



AGREEMENT
BETWEEN THE
TOWN OF BRIDGEWATER
AND THE
BRIDGEWATER BRANCH
OF THE MASSACHUSETTS POLICE ASSOCIATION, MCOP
JULY 01, 2018 to JUNE 30, 2020

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This Agreement effective this 1st day of July 2018, by and between the Town of Bridgewater, County of Plymouth, Massachusetts, hereinafter designated Town, and the Bridgewater Police Association, MCOP, hereinafter designated as Association.

It is the intent and purpose of the parties hereto, to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide a procedure for the prompt and equitable adjustment of alleged grievances in order to promote a harmonious relationship between the Town and its employees covered under this Agreement so that more efficient and progressive public service may be rendered.

ARTICLE I:

RECOGNITION AND BARGAINING UNIT

The TOWN recognizes the ASSOCIATION as the exclusive representative and bargaining agent for the following bargaining unit. All employees of the Town's Police Department who hold the rank of Patrolman, Sergeant or Lieutenant, including permanent or provisional intermittent officers (who will be referred to as permanent intermittent officers in the contract), special police under a temporary emergency, policewomen, parking control officer, but exclusive of the Chief of Police. School crossing guards are not a part of the bargaining unit. Any school crossing guards performing duties within the Town of Bridgewater shall be under the direction and control of the Bridgewater Raynham School District and shall receive the same rights as may exist at this time.

The Town agrees not to interfere with, restrain or coerce employees covered under the terms of this Agreement, in the exercise of rights guaranteed them under General Laws, Chapter 150E: not to discharge or otherwise discriminate against said employees on account of their membership in, or lawful activities on behalf of the Association. It is agreed and understood between the parties hereto that no provision shall interfere with the right of the Association to directly and appropriately communicate with or petition the citizens of the Town or the Town Government on matters that affect the interests and welfare of its members.

ARTICLE II:

MANAGEMENT RIGHTS

Except as specifically provided hereunder, the Association agrees that nothing shall impair or infringe upon the Town or its duly empowered representatives from prescribing the methods and means by which its operation of the Police Department shall be conducted.

ARTICLE III:

GRIEVANCE PROCEDURE

Any grievance of the members of the Police Department in respect to wages, rate of pay, or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof shall be handled as follows:

A) An aggrieved employee shall first discuss the grievance with the Police Association, then if it is not disposed of, it shall be submitted in writing to the Police Chief by the employee, within fifteen (15) days, including Saturday, Sunday or Holidays of the date of the grievance or the employee's knowledge of its occurrence.

B) The Police Chief has fifteen (15) days, including Saturday, Sunday, and Holidays, to act on same in writing.

C) If the Grievance is not disposed of by Step (A) it shall be submitted in writing to the Town Manager, or his designee within ten (10) working days after the Police Chief's decision. The Town Manager has ten (10) days to act in writing from the date of the meeting at which the grievance was submitted exclusive of Saturday, Sunday, or Holidays.

D) If the grievance cannot be settled before the Town Manager, it then shall be submitted to the American Arbitration Association for disposition in accordance with the applicable rules of said Board within fifteen (15) working days after the reply of the Town Manager is due. The expense of such arbitration to be shared equally by the Town Manager and the Police Association. The award is then to be final and binding upon all parties.

E) A grievance shall be deemed waived unless presented to the next higher step within the time limits so provided, unless such time limits for filing a grievance are extended by mutual agreement of the parties.

F) Each written statement of a grievance shall include:

1. A concise statement of facts constituting the grievance.
2. A reference to the applicable provisions of the Agreement.
3. The date upon which the act or omission giving rise to the grievance occurred and the later date upon which the employee first learned or should have learned of same earlier.
4. The date(s) the grievance was submitted on each level of the grievance procedure.

All job benefits heretofore enjoyed by the employees will continue under the condition upon which they had previously been granted unless specifically altered, modified, or terminated under the terms of this Agreement. No employee shall be disciplined without just cause. This Agreement shall not be construed to deprive employees of any benefits or protection granted by the laws of the Commonwealth of Massachusetts.

ARTICLE IV:

UNIFORMS AND CLOTHING ALLOWANCE

Regular Police Department Officers and Parking Control Officers will receive an annual clothing allowance (to include leather goods) as follows:

Effective July 01, 2018 - \$ 1200.00

Effective July 01, 2019 - \$ 1300.00

Effective July 01, 2020 - \$ 1400.00

Motorcycle Officer, Detectives, Prosecutor, Active Bike Patrol Officers and K-9 Officer will receive an additional \$100.00 clothing allowance per year for each uniform.

Officers who purchase equipment and clothing in stores other than in emergency equipment type stores may be reimbursed upon presentation of appropriate documentation.

Permanent Intermittent Officers will receive an annual clothing allowance of one half (1/2) of a permanent officers.

(A) If a change of uniforms, in whole or part, is ordered by the Town or Chief of Police, the Town shall be responsible for the expenses.

(B) Clothing allowance shall be pro-rated for officers starting employment or off leave.

(C) This shall include a minimum of three (3) shirts each, two (2) pairs of pants, one (1) dress jacket or coat, one (1) hat and any leather goods that may be ordered changed.

(D) Sections (A) and (B) are not to be construed as a part of paragraph one of this Article for permanent Police Officers, if the cost of the reissue or change of uniforms exceeds the agreed clothing allowance, the Association will waive the right to receive the same for that year.

(E) The Prosecuting Officer and Officers assigned to work out of uniform will be allowed to purchase civilian clothing with their clothing allowance. The gun, club, mace, claw, handcuffs, holsters, handgun, ammunition allotted in the amount of 25 rounds per man per month, I.D. card, one hat badge, two breast badges, flashlight, batteries, sufficient shoulder patches and gold and silver buttons for each shirt and coat, as required, Police woman's handbag when required, will be issued to each Police Officer.

Any regular officer who has any part of his uniform soiled, damaged or destroyed while acting in the line of duty, will have same cleaned, maintained or replaced, subject to the approval the Chief depending on the extent of the damage.

