if any on file) and, their police department web-based email

**Note:** It is the responsibility of an individual officer to ensure that the police department has a current personal email address on file. Officers shall check department email and webmail in accordance with department Policies/Rules. Additionally, the Chief of Police is NOT required to prompt individual officers to check their email in relation to a promotional posting.

- a. Eligible personnel interested in the promotional opportunity shall respond in writing to the chief of police, indicating their interest in the position. Responses may be submitted to the Chief of Police at any time during the posting period. All letters of interest shall be submitted to the Chief of Police no later than the deadline date posted on the notice of promotional opportunity.
  - b. The notice of promotional opportunity shall clearly indicate a posting date as well as a deadline date for interested eligible officers to submit a letter of interest for the position, to the Chief of Police. The deadline for submission of letters of interest shall be no less than the twenty (20) days required for the posting. The Chief of Police may allow more than Twenty (20) days for a submission deadline as long as it is clearly indicated on the notice.
  - c. Any personnel who fail to submit a letter of interest indicating their desire to be included in the promotional process, to the Chief of Police by the deadline date posted on the notice of promotional opportunity, shall not be eligible to participate in the promotional process.
6. To be eligible for promotion to the Rank of Sergeant, the candidate must have three (3) years of continuous full-time service as a POST Certified police officer in a Massachusetts Police agency (or equivalent out of state experience as approved by Massachusetts MPTC and POST Commission) and, must be a non-probationary full-time police officer who has served as a full-time officer for a minimum of one (1) year with the Palmer Police Department.
  - a. If there are less than two (2) candidates who meet the three (3) year eligibility requirement, officers meeting only the one (1) year full-time requirement with the Palmer Police Department will be allowed to participate in the promotional process for Sergeant.
7. To be eligible for promotion to the Rank of Lieutenant, the candidates must presently hold the rank of Sergeant (to include those who are serving in the position of an Acting Sergeant), must have four (4) years of continuous full-time service as a police officer in a Massachusetts police agency (or equivalent out of state experience as approved by Massachusetts MPTC and POST Commission) and, must be serving as a full-time officer for a minimum of Two (2) years with the Palmer Police Department.
  - a. If there are less than three (3) candidates who presently hold the rank of Sergeant and are willing to accept the promotion, those in the next lowest rank shall be eligible to participate in the promotional process for Lieutenant providing that they meet the minimum eligibility requirements for promotion to Sergeant.

**Note:** The years of service stated in paragraph 6 & 7 of this article shall be calculated in

reverse from the date that the exam/Assessment is scheduled to take place and shall be immediately preceding the exam/assessment date. The years of service shall be continuous and shall not include any separation from service where the candidate was not employed as a full-time police officer for more than 30 days.

8. In the event higher ranking positions above the rank of Lieutenant but, below the rank of Chief, are created, those positions shall be subject to the provisions of this article as it relates to notification of promotional opportunities and, the Chief of Police shall promptly post the eligibility requirements for those promotions as well as the process to be utilized for promotion.
9. The Chief of police shall utilize either a written examination or an Assessment Center as part of the process of selecting an officer for promotion to the position of Sergeant. An Assessment Center shall be utilized for promotion to Lieutenant:
  - a. **Written Examination:** A written promotional examination may be used to determine the candidate's knowledge and skills. Said written examination shall be constructed by or shall be obtained from an independent entity and shall be scored by a neutral party. Testing material may include Criminal procedure, criminal and motor vehicle law, department policies & procedures, rules & regulations and, other material relevant to police supervision and management. Questions on case law, statute law and policy and procedure will not take into account any changes occurring within 30-days prior to the exam.
  - b. **Assessment Center Exercises:** Assessment center involves participation in a series of exercises that simulate critical aspects of the target job, testing the candidate's knowledge in any of the following areas: Criminal procedure, criminal and motor vehicle law, department policies & procedures, rules & regulations and, other material relevant to police supervision and management. Questions on case law, statute law and policy and procedure will not take into account any changes occurring within 30-days prior to the exam. An Assessment Center may include in its exercises, a written examination component.
10. The Chief of Police or designee shall provide notice of no less than 120 calendar days, to all eligible candidates who submitted a letter of interest in the promotion, of any scheduled written examination or Assessment Center exercises for promotion to any position. Any such notice shall describe the Written Exam or Assessment Center competitive process in sufficient detail to indicate to the candidates what they may expect. This includes the timeline of the entire process as well as any minimum scores for the exam or assessments.
11. Promotional lists established from promotional Exams and/or Assessment Center, shall be good for two (2) years from the date of the certification of said exam/assessment.

