

AGREEMENT

Between

**TOWN OF BEDFORD
and
BEDFORD POLICE SUPERVISORS ASSOCIATION**

JULY 1, 2018 – JUNE 30, 2021

This agreement, entered into by and between the Town of Bedford, Massachusetts, hereafter referred to as "the Town" or "the Employer" and the Bedford Police Supervisors Association, hereinafter referred to as "the Union", is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

INDEX

| | Article | Page |
|--------------------------------------|----------------|-------------|
| Bulletin Boards | 26 | 18 |
| Call Back Pay | 12 | 9 |
| Clothing and Maintenance Allowance | 16 | 12 |
| Career Incentive | 28 | 18 |
| Court Time | 9 | 7 |
| Drug/Alcohol Policy | 36 | 25 |
| Duration of Agreement | 38 | 30 |
| Employee Grievance Procedures | 6 | 4 |
| Exceptional Service Recognition Plan | 36 | 24 |
| Extra Paid Details | 20 | 15 |
| Family & Medical Leave Act | 29 | 19 |
| Funeral Leave | 18 | 14 |
| Health and Welfare | 22 | 17 |
| Holidays | 21 | 16 |
| Hours of Work | 10 | 7 |
| Injured Leave | 31 | 20 |
| Longevity | 27 | 18 |
| Management Rights | 5 | 4 |
| Medical Response | 30 | 19 |
| Negotiations | 8 | 7 |
| Non-Discrimination | 3 | 3 |
| Overtime | 11 | 8 |
| Participation in Unions | 2 | 3 |
| Payroll Deductions | 4 | 3 |
| Performance Evaluation | 33 | 24 |
| Personal Business Leave | 19 | 14 |
| Preamble | | 3 |
| Promotional Process | 37 | 29 |
| Recognition and Bargaining Unit | 1 | 3 |
| Salary | 14 | 10 |
| Seniority | 7 | 7 |
| Separability | 35 | 24 |
| Sick Leave | 17 | 13 |
| Signatures | | 30 |
| Special Assignments | 15 | 12 |
| Stability of Agreement | 34 | 24 |
| Strikes and Work Stoppage | 25 | 17 |
| Temporary Service Out of Rank | 23 | 17 |
| Union Business | 24 | 17 |
| Vacations | 13 | 9 |
| Verification of Medical Condition | 32 | 23 |

PREAMBLE

The Town and the Union recognize that their prime purpose is the continuous upkeep and operation of the highest possible quality of the Police Department and all of its functions for the benefit of the citizens of the Town of Bedford. The Town and the Union recognize that it is their common responsibility to carry out this goal. This requires each employee to perform his/her responsibilities in a professional manner to provide performance of the highest quality.

Article 1 RECOGNITION AND BARGAINING UNIT

In recognition of the fact that a majority of the supervisors of the Town Police Department have chosen the Union as their collective bargaining representative, the Town hereby recognizes the Union as the exclusive bargaining representative for all police supervisors of the Bedford Police Department in the rank of sergeant, lieutenant and captain; excluding the Chief of Police, and any civilian employees of the police department not working as police supervisors and all other employees of the Town of Bedford.

Article 2 PARTICIPATION IN UNIONS

- (a) The Town recognizes the right of any employee in the bargaining unit to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.
- (b) The Town will not aid, promote, or recognize any other Union or organizations which purport to engage in collective bargaining, or make any agreement with any such union or organization for the purpose of undermining the Union.
- (c) No elected or appointed official of the Town shall participate in the management of the Union or act as its representative if such activity would be incompatible with his official duties.

Article 3 NON-DISCRIMINATION

Notwithstanding anything in this agreement to the contrary, the Employer will adhere to the provisions of all state and federal laws, regulations, decisions and guidelines in its employment practices. The Employer shall not be deemed to be in violation of this article if its actions were taken in accordance with employment practices required by any state or federal agency. Alleged violation of this article shall not be made the subject of an arbitration proceeding.