(F) The Town of Bridgewater will provide any new member of the Police Department with an initial clothing allotment of Five Hundred (\$500.00) Dollars so that the new employee will be able to purchase the clothes necessary to perform his or her duties. This is in lieu of the first annual clothing allowance granted all other officers.

ARTICLE V:

VACATION

All employees occupying a full-time position or a regular part-time position shall be granted the following vacations:

After 12 months continuous service	2 weeks
After 5 years continuous service	3 weeks
After 10 years continuous service	4 weeks
After 15 years continuous service	5 weeks
After 20 years continuous service	5 weeks plus 1 day
After 21 years continuous service	5 weeks plus 2 days
After 22 years continuous service	5 weeks plus 3 days
After 23 years continuous service	5 weeks plus 4 days
After 24 years continuous service	6 weeks
In no case shall more than six (6) weeks' vacation be granted	

Said months or years in service to be computed on the basis of employee's employment anniversary date.

Such vacation shall be granted by the Head of the Department of the Town at such time, as in his opinion, will cause the least interference with the performance of the regular work of the Town, and can be taken in any hourly increment. If taking less than 4 hours off and it must be filled, then those hours must be taken contiguous with the beginning or end of the shift.

Permanent Intermittent and Special Police Officers will be granted vacation time to correspond with the number of hours worked within a given year, such as given at present in allotting vacation time. Said vacation shall not exceed two weeks and/or 40 hours per week. It is agreed to, and stipulated by the parties that a vacation week consists of five (5) days.

Effective July 01, 2016 it is agreed and stipulated by the parties that a vacation week shall consist of six (6) days.

ARTICLE VI:

PERSONAL DAYS

All employees occupying a full-time position shall be granted three (3) personal days per fiscal year to attend to personal business that could not otherwise be attended to during normal shift schedule. Such Personal Days shall be granted by the Head of the Department of the Town at such time as, in his opinion there is the least interference with the regular work of the Town. Personal time may be taken in any hourly increment. If taking less than 4 hours off and it must be filled, then those hours must be taken contiguous with the beginning or end of the shift.

Personal Days shall not be accrued year to year.

HOLIDAY PAY

Holiday pay shall be paid all employees covered under the terms of this Agreement according to the following schedule:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Law Enforcement Memorial Day	Thanksgiving
Memorial Day	Christmas day

All holidays shall be taken within 180 days of its occurrence at the discretion of the Chief. All Holiday time can be taken in any hourly increment. If taking less than 4 hours off and it must be filled, then those hours must be taken contiguous with the beginning or end of the shift.

Holiday pay shall be paid to all eligible full-time and regular part-time employees over and above his regular salary, whether he works on the Holiday, is on his day off, is on vacation, injured or on extended sick leave. (For the purposes of this article Extended sick leave is defined as: more than three (3) consecutive sick days excluding days off).

In no event shall an employee be paid for either his regular weekly wage for a holiday or any additional holiday pay if such employee is absent from work due to sick leave on the 4-12 shift preceding the following holidays or the 12-8 shift immediately following the following holidays;

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Any permanent intermittent Police Officer shall be entitled to the above provisions provided that such employee works a regular forty hour week.

Holiday pay shall be an extra day's pay at time and one half the officer's regular rate of pay.

In any one calendar year a maximum total of 12 holidays may be bought back at any time, at time and one half the officer's regular rate of pay.

If a separate W-2 form is requested for holiday pay by the individual officer, it may only be submitted prior to the second Tuesday in the month of June or the last Tuesday in the month of November.

Three officers per shift will be allowed to take a holiday or vacation day per shift, or combination thereof. Sergeants and officers assigned to detective will not be included in the number of men off.

These days will be submitted in accordance with past practice and procedure to allow more than three officers off per shift provided the vacancy may be voluntarily filled.

Vacation time or holiday or combinations thereof of 4 or more days will require 5 days notice to the Chief of Police or his designee.

A request for a paid holiday or vacation day to be taken on an actual holiday may not be submitted more than 30 days in advance of that particular holiday.

If an officer calls in sick on a holiday, he will forfeit that paid holiday with the exception of an officer scheduled to work two (2) shifts on said holiday. If that officer works one (1) of the two (2) shifts, he shall not be denied the holiday. However the exception heretofore mentioned shall not apply on

New Years Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

or to an Officer working an extra shift

ARTICLE VIII:

NOTIFICATION FOR LEAVE

Notification of leave for each eight (8) hour shift can be done by using any of the following: holiday, vacation, personal day or compensatory day. Such notice may be called in to the station to the officer in charge no later than (2) hours before the start of the assigned shift provided that the shift can be filled without having to order anyone to work.

ARTICLE IX

SICK LEAVE

Section 1. Sick leave with pay will be granted in accordance with the provisions of this article to each full time employee when the employee:

- a. is incapacitated for the performance of his/her duties by sickness or injury, except any sickness or injury in whole or in part from the voluntary use of intoxicating liquor, drugs or narcotics, any injury which is intentionally self inflicted.
- b. receives medical, dental or optical examination or treatment.
- c. is required to give care and attendance to his spouse, child, parent, or other members of his immediate household, who are afflicted with a contagious disease or serious illness.
- d. would jeopardize the health of others by his presence on duty because of exposure to a contagious disease.

Section 2. Full time employees shall accrue sick leave at the rate of one and one half (1 1/2) days for each completed calendar month of paid employment. A person hired during the course of the calendar year will be credited with an amount of sick days equal to the number of months remaining in the calendar year. Upon the next January 1st, he will accrue sick days at the rate of 1 1/2 per month.

Section 3. Notice of absence on account of sick leave shall be given on the first day of such absence prior to the start of such work day to the department head or designee. If an employee is out in excess of 3 consecutive work days, a department head may request a doctor's certificate to be submitted. Any bills incurred in obtaining such certificate are to be paid by the employer. If a department head feels that sick leave is being abused, a doctor's certificate must be submitted along with the sick leave notice from the first day.