Prior to the expiration on the two (2) year date, the Town Manager may extend the list for an additional full year, keeping the promotional list valid for a total of three (3) years. In any instance where a promotional list is extended, the Town Manager must notify the union.

12. To be included on a promotional list, officers must have a minimum final score on any test or assessment center of no less than 70%, Unless otherwise agreed upon by the union and the Chief of Police, in writing.
  - a. The Town reserves the right to schedule a promotional exam/assessment for purposes of having an active list available at any time that a valid promotional list does not exist. In any instance where a promotional exam is scheduled, regardless of an actual opening for promotion, it shall be considered a promotional opportunity and shall adhere to the provisions of this article.
  - b. Written exam/Assessment Center scores shall not be published publicly or shared with persons not involved in the selection process. The Chief of Police shall notify each individual candidate of their score within seven (7) days of the Written exam and/or Assessment Center grades being certified by the vendor.
  - c. Candidates shall be ranked on the promotional list by overall Written exam/Assessment Center score. The ranking is in numerical form from highest to lowest score (i.e. candidate with highest score of 96% would be ranked as "1", next highest score of 89% would be ranked as "2" and so on). Candidates who have a tie score would be ranked equally (i.e. two candidates with the highest score of 96%, both would be ranked as "1").
  - d. The Chief of Police shall provide each candidate with a list showing the ranking for all candidates who passed the Written exam/Assessment Center and are eligible for further consideration in the promotional process. The list of ranking shall be provided to each candidate within seven (7) days of the Written exam/Assessment Center grades being certified by the vendor. This list shall show the ranking but shall not reveal a candidate's individual score to other candidates.
  - e. In any instance where a promotional list contains the names of fewer than three persons, the Town Manager, in consultation with the Chief of Police, may promote from among those persons or may authorize another Written exam/Assessment Center process to identify additional candidates for promotion.
  - f. A candidate's ranking on a promotional list, guarantees that candidate an opportunity to be considered for a promotion. It does not guarantee a promotion. Nothing in this article shall require the Chief of Police to

recommend for promotion nor, the Town Manager to promote, any candidate, regardless of ranking on a promotional list, who, based on legally sufficient and articulable facts, is not qualified for or, is unfit for said promotion or, where such promotion to a position would be negligent.

13. In any instance where only one officer submits a letter of interest for a posted promotion by the posted deadline, the Chief of Police may, if the officer meets the requirements and qualifications for the position, forward the name to the Town Manager for permanent appointment to the position without utilizing the written exam and or assessment process as described in paragraph 9 of this article.
14. In any instance where the number of officers submitting a letter of interest for posted promotions by the posted deadline, is the same as the number of available permanent promotions (to the same rank) the Chief of Police may, if the officers meet the requirements and qualifications for the positions, forward the names to the Town Manager for permanent appointment to the position without utilizing the written exam and or assessment process as described in paragraph 9 of this article, only when, the permanent promotions are made on the same date AND, the officers agree that their seniority standing between each other in their current rank will be unchanged as it relates to seniority in the rank of Sergeant.
15. Promotional probationary periods shall be for 6 months from the date of permanent promotion. If the promoted candidate has been in an acting position in that rank for a period of one (1) year immediately preceding the permanent promotion, the probationary period may be waived by the Chief of Police.
16. Officers who are taking promotional exams or, participating in Assessment Center exercises for departmental promotions will be allowed time off prior to and during the exam/assessment center, absent exigent circumstances, as follows: At the request of the officer, an officer will not be scheduled for up to 12 hours preceding any exam/assessment. Officers will not be required to be on duty during any exam/assessment.
17. In addition to the written exam/assessment center exercises ranking on the promotional list, the Chief of Police shall consider the officer's professional profile for selection of candidates for promotion:
  - a. Professional Profile: A professional profile reviews the candidate Education, Law Enforcement Experience, Training, and Years of Experience. The professional profile is designed to measure an applicant's achievements in the aforementioned areas. Each applicant will be required to produce copies of Degree/Certification in order to receive credit for Education and Law Enforcement Experience and Training. Years of service will be validated through employee records.

