

Waltham Police Department

CHAPTER 101

MILITARY DEPLOYMENT AND REINTEGRATION

General Order Number: GO-0

Effective Date: 01/2023, 04/2024

Accreditation Standard #: 22.2.1

PURPOSE:

The intent of this policy is to plan for deployment of agency personnel to military duty and reintegration to full duty. This policy pertains to both sworn and non-sworn members for any duration of military activations.

POLICY:

It is the policy of the Waltham Police Department to fully support the armed forces of the United States and to accommodate the member in accordance with applicable federal and state laws.

DEFINITIONS:

1. **MILITARY DEPLOYMENT:** - a military activation to any branch of the United States Armed Services that is known to, or reasonably expected to, exceed 30 days in duration.
2. **MILITARY LIAISON OFFICER (MLO):** – a member of the police department who will serve as a primary point of contact for the deployed department member and their immediate family members. The Supervisor in charge of Assignments serve as the MLO. [22.2.1-2B]

PROCEDURE:

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), once deployment orders are received, affected members or an officer of the branch of military in which the employee will be serving, are required to provide forthwith, oral or written (including electronic) notification of their pending deployment orders, including a hard copy of the deployment order from their branch of service to the Assignments Supervisor. [22.2.1-2A]

The Assignments Supervisor will serve as the point of contact for the duration of the employee's military deployment. [22.2.1-2D] Upon receiving notification that an employee will be activated for military duty, the Assignments Supervisor shall first receive approval for military leave from the Chief of Police or designee, then:

- a. Meet with the employee to explain the out-processing procedure, discuss the employee's and the employee's family's needs during military activation, and answer questions the employee may have.
- b. Assist the deployed member and/or family as requested.
- c. Attempt to ascertain the date the deployed member will be available to return to full duty. **[22.2.1-2G]**

PRE-DEPLOYMENT OUT-PROCESSING:

Prior to deployment the Assignments Supervisor shall:

- a. Ensure that an exit interview is conducted with the deploying employee by the Chief of Police or his/her designee. This interview shall be documented by the Assignments Supervisor **[22.2.1-2F]**.
- b. Ensure the employee's department issued equipment is stored in a secure area in the police station for the duration of their deployment. **[22.2.1-2E]**
- c. Collect a Military Leave Earnings Statement from the deploying employee. This statement shall be forwarded to the Payroll/Budgeting officer.
- d. Recognizing that the City of Waltham has formally accepted Chapter 33, Section 59 subsections a through e, on March 25, 2019, it is incorporated as part of this policy:
 - 1. An employee of the commonwealth in the service of the armed forces of the commonwealth or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during service in the uniformed services, annual training under section 60 or drills and parades under section 61, not exceeding 40 days in any federal fiscal year, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime. For the purposes of this section, "uniformed services" shall have the same meaning as defined in section 13. For the purposes of this subsection, "day" shall mean any 24-hour period regardless of calendar day.
 - 2. An employee of the commonwealth in the service of the armed forces of the commonwealth under sections 38, 40 or 41 shall be entitled to receive pay without loss of ordinary remuneration as a public employee and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime during the first 30 consecutive days of any mission. Thereafter, any such ordinary remuneration shall be reduced

by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and there shall be no loss of any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime. National guard duty performed under Title 32 of the United States Code shall not be deemed service in the armed forces of the commonwealth under sections 38, 40 or 41 for the purposes of this section.

3. An employee of the commonwealth in the armed forces of the commonwealth performing duty under Titles 10 or 32 of the United States Code shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.
 4. An employee of the commonwealth in a reserve component of the armed forces of the United States who is ordered to service for more than 30 consecutive days shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period. No such employee shall lose any seniority or accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.
 5. An employee of a county, city or town which, by vote of its county commissioners, city council or inhabitants at a town meeting, has accepted this section or similar provisions of earlier laws, shall be entitled to the benefits and protections of this section or the benefits of the accepted earlier law.
 6. For the purposes of this section, "base pay for military service" shall not include any housing, incentive, bonus, skills pay, allowance or other stipend or benefit paid to the employee for the employee's military service.
- e. When the employee's deployment is known to exceed the days allotted by statute, the city Payroll/Budgeting Officer shall be notified to make the appropriate adjustment in compensation consistent with M.G.L. CH 33 Sect. 59, subsections a through e.

POST-DEPLOYMENT IN-PROCESSING:

Upon a deployed employee's return to full duty, the Assignments Supervisor shall:

- a.** Ensure that a return interview is conducted with the returning employee by the Chief of Police or their designee. This interview shall be documented by the Assignments Supervisor with a copy to the Accreditation Manager for Accreditation compliance. **[22.2.1-2G]**
- b.** Coordinate with the Training Officer to ensure that the employee is current with all necessary certifications, policies, and training. **[22.2.1-2H]**
- c.** Coordinate with the Waltham Police Department Rangemaster to ensure that the employee completes a firearms qualification prior to returning to duty if an employee has missed a regularly scheduled departmental firearms qualification due to a military deployment. **[22.2.1-2H]**
- d.** Ensure that all stored equipment is returned to the employee prior to their return to full duty once the employee completes all necessary training and pre-requisites.
- e.** When applicable, notify the city Payroll Department that the returning employee has returned to full duty and to re-instate their full salary.