Section 4. In the event that an employee (except first year employees) does not use any sick leave in a calendar year, then such employee shall be credited with three (3) additional sick days for the purposes of accumulated sick leave. In the event that an employee uses no more than three (3) sick days in a calendar year, then such employee shall be credited with two (2) additional sick days for the purposes of accumulated sick leave. In the event that an employee uses no more than six (6) sick days in a calendar year, then such employee shall be credited with one (1) additional sick day for the purposes of accumulated sick leave.

Section 5. In cases where an employee is injured or becomes sick through the performance of his/her duty with the department resulting in absence from duty, such absence shall be considered injured leave. Such leave shall not be charged against accrued sick leave credits. Under such circumstances, full pay will continue until the return to duty or retirement of the employee. It is agreed that an impartial doctor shall determine if the absence was caused or related to the actual performance of duty.

However, the impartiality of any doctor selected by the injured employee, offering an opinion as to the work related nature of the injury or sickness must be acceptable to the Town Manager or his designee.

At the end of each calendar year, an employee's total unused sick leave for that year and any additional sick leave credited pursuant to Section 4 shall be credited to that employee's accumulated sick leave account.

Section 6. Each employee hired on or before April 18th, 2006 shall have the right to buy back all of their accumulated sick leave upon retirement under the Plymouth County Retirement System or upon voluntary resignation after fifteen (15) years of service. Employees hired after April 18th, 2006 will have a cap of 125 sick days for the purposes of sick leave buyback.

0 - 74 days of sick leave - 25% buyback
75 - 149 days of sick leave - 40% buyback
150+ days of sick leave - 50% buyback

Sick leave payout options to retiree will be in one, two, or three-year period. Employee must notify Town of his/her retirement 90 days prior in order to exercise this option.

Section 7. An employee may access accumulated sick leave without prior approval of the Town Manager subject to this section. Those days accessed from the accumulated sick leave will be compensated at the officer's daily rate of pay when requested.

Section 8. It is agreed upon that new employees hired after June 02, 2015, exclusive of existing current permanent intermittent officers and student officers, shall not receive any sick leave buyback as listed in Article IX. These employees will be able to accumulate and utilize sick time as described in this article.

ARTICLE X

OVERTIME

(A) Any officer who is ordered or authorized by the Chief of Police, or the next senior officer in rank, to report for duty during the time that he would normally be off duty, will be paid time and one-half computed on the basis of a forty (40) hour week in his regular rank and grade provided, notwithstanding any of the following sections of this Article, any officer(s) who is/are ordered to work will be compensated at time and one-half of the officer's hourly rate.

(1) Said officer working the extra shift shall have worked a normal work week in which week the extra shift was performed.

(2) A normal work week is defined in Article XIX.

(3) Vacations, holidays, sick, personal, and compensatory days, bereavement and injury is to be considered time worked for purpose of computing overtime.

(B) Any officer who is recalled for duty or detailed in accordance with Section (A) of this article shall be paid a minimum of Four (4) hours at time and one-half in his regular rank and grade and beyond this to be paid one hour minimum for any part of an hour so worked.

(C) Overtime shall be distributed equally and impartially among permanent patrolman and sergeants within rank according to the seniority list to be maintained by the Association.

(D) Permanent intermittent officers expressly mentioned in this or previous contracts are to be considered permanent Patrolmen, and also those permanent intermittent who have at least one years experience, and who were subsequently approved by the Wage and Personnel Board after consultation with the Association are also to be considered permanent Patrolmen.

(E) Permanent intermittent officers are to be called only after the Sergeants have been called to fill Patrolmen's shifts. Whenever patrolmen's shifts are open and no permanent patrolmen volunteers to work these shifts, the shifts will be offered to the Sergeants and then to the permanent intermittent officers before any officer is ordered to work. A Patrolmen in charge of a shift will be compensated with Sergeants rate of pay, with his own incentives, for that shift. Sergeants working in place of a Lieutenant will be compensated at Lieutenants rate of pay, with his own incentives, for that shift.

(F) Court time shall be paid at a minimum of four (4) hours at time and one-half his regular rank and grade to include any judicial proceedings or hearings as a result of duties as a Police Officer. Cancellation of any judicial proceeding or hearing will require a notification to the officer eight (8) hours prior to the start of court/hearing. Failure to do so will result in the officer being compensated at four (4) hours of time and one-half his regular pay.

(G) Any Officer may request compensatory time in lieu of payment for hours or overtime worked. Twelve (12) compensatory days a fiscal year is the maximum amount of time that will be granted to an officer.

Compensatory time shall not accumulate for more than one hundred eighty (180) days from the date of accumulation and may be extended only at the discretion of the Chief.

Compensatory time may be taken in any hourly segments providing there is sufficient manpower not requiring overtime, subject to the approval of the shift supervisor.

ARTICLE XI: FOR FUTURE USE

ARTICLE XII

BEREAVEMENT LEAVE

Each employee, except for Temporary Special Police, shall be granted leave without loss of pay in the event of a death of a member of his immediate family. Such leave shall be **four (4)** days for the immediate family, (leave shall mean absence from work) excluding any days off (vacation, paid holidays, personal days, compensation days, and scheduled days off).

Employees shall be entitled to **two (2)** days leave for the death of an Aunt or Uncle, excluding any days off (vacation, paid holidays, personal days, compensation days, and scheduled days off).

Any Permanent Intermittent Officer will be entitled to death leave if bereavement falls on regular duty hours.

The immediate family shall mean and include the following:

Wife	Husband
Mother	Father
Sister	Brother
Child	
Mother-in-law	Father-in-law
Sister-in-law	Brother-in-law
Son-in-law	Daughter-in-law
Maternal Grandparents	Paternal Grandparents
Grandchildren	In-Laws Grandparents
Niece	Nephew

For the purposes of this section mother, father, sister, brother, and child shall include stepmother, stepfather, stepsister, stepbrother, and stepchild.

ARTICLE XIII

PERSONNEL POLICY

Except personnel performing school crossing guard duties, the Town or the Chief of Police, under no circumstances, shall hire or engage any person, or persons, whether paid or not, for Police duty, other than a regular member of the Police Department as named in Article I, unless no regular member is available, except for the mutual agreement between the Town and Department of Public Safety.

The Civil Defense Act and its operation by the Town shall in no manner be affected by this Article.