18. The Chief of Police may, providing that it is applied equally to all candidates for promotion, include the following when selecting a candidate for promotion:
- a. Candidate standardized evaluations: Candidate Evaluations shall be standardized and apply equally to all candidates. Candidate Evaluations shall be an objective evaluation that is based on factors that can be quantified and measured. Work standards that are measured must be supported and not based solely on opinion. The evaluation may include but not be limited to the following work standards:
    - i. Adherence to organizational policies and procedures
    - ii. Ability to work collaboratively with others
    - iii. Application of innovation and creativity in performing work
    - iv. Logical Reasoning and good judgement
    - v. Effective written and oral communications
    - vi. Knowledge of department operations and ability to supervise
    - vii. Demonstration of effective leadership ability
  - b. Candidates may be subject to an oral interview panel which, if used, shall be made up of a minimum of three (3) ranking police officials (not required to be from the Palmer Police Department but, must be active law enforcement) whose rank is equal to or higher than the position subject to promotion. The Town Manager may participate in the oral interview at his/her discretion. All oral interview questions shall be standardized and shall include a standardized rating mechanism. The oral interview shall include the same format and same interviewers for all candidates interviewed.
19. Upon selecting a candidate for promotion, the Chief of Police shall forward the name(s) of the selected candidate(s) to the Town Manager with a recommendation for promotion. The Town manager, acting as the appointing authority, shall determine the final selection of a candidate for promotion.
20. Any officer who ranked higher on the promotional list than the selected candidate may request from the chief of police, the reason(s) for selection and/or by-pass. The officer's request shall be dated and submitted to the Chief of Police in writing within ten (10) calendar days of the date of the appointment of the selected candidate. The Chief of Police shall provide a written response to the requesting officer within fifteen (15) calendar days of receipt of the officer's request. The Chief's response shall specifically describe the reasons for selection and/or by-pass. A by-pass does not occur in instances where the selected candidate has a tie score with a candidate not selected.

21. The Town Manager shall provide a by-passed candidate with the opportunity to be heard within ten (10) days of the candidate receiving the Chief's reasons for selection and/or bypass, to determine if the promotional process was properly followed. The Town Manager's decision may be appealed to an arbitrator with the restriction that the arbitrator's ruling cannot exceed the authority granted to the HRD within M.G.L. chapter 31.
  
22. The Chief of Police shall initiate the promotional process outlined in this article for any permanent promotional vacancy within 180 days of the vacancy. A permanent vacancy means a vacancy resultant from an employee vacating a permanent position on a permanent basis or by the establishment of a new permanent assignment.
  
23. The Chief of Police may request a provisional promotion (i.e. Acting Sgt., Lt., etc) in any instance where there is a temporary vacancy or, in the instance of a permanent vacancy where no suitable promotional list exists or, a promotional list exists but contains the names of less than three persons eligible for and willing to accept the promotion. A provisional promotion is temporary in nature and may NOT be used to permanently fill a vacancy. Appointment to a provisional promotion is not subject to the provisions of this article.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this \_\_\_\_ day of June, 2022.

FOR THE TOWN OF PALMER

FOR THE NEW ENGLAND POLICE  
BENEVOLENT ASSOCIATION, LOCAL  
#071

By: \_\_\_\_\_  
Ryan McNutt, Town Manager

By: \_\_\_\_\_  
Tyler Bigda, President

By: \_\_\_\_\_  
Anthony Hurtado, Vice-President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_