Article 4 PAYROLL DEDUCTIONS

SECTION 1 Subject to applicable law set forth in the General Laws of the Commonwealth of Massachusetts, Chapter 180 §17A, the Town shall deduct Association dues (as certified by the Association to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing authorize such deductions. The Treasurer will withhold the specified dues each week and once each month will mail said dues to:

Bedford Police Supervisors Association
Bedford Police Department
Bedford, MA 01730

SECTION 2 The employer agrees that a payroll deduction slip listing all deductions and types of overtime will be made out by the Town Treasurer and forwarded to all police supervisors with each paycheck.

SECTION 3 The Association shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished by the Employer.

SECTION 4 Agency Service Fee: Although membership in the Association is not mandatory for Bedford Police Supervisors, benefits gained by the Association are accorded all employees represented. Therefore, all employees covered by this Agreement who are not members of the Association must agree in writing as a condition of employment to contribute an amount equal to Agency Service Fees to the Association, which shall be proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 180 §17G, and Chapter 150E §12 of the General Laws, adopted by the Bedford Board of Selectmen. Said Agency fees shall be handled in the same manner as Association dues, described in Section 1 of this Article.

SECTION 5 The Employer will incur no liability for loss of dues money after the Association representative receives said money from the Town Treasurer.

Article 5 MANAGEMENT RIGHTS

SECTION 1 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 and prescribe the methods and means by which its operation of the Police Department shall be conducted, except as may otherwise be provided in this Agreement.

SECTION 2 Exclusive only of the specific and express provisions set forth in this Agreement as they limit or restrict the Employer in the exercise of the customary rights and responsibilities of its management of the Police Department, the Employer shall have the exclusive right to manage the Department, direct the working forces, contract and sub-contract, determine the operations, determine the methods, the processes and procedures, the schedules and work assignments. The right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency is the exclusive and sole right of the Employer.

SECTION 3 The failure of the Town to exercise any of its management rights in one or more instances or the decision of the Town to not exercise any of its management rights in one or more instances shall not be deemed to be a waiver by the Town if it chooses to enforce the right or rights in any other instance or instances.

Article 6 EMPLOYEE GRIEVANCE PROCEDURES

The parties recognize that it is the best interest of effective and harmonious performance of the duties and responsibilities of the Police Department for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility.

An employee shall not be removed, discharged, suspended, reduced in rank, given punishment duty or disciplined in any manner except for just cause, and such action shall be reviewable under the grievance and arbitration procedures of this article. Any dispute relative to the foregoing may be processed as a grievance under this Agreement or may be processed in accordance with law before the Civil Service Commission, provided, however, an employee may not pursue his or her arbitration remedies and his or her statutory Civil Service Commission appeal with respect to the same dispute, but must elect between them, such election to be made after the Town Manager has made a determination in accordance with c. 31, §41. If the union elects arbitration, it may do so after the decision of the Town Manager made pursuant to c. 31, §41. The election in writing shall constitute the grievance.

Grievances of a general or of a policy nature arising out of an act or an omission by the Town Manager or Board of Selectmen may be filed by the Association at Step 2 of the grievance procedure.

Any of the time limits herein may be extended by the parties acting at any step aforesaid by mutual agreement, in writing.

Except as indicated above, all grievances as defined below shall be processed in accordance with the following procedure:

A. GRIEVANCE DEFINED

A grievance shall be defined herein as a complaint between the Town and Union or an employee involving a dispute between the parties or an alleged, specific and direct violation of specific provisions of the Agreement.

An employee may file a grievance without the intervention of the Union, all as more fully provided in Mass. G.L. c. 150E, §5, and may present it up to and including Step 2. The Union shall be notified and have the right to be present. No grievance resolution shall be inconsistent with the terms and provisions of this contract.

A grievance may be initiated by the Association or by an employee.

B. TIME LIMITS

(1) All time limits herein shall consist of calendar days exclusive of regular holidays. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing.