ARTICLE XIV

HEALTH INSURANCE

Effective July 1, 2012 it is agreed that the Town will pay 80% of the total cost of Health Insurance for each Employee and the Employee will pay 20% toward the cost of the Town's Contributory Group Insurance Plan consisting of Mayflower Municipal Health Group's BCBS, Network Blue Benchmark Plan, and HPHC Benchmark Plan

After retirement, the same conditions will prevail.

After the death of a full-time member, the Town will maintain the same benefits for the wife and minor children unless the spouse remarries.

If a full-time member is permanently disabled in the line of duty, the same conditions will prevail.

ARTICLE XV

WASHING OF CRUISERS

The Town will not require the Police personnel to wash the cruisers. This work will be done by a professional car wash. It is expected that the Police personnel will take care of normal housekeeping after accidents, etc.

ARTICLE XVI

BULLETIN BOARDS

The Town shall permit the use of all bulletin boards located in the Police Station by the Association for the posting of notices concerning Association business activities.

The Town shall permit the use of bulletin boards located in the Town buildings for informational releases by the Association.

The Town agrees to give the Association Office Space in the Police Station, no less than 10 X 12 for the purpose of conducting business.

ARTICLE XVII

EDUCATIONAL COMPENSATION

Members of the Police Bargaining Unit who have earned or shall earn a degree from an accredited / approved education institution shall be entitled to and shall receive, in addition to other compensations under this agreement, in the manner designated herein, according to the following schedule:

<i>Associates Degree</i> or equivalent in semester hours earned:	10 % of salaries
<i>Baccalaureate Degree</i> :	20 % of salaries
<i>Master's Degree</i> :	25 % of salaries

Officers may be eligible to receive 10% level benefits provided that they are currently enrolled in an approved bachelor's Criminal Justice Program, have earned at least 60 credits in that program with a minimum 18 credits being completed in criminal justice course work, and at least 25% of their total credits must be completed in residence at their current institution.

Any member eligible for educational incentive will receive compensation in full, immediately upon submission of proper documentation. Documentation submitted will be only accepted if the degree was obtained by a university or college approved by the Massachusetts Board of higher education in an approved study field. Any member who submits fraudulent documentation will be responsible for reimbursement to the Town of Bridgewater or total disbursements received.

ARTICLE XVIII

SEVERANCE PAY

Upon the death of an officer covered by the terms of this Agreement, his surviving spouse or estate shall be paid in full the employee's hourly rate of pay for all accumulated but unused sick leave days, together with full payment for all accumulated but unused vacation days, unused compensatory time, unused personal days and unused paid holidays. This compensation shall be computed on one-fifth (1/5) of the weekly salary of the Officer's daily rate of pay at the time of his death.

ARTICLE XIX

COMPENSATION

The wages for Officers covered by the terms of this Agreement shall be paid as follows:

Effective July 01, 2018

	1 st	2 nd	3 rd	4 th	7 th	10 th	15 th	20 th	25 th	28 th
PTLM	\$53,745.12	\$58,682.00	\$68,968.12	\$74,301.24	\$75,786.88	\$77,302.68	\$78,849.16	\$80,426.32	\$82,839.12	\$86,980.92
SGT	\$85,446.40				\$87,155.12	\$88,898.68	\$90,676.56	\$92,490.32	\$95,264.52	\$100,027.72
LT	\$98,263.36				\$100,228.44	\$102,233.04	\$104,277.68	106,362.88	\$109,554.12	\$115,032.32

<i>Special Police & Part Time</i>	\$26.74 per hour
<i>Permanent Intermittent</i>	\$26.74 per hour
<i>Matron</i>	\$24.89 per hour
<i>Parking Control Officer</i>	\$21.79 per hour**
<i>Detail Rate (4 hr. minimum)</i>	\$50.00 per hour
<i>Detail Rate Alcohol (4 hr minimum)</i>	\$52.00 per hour

The wages for Officers covered by the terms of this Agreement shall be paid as follows:

Effective January 1, 2019

	1 st	2 nd	3 rd	4 th	7 th	10 th	15 th	20 th	25 th	28 th
PTLM	\$54,416.96	\$59,415.72	\$69,830.28	\$75,229.96	\$76,734.32	\$78,269.36	\$79,834.56	\$81,431.48	\$83,874.44	\$88,068.24
SGT	\$86,514.48				\$88,245.04	\$90,009.92	\$91,810.16	\$93,646.28	\$96,455.32	\$101,277.80
LT	\$99,491.60				\$101,481.12	\$103,511.20	\$105,580.80	\$107,692.52	\$110,923.80	\$116,470.12

<i>Special Police & Part Time</i>	\$27.07 per hour
<i>Permanent Intermittent</i>	\$27.07 per hour
<i>Matron</i>	\$25.20 per hour
<i>Parking Control Officer</i>	\$22.06 per hour**
<i>Detail Rate (4 hr. minimum)</i>	\$50.00 per hour
<i>Detail Rate Alcohol (4 hr minimum)</i>	\$52.00 per hour

The wages for Officers covered by the terms of this Agreement shall be paid as follows:

Effective July 01, 2019

	1 st	2 nd	3 rd	4 th	7 th	10 th	15 th	20 th	25 th	28 th
PTLM	\$54,960.88	\$60,010.08	\$70,528.64	\$75,982.40	\$77,501.84	\$79,051.96	\$80,633.28	\$82,245.80	\$84,713.20	\$88,949.12
SGT	\$87,379.76				\$89,127.48	\$90,910.04	\$92,727.96	\$94,582.80	\$97,419.92	\$102,290.96
LT	\$100,486.36				\$102,496.16	\$104,546.00	\$106,636.92	\$108,769.44	\$112,032.96	\$117,634.92

<i>Special Police & Part Time</i>	\$27.34 per hour
<i>Permanent Intermittent</i>	\$27.34 per hour
<i>Matron</i>	\$25.45 per hour
<i>Parking Control Officer</i>	\$22.06 per hour***
<i>Detail Rate (4 hr. minimum)</i>	\$52.00 per hour
<i>Detail Rate Alcohol (4 hr minimum)</i>	\$54.00 per hour

The wages for Officers covered by the terms of this Agreement shall be paid as follows:

Effective January 01, 2020

	1 st	2 nd	3 rd	4 th	7 th	10 th	15 th	20 th	25 th	28 th
PTLM	\$55,510.52	\$60,610.16	\$71,233.54	\$76,742.12	\$78,276.64	\$79,842.36	\$81,439.28	\$83,068.44	\$85,560.28	\$89,838.32
SGT	\$88,253.36				\$90,018.76	\$91,819.00	\$93,655.12	\$95,528.16	\$98,393.88	\$103,313.60
LT	\$101,491.00				\$103,521.08	\$105,591.20	\$107,703.44	\$109,857.28	\$113,153.04	\$118,811.16

<i>Special Police & Part Time</i>	\$27.62 per hour
<i>Permanent Intermittent</i>	\$27.62 per hour
<i>Matron</i>	\$25.71 per hour
<i>Parking Control Officer</i>	\$22.06 per hour
<i>Detail Rate (4 hr. minimum)</i>	\$52.00 per hour
<i>Detail Rate Alcohol (4 hr minimum)</i>	\$54.00 per hour

The wages for Officers covered by the terms of this Agreement shall be paid as follows:

Effective JULY 1, 2020

	1 st	2 nd	3 rd	4 th	7 th	10 th	15 th	20 th	25 th	28 th
PTLM	\$56,481.88	\$61,670.96	\$72,480.72	\$78,085.28	\$79,646.84	\$81,239.60	\$82,864.60	\$84,521.84	\$87,057.36	\$91,410.80
SGT	\$89,797.76				\$91,593.84	\$93,425.80	\$95,294.16	\$97,199.96	\$100,115.60	\$105,121.64
LT	\$103,267.32				\$105,332.76	\$107,439.28	\$109,587.92	\$111,779.72	\$115,133.20	\$120,890.64

<i>Special Police & Part Time</i>	\$28.10 per hour
<i>Permanent Intermittent</i>	\$28.10 per hour
<i>Matron</i>	\$26.16 per hour
<i>Parking Control Officer</i>	\$22.06 per hour***
<i>Detail Rate (4 hr. minimum)</i>	\$52.00 per hour
<i>Detail Rate Alcohol (4 hr minimum)</i>	\$54.00 per hour

Detail & Road Job Descriptions:

Hourly Minimum:

MUNICIPAL DETAIL Time and One Half of the officer's Hourly Rate of Pay. Any out of town Police Officer, Auxiliary Officer, Campus Officer, Special Police Officer or Deputy Sheriff will receive straight detail rate of pay and will **NOT** be paid at weekend, holiday or overtime rate of detail pay. At no time will **any** officer (including Full Time Bridgewater Police Officers) be paid anything less than the detail rate of pay

ROAD JOB DETAIL A road job will be defined as any detail in which a police officer has to direct traffic on any public way within the borders of Bridgewater during maintenance or construction of roadways and property which immediately abuts such roadway.

PRIVATE EVENT DETAIL Any event paid by a private vendor which is not a municipal agency shall be paid at detail rate with a 4-hour minimum. Events worked beyond 4 hours will be paid by each additional hour. Any part of an hour worked is additional hour compensation. For purposes of definition, a **"PRIVATE EVENT"** will be defined as any event which does not include maintenance or construction of roadways and property which immediately abuts the roadway. Any out of town Police Officer, Auxiliary Officer, Campus Officer, Special Police Officer or Deputy Sheriff will receive straight detail rate of pay and will **NOT** be paid at weekend, holiday or overtime rate of detail pay.

STRIKE DETAIL Time and One Half the detail rate of pay.

There will be a four (4) hour minimum. Road jobs beyond four (4) hours will be compensated eight (8) hours. Details and Road jobs beyond eight (8) hours will be compensated hour for hour at time and one-half.

Any Officer working a Road Job that goes over four (4) hours shall receive a minimum eight (8) hours pay. Road jobs beyond eight (8) hours will be compensated hour for hour at time and one half.

Road Jobs that are called in after 12:00 a.m. (Midnight) the day the detail is scheduled to start, shall pay a minimum of eight (8) hours pay. Municipal details shall be exempt from this provision.

Road Jobs worked on a Saturday will be paid at time and one-half detail rate

Road Jobs worked on Sundays and holidays will be paid double time detail rate.

Road Jobs worked between the hours of 6pm and 6am will be paid at time and one-half detail rate

SHIFT DIFFERENTIAL

It is agreed that all full-time Officers who are employed between the hours of 4 p.m. to Midnight and Midnight to 8 a.m. shall receive a shift differential equal to:

07/01/2003 - 8.0% of the Officer's base salary as listed above.

This base shall be exclusive of educational benefits not to be considered as part of base pay, but to be pro-rated at an hourly basis.

Salaries provided for under this Article shall be based upon a schedule whereby the officers covered by the terms of this Agreement shall work four consecutive days and be off duty two consecutive days in a continuous rotating manner.

Each shift shall have a fifteen (15) minute overlay unless required by the Officer in charge to complete a report or perform other necessary duties. Overtime for Officers so retained shall not commence until fifteen (15) minutes after the ending hour of the shift and such fifteen (15) minutes shall not be included in any overtime computations.

Officers will undergo re-certification for First Responders and Cardio Pulmonary Resuscitation as required by law at straight time so long as such compensation is not in violation of the Federal Fair Labor Standards Act of 1988.

The normal four day week shall be thirty four hours and the five day week shall be forty-two and one-half hours to be considered a full week's pay.

If, for any reason the hours submitted by an Officer for work performed is changed in any way, whether it is due to the difference of opinion or any other reason, the Officer will be notified prior to submission to payroll for computation. All slips to be submitted under the pains and penalties of perjury.

ARTICLE XX

TERM, AMENDMENT AND MODIFICATION OF AGREEMENT

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future State Laws or Bylaws of the Town.

Should any Article, Section or portion of this agreement be held unlawful or invalid by any court, agency or board of competent jurisdiction, or in conflict with existing State Laws, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such decision the parties agree to immediately to negotiate a substitute for the invalidated article, section or portion thereof if requested by either party. The remaining parts of the provisions shall remain in full force and effect.