(2) Failure of the employee or the Union to act on any grievance within the prescribed time limit will act as a bar to any further appeal and the failure of the Board of Selectmen and/or any of its agents to give a decision within the time limits shall only permit the grievant to proceed to the next step.

C. GRIEVANCE STEPS

Step 1

The Union Steward shall present the grievance in writing to the Chief of Police within seven (7) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

- (a) Name and classification of the employee.
- (b) Nature of the grievance and contract provision involved.
- (c) Steps taken to resolve the grievance informally.
- (d) Requested remedy.
- (e) Signature of the employee or employees involved or an Association representative.

The Police Chief shall have seven (7) days to act on a grievance and his answer shall be in writing. During this seven (7) day period, the Police Chief or his designated representative may meet again with the Union Steward or a representative of the local union to discuss and try to resolve the grievance.

Step 2

If the grievance remains unresolved, the Union shall present it to the Town Manager within seven (7) days after the response of the Police Chief is due. Upon the request of the Union, within seven (7) calendar days, following receipt of the written grievance, the Town Manager shall meet with the Union Steward and/or representative for the purpose of resolving the grievance. Within fourteen (14) days following the submission of the grievance by the Union to the Town Manager or within seven (7) days following the date of the requested meeting, the Town Manager shall respond, in writing, to the Union.

Step 3

If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Manager is due, with written notice to the other, request arbitration, with the American Arbitration Association. Failure to request arbitration in writing within the prescribed time shall constitute a settlement of grievance.

If the grievance is not initiated in accordance with the provisions of this Article and/or if the grievance is not processed in accordance with the time limits prescribed in this Article it shall be considered that the grievance has been settled and that the right of any further procedures under this Article has been waived.

D. ARBITRATION

The parties agree to be bound by the rules and procedures of the American Arbitration Association for submission of a matter to it and in the selection of an Arbitrator. The Town and the Union may also elect to use any other mutually acceptable arrangement to arbitrate the grievance.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration. The arbitrator shall arbitrate the question only. The arbitrator shall not have the authority to alter, modify or amend this Agreement. The decision of the arbitrator within the scope of his jurisdiction shall be final and binding upon the parties thereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

The arbitrator will be without power or authority to make a decision or award which violates the statutory law, or any rules, regulations or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government, or an award which requires the commission of an act prohibited by law.

The arbitrator shall be without authority to determine any violation or alleged violation which occurred prior to the effective date of this Agreement and he shall not recommend a right or any relief for any period of time prior to the effective date of this Agreement, except for grievances that are in process on the effective date of this Agreement or that occurred within fifteen (15) days of the effective date of this Agreement.

The fees and expenses of the arbitration proceeding shall be shared equally by the parties to this Agreement.

When a grievance as defined herein is also subject to a statutory right of appeal, the employee (or the Union, as the case may be) shall elect between arbitration and the statutory procedures as a method of grievance resolution, and the procedure chosen shall be exclusive.

Article 7 SENIORITY

Seniority shall be considered as the length of an employee's continuous service within the Police Department of the Town of Bedford. Continuous service means the most recent period of unbroken service with no breaks in service, except as otherwise defined under Civil Service Regulations. The Police Chief shall establish a seniority list, which shall be brought up to date on or before May 1st of each year. Said list shall be posted on the bulletin board.

Seniority shall prevail with regard to rank; e.g., the newest appointed sergeant while retaining his seniority in the department on matters regulated by the rules of Civil Service, would have the lowest seniority with regard to his position on the sergeant's seniority list.

Seniority for Supervisors appointed on the same date from the same Civil Service List shall be determined by their respective position on that Civil Service List and this shall be applicable within classification.

Article 8 NEGOTIATIONS

Any employee duly elected by the members of the Union to represent the membership at any and all negotiating sessions, shall be granted sufficient time off from duty to complete those negotiations.