All provisions of this Agreement shall continue to be in full force and effect from July 1, 2018 to June 30, 2020.

This agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided.

ARTICLE XXI

COMMUNITY SAFETY AND SERVICES

In order to ensure that the Town can provide for the adequate safety and services to its inhabitants, businessmen and general public as well as the Association, sufficient funding shall be maintained to continue the standards attained to date. In the event of insufficient funding by the Town, or Proposition 2 1/2, or any other revenue reducing legislation takes effect, this Article may be reopened for negotiations upon mutual agreement of the Association and the Town Council. The purpose of reopening shall be solely for the safety and services to the Town as well as the safety of the members of the Association and not for monetary considerations. This Article is not to be construed as a minimum manning clause.

The Prosecutor will not be in charge of a shift when he is required to leave town for court purposes during that shift. The Detective, or person assigned to plain clothes, will not be in charge of a shift when he is in plain clothes and assigned to his detective duties on his regular four (4) working days of his four and two work week.

Neither the prosecutor nor the Detective will be included in the manpower assigned to the shifts when they are performing the duties of Prosecutor and Detective.

ARTICLE XXII

SHIFT BIDDING

All Officers shall complete a form, provided by the department, on which they will list their choice of shift assignments. This form shall have the officer's first three choices listed. The shift form shall be given to the officers by the first of July each year. This form shall be turned in to the Chief of Police prior to the first of August of each year. In the event a vacancy is created on a shift at any time, by reason of: retirement, death or transfer or for any other reason, that shift vacancy shall be filled by the next senior officer that bid said shift in accordance with the shift bidding procedures as defined above.

Prior to August 10, the Chief shall post a new work schedule which shall go into effect within one week after Labor Day.

The Chief shall make the new shift assignments according to departmental seniority for patrolmen and by the time in grade for the rank above patrolman.

When making the assignments the Chief shall grant each officer his first choice of the shifts unless that officer's first choice has been filled by officers senior to him: in that instance the Chief shall grant that officer his second choice of assignments unless that shift has also been filled with senior officers: in that case the Chief shall grant the officer's third choice of assignments. If the officer's third choice is also filled with senior men, he shall be assigned to the last remaining shift.

The following positions will be excused from the shift bidding process:

1. Prosecutor - will work Monday through Friday, an 8 hour shift between 7am - 4 pm, and will not be considered part of manpower, and will not be considered shift supervisor.
2. Detective - will shift bid within their unit & as members of the patrol division, they will not be considered part of manpower, and will not be considered shift supervisor
3. D.A.R.E. Officer - during the school year will work Monday through Friday, an 8 hour shift between 7am - 4pm, and will not be considered part of manpower, and will not be considered shift supervisor.
4. School Resource Officer - during the school year will work Monday through Friday, an 8 hour shift between 7am - 3pm, and will not be considered part of manpower, and will not be considered shift supervisor.

5. Lieutenants - will work Monday through Friday and will shift bid within their rank.

For one (1) year from the date of graduation from the Police Academy while a member of the Bridgewater Police Department, or an officer who has attended the Academy but less than a year's police experience, that officer may be assigned to any shift by the Chief even if it means bumping a senior officer off that shift. Upon completion of the year as defined above, a shift bidding procedure would be instituted for that one position.

If an Officer transfers into the Department with three (3) years or more of full time police experience in addition to attending the Academy, the officer will be assigned a shift as per the above provisions for a maximum of six (6) months.

The Chief may delegate the responsibility of making up and posting the work schedule.

The president of the Association or his representative shall be present while the work schedule is made up.

Shifts shall be defined as follows:

8 a.m.	to	4 p.m.
4 p.m.	to	12 a.m.
12 a.m.	to	8 a.m.

Additionally there will be a split shift defined as two consecutive 12 a.m. to 8 a.m. shifts and two consecutive 4 p.m. to 12 a.m. shifts. The first 4 p.m. to 12 a.m. shift will fall on the same day as the last 12 a.m. to 8 a.m. shift.

Any change in an officer's regular shift assignment requires a 7 day notice to that affected officer so that he/she may get their personal affairs in order.

In the event management deems it necessary to establish a new shift or change existing shifts, this part of Article XXII will be reopened for negotiations.

ARTICLE XXIII

PERSONAL RECORDS

An employee shall have the right, upon request, to examine and copy all material, including any and all evaluations, concerning such employee contained in the employee's departmental records folder. The Association shall have access to an employee's records upon written authorization by the employee involved. Whenever any material, including evaluations, is inserted into the employee's departmental personnel folder, such employee shall be promptly notified in writing and given a copy of such material. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

ARTICLE XXIV

PROCEDURE FOR PERSONNEL INVESTIGATIONS

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Police Chief. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

A. The interrogation of a member of the force shall be at an hour, preferably when the member of the force is on duty unless exigencies of the investigation dictate otherwise.

Where practical, interrogations should be scheduled for the daytime and the reassignment of the member of the force to a day tour of duty should be employed. No member shall suffer loss of pay for time spent under interrogation.

B. The interrogations shall take place at the member's station whenever possible.

C. The member of the force shall be informed of the rank, name and command of the officer in charge of the investigation as well as the rank, name and command of the interrogating officer and all persons present during the interrogation.

D. Said member shall be informed of the nature of the investigation before any interrogation commences, and the name of the complainant(s); however, the address of the complainant(s) and/or witnesses need not be disclosed; nevertheless, sufficient information to reasonably appraise the member of the allegations shall be provided. If the complaint is filed in writing, reduced to writing, or recorded mechanically, a copy shall be furnished to said member, if he so requests. If it is known that the member being interrogated is a witness only, he should be so informed.

E. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary. Said member shall be afforded an opportunity to have access to his notes and contact any available witnesses to refresh his recollection as to the alleged charges of misconduct and/or the incident in question.

F. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

G. The complete interrogation of an employee may be recorded mechanically or by a Department stenographer (and the employee shall, if formal charges are preferred against him, and upon his written request, be given an exact copy of said interrogation).

H. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.

I. In all other cases, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for a member of the force to consult with counsel or anyone else when questioned by a superior officer about matters relevant to his employment; nevertheless, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel before being questioned concerning a serious violation of the rules and regulations, provided the interrogation may not be postponed for the purpose of counsel past 10 a.m. of the day following the notification of interrogation, unless a later date is mutually agreed upon. Counsel, if available, and a representative of the employees' organization, may be present during the interrogation of a member of the force.

J. Subject to applicable law, the refusal by a member of the force to answer pertinent questions may result in disciplinary action. However, the refusal of a member to take a polygraph test will not be held against him and will not result in any form of disciplinary action.

K. Misconduct as herein referred to shall mean any matter relating to said members employment, which may constitute any violation of the rules and regulations for the Bridgewater Police Department of other law, rule, ordinance, regulation, order of the like, which may impose any burden or obligation of said member, of subject him to possible disciplinary action.

L. If a request is made for a written report, said member will be allowed a reasonable time to file the report within twenty-four hours or by ten (10) a.m. of the following day. However, if by mutual agreement of the member's superior officer and the said member, the report may be submitted at a later date. Pertinent information necessary for a supervisor to initiate an investigation will be submitted upon the request of the supervisor in an oral manner.

ARTICLE XXV

PHYSICAL FITNESS STANDARDS

All employees shall be required annually to successfully pass reasonable medical/physical fitness standards established by the Chief in mutual agreement with the Association. The purpose of such reasonable medical/physical fitness standards is to ensure that each employee physically is capable of performing duties and functions necessary for his/her service in the Department. It is the intent to achieve this purpose by encouraging employees to satisfy certain physical fitness standards, and, where necessary, by furthering conditioning and rehabilitation efforts towards satisfaction of such standards.

If an employee fails to pass the annual examination pursuant to the standards as referenced above, the employee will be eligible to undergo a further test within sixty (60) days following the administration of the initial test. The exact date of the second date will be provided to the employee not less than three (3) weeks prior to the date established for the second test. The second test will be conducted with the context of the first test as above.

If an employee fails to pass the second test pursuant to the standards as referenced above, the employee will be eligible to undergo a third test not more than ninety (90) days following administration of the second test. The exact date of the third test will be provided to the employee not less than two (2) weeks prior to the date established for the third test. The third test will be conducted and results will be determined in full conformance with the context of the first test as related above.

If an employee fails to pass the third examination pursuant to the standards as referenced above, the issue of the employee's continued employment will be subject to review and to disposition consistent with all relevant circumstances.

Notwithstanding the foregoing, where an employee's failure to achieve a passing result in any of the examinations as referenced above can be attributable in whole or in part to an impairment or a condition existing as of his/her initial entry into the Department, or to injury, illness or incapacity, such employee's continued employment will be subject to review and to disposition consistent with all relevant circumstances, including accommodations required by relevant law; provided, however, that where an employee's failure to achieve a passing result on the physical fitness examinations is due to a temporary injury, illness, or incapacity, such employee shall continue to be employed with duties adapted to such injury, illness or incapacity until such time as the employee shall achieve a passing result on the physical fitness examination.

To assist employees in meeting the reasonable medical/physical standards established by the Chief in agreement with the Association, the Town shall reimburse employees up to \$150.00 per year for membership dues paid to a health care club or gym.

ARTICLE XXVI

LAYOFFS

A. All part-time personnel shall be laid off first and those positions are to be deleted from the department structure prior to any full-time permanent personnel being laid off.

B. If you are separated from duty due to layoff and are re-employed within 4 years of your separation date, you will not be considered to have a break in service. Your seniority date will be calculated as if the break in service had not occurred.

ARTICLE XXVII

SHIFT SWAPS

An Officer will be allowed to swap shifts with another Officer. These swaps will be permitted provided they are within three (3) weeks of each other. All requests for shift swaps must be approved in advance by the Department Head or his designee. Shift Swaps will not result in any additional cost to the Town.

Any Officer who calls in sick on his end of a shift swap twice will not be permitted to participate in a shift swap for one (1) year.

ARTICLE XXVIII

JURY LEAVE

Members of the Bargaining Unit who are required to appear for jury duty in a state or federal court shall, if they are required to work on that day (whether it be a day or night shift) shall for the length of the jury duty assignment be considered temporarily transferred to the day shift for the duration of the jury assignment and that jury duty assignment shall be considered the work to be performed by the bargaining unit members. No jury service shall entitle any employee to overtime compensation for such jury service. No employee shall be entitled to additional compensation if the jury service falls on the employee's day off.

ARTICLE XXIX

PAYROLL DEDUCTION OF ASSOCIATION FEES, DUES AND AGENCY SHOP

Section 1. The Town shall monthly deduct the Association dues and initiation fees including arrearage's from the earned wages of each employee within the Bargaining Unit, such amount as determined by the Association, providing that no such deduction shall be made from any employees wages except when authorized by him on an appropriate form, a copy of which must be submitted to the Town.

Section 2. The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the Agency fees. The Union will intervene in and defend any administrative court litigation concerning the propriety of such termination for failure to pay the Agency fee. In such litigation, the Town shall have no obligation to defend the termination.

Section 3. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedures contained within this agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay such Service Fee on behalf of any employee. If the Arbitrator decides that an employee has failed to pay or authorize the payment of the Service Fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay the required Service Fee after having sufficient time to do so.

ARTICLE XXX

WORK RELATED MEDICAL BILLS

The Town agrees to establish a fund for the payment of work related medical bills for Bargaining Unit members and use its best efforts to protect against damage to an officer's credit.

The Town agrees to accept the provisions of M.G.L. Chapter 41 section 100G - Burial expenses for line of duty death.

ARTICLE XXXI

ACADEMY TRAINING COSTS

The fee for Academy Training for new officers shall be paid by the Police Department. Upon hire as an officer for the Town, such officer shall repay the Town at the rate of no less than \$5.00 per week by way of payroll deduction until such fee is repaid in full. If an officer is separated from service to the Town for any reason, excepting injury on duty or layoff, the remaining amount of the fee shall be due immediately. In the event an officer does not complete Academy Training, such officer shall be responsible to repay the Town the full fee.

ARTICLE XXXII

NO STRIKES

Section 1. A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or his willful absence in whole or in part from the performance of the duties of employment as established in a collective bargaining agreement between the Town and the Association expiring immediately preceding the alleged strike.

Section 2. No compensation shall be paid by the Town to any employee with respect to any day or part thereof when such employee is engaged in a strike against the Town.

Section 3. Any employee who engages in a strike shall be subject to discipline and discharge proceedings by the Town.

ARTICLE XXXIII

TELEVISION

The Town and Association agree that the Association may install a TV to be purchased and maintained by the Association in the Police Department. A written set of guidelines shall be established for the use of such television.

ARTICLE XXXIV

CANINE OFFICER & MOTORCYCLE OFFICER

Notwithstanding any provisions of this Agreement to the contrary, the following shall apply to the Canine and Motorcycle Officers for the Town of Bridgewater:

1. The schedule referenced in Article XIX shall not apply to the Canine Officer as the Chief of Police shall set the schedule for the Canine Officer provided, however, the Canine Officer shall work thirty-four (34) hours in a normal four (4) day week and forty-two and one half (42 1/2) hours in a normal five (5) day week.
2. The Canine Officer shall not be considered as part of manpower of a given shift as set forth by the Chief of Police for purposes of Article XXI.
3. The Canine Officer may use twenty (20) minutes of each shift for maintenance of cruiser and dog.
4. The Canine Officer shall receive two (2) compensatory day per month in exchange for the caring of the department dog when off duty. The provisions of Paragraph G of ARTICLE X shall apply to such days except the Canine Officer is changed to twenty-four (24). The provisions of ARTICLE VIII- NOTIFICATION OF LEAVE shall apply to any such days.
5. Annual shift bid for the Canine Officer will be for the following shifts: 6 p.m. - 2 a.m.; 7 p.m. - 3 a.m.; 8 p.m. - 4 a.m. at the Chief's consent for a term of one year. In the event the Canine Officer opts out of the program, the department dog shall be sent to Plymouth County for assessment as to the suitability for a new handler. If the determination that a new handler is not appropriate, then the K-9 officer may keep the dog. If the Town terminates the Canine Officer Program, the Canine Officer keeps the dog.
6. The Motorcycle Officer shall receive one (1) compensatory day per month for each month the motorcycle is in operation, in exchange for caring for & maintaining the Department's Motorcycle. This Compensatory time can only be taken if it does not need to be backfilled and shall not exceed six (6) days per season.

ARTICLE XXXV

LIGHT DUTY

Light duty offers early intervention, as approved by a medical provider, for those who are out of work due to illness or injury incurred on or off the job.

The duty will consist of “**Desk Duty**”. Desk Duty will be described as follows.

Dispatching, answering phones, receiving walk in complaints, assist with arrests (paperwork, pictures, arranging for bail and property inventory), fifteen-minute prisoner checks and any other similar work assigned to the Desk Duty Officer.

If a ranking officer is receiving this benefit and is in charge of the shift, then the senior officer on the road will receive one (1) hour of overtime for compensation acting as the road supervisor.

If more than one employee on the same shift wishes these benefits then one of the following procedures will be followed:

- A) Voluntary shift swap for 90 days - by seniority
- B) Voluntary shift swap for 30 days - by seniority
- C) Voluntary shift swap for any increment of time - by seniority
- D) Revert to shift bidding

When an employee is injured and wishes this benefit he/she shall notify the Chief in writing. Notwithstanding the provisions of the preceding sentence, the Chief may order an officer back to duty if the officer is out of work because of injury on duty and has medical clearance by the Town's doctor to work “light duty” as described under this Article XXXV of this agreement. The Chief will then forward a letter to the Officer's Physician describing light duty assignments. It is the Officer's responsibility to insure the Doctor receives this letter and returns a letter from his or her Doctor approving or disapproving such duty.

Once in this program an Officer will be eligible for it for ninety (90) days. The Chief of Police can only make an extension period.

At specified times the employee will be reexamined by the Town and personal Physician to determine whether he/she may be returned to full duty. If these Physician's disagree then the opinion of a third Physician will be sought at the expense of the effected employee.

An employee who is on light duty assignment, because injury incurred on the job, shall be provided with whatever time or without loss of pay as needed for medical examination and treatment of and rehabilitation from his or her injury after sufficient documentation is provided detailing the necessity of said examination, reasonable treatment or rehabilitation. The objective of this provision is to enable the injured employee to return to full duty as soon as possible.

ARTICLE XXXVI

MATERNITY LEAVE

Massachusetts law relative to maternity leave shall apply.

ARTICLE XXXVII

HONOR GUARD RELEASE TIME

Effective immediately the Town agrees that when Honor Guard members attend a function, they will earn Compensatory Time up to 4 hours to be used when they desire, as long as it does not create overtime.

ARTICLE XXXVIII

PUBLIC SAFETY DISPATCHERS

The Association agrees to a trial basis of this proposal, with an expiration date of (1) year from the date of first hire. At the end of one (1) year the Town agrees to negotiate the continued existence of this program. Further the Town agrees that:

A) Multiple part time dispatchers will work Monday through Friday, 8 A.M. to 4 P.M.,
(dispatchers will work between 20 and 40 hours per week)

B) The Public Safety Dispatcher will not replace the current police officer assigned to the desk.

C) At no time will the Dispatcher be given a position within the police department (i.e.: LEAPS Representative, Computer Systems Manager, Firearms Instructor, Crime Prevention Officer, etc.) Without a full time Police Officer being offered the position first. Then the most qualified person will be appointed.

D) Dispatchers will not be appointed as Special Police Officers

ARTICLE XXXIX

AED TRAINING

To maintain proficiency and certifications, the Town ensures that all members of the bargaining unit will receive annual training for the AED Defibrillator.

THIS AGREEMENT ENTERED INTO THIS 7 DAY OF AUGUST, 2018.

BRIDGEWATER POLICE RELIEF ASSOCIATION,
LOCAL 397 MCOP

TOWN MANAGER