Article 9 COURT TIME

Any employee covered by this Agreement, who is required to be in attendance, and appears, at any court hearing, or proceeding, or conference with a prosecuting official for a criminal or civil matter which arises out of the performance of his/her duty for or on behalf of the Town of Bedford at a time when he is not scheduled to be on duty, shall be entitled to, and shall receive additional compensation at time and one-half the employee's regular rate of pay, for each hour involved in the hearings for a minimum of four (4) hours. In the event that such employee is on leave without pay, compensation shall be at straight time rate of pay. A court appearance, any part of which occurs during the employee's regular shift, shall be compensated at straight time regardless of the employee's leave status. In the event an employee's appearance is cancelled or postponed less than 90 minutes before the scheduled time for the appearance, and the employee is entitled to overtime pay for such appearance, the employee shall be entitled to two (2) hours overtime pay.

Article 10 HOURS OF WORK

SECTION 1 Employees covered by this agreement shall work a schedule of either 4 days duty and 2 days off (4-2) or 5 days duty and 2 days off (5-2), as determined by the Chief.

SECTION 2 Employees covered by this agreement who work the schedule of 4 days duty and 2 days off (4-2) shall average 37½ hours duty per week computed over a period of one calendar year.

SECTION 3 Employees covered by this agreement who work the schedule of 5 days duty and 2 days off (5-2) shall have the choice of either:

- a) Working 40 hours of duty per week. The hourly rate of pay shall be the same as the hourly rate established for 37½ hour duty week; or
- b) Averaging 37½ hours of duty per week computed over a period of one fiscal year. Such an employee shall be entitled to an additional seventeen (17) days off, provided that said employee shall take all holidays listed in Article 21 and the remaining additional days as compensatory leave days. Application for the compensatory leave days will be made at least seventy-two (72) hours before taking such leave and shall be subject to the approval of the Chief of Police or his designee in advance of such absence.

The employee who wishes to choose option (b) must indicate their desire by November 1st prior to the fiscal year they wish to begin receiving this benefit.

- c) Any compensation in this contract that is expressed as an annual rate shall be determined by calculating what the hourly rate would be under the 4-2 schedule.

SECTION 4 Whenever possible, seventy-two (72) hours advance notice shall be given to an employee whose regularly scheduled shift is changed.

Article 11 OVERTIME

SECTION 1 Employees shall be expected to work a reasonable amount of overtime as a condition of their employment.

SECTION 2 Overtime pay shall be calculated at a rate of one and one-half times the employee's regular hourly rate, said hourly rate to be determined by dividing the appropriate weekly pay for 37½. (Approximate weekly pay includes base weekly pay as defined in Article 14, Longevity Pay, Career Incentive Pay, Specialists Pay (as provided in Article 15), and Medical Response Pay (as provided in Article 30).)

SECTION 3 The system for offering overtime to Department personnel shall be subject to the approval of the Chief. It shall be fair and equitable in its treatment of all employees. A written explanation of the mechanics of the overtime distribution system shall be distributed to all employees and posted on the employees' bulletin board.

SECTION 4 MANDATORY OVERTIME

Employees may be ordered in to work a patrol shift or public/town detail (e.g. Town Meeting, school sports events, etc.) as required to maintain the public safety. A list shall be established based upon inverse seniority. The least senior employee shall be first on the list at its creation and new employees shall be placed at the beginning of the list. Once a supervisor has been ordered into work their name goes to the bottom of the established list.

If a vacation or personal day has been approved in advance, the supervisor can only be ordered to work in the event of a multiple casualty incident or catastrophe.

Criteria required for the employee to be ordered in are at the Chief's discretion. However before the employee is ordered in to work the following steps should be completed:

1. All patrol sergeants have been offered the overtime.

2. All lieutenants have been offered the overtime.

The Chief shall also have the ability to order a specific supervisor to work overtime when he deems it necessary that special qualifications are desirable for a specific overtime assignment.

Article 12 CALL BACK PAY

Employees not on duty who are recalled to work after their regularly scheduled time shall receive a minimum of four (4) hours at one and one-half their regular pay regardless of the time of day. If any employee is held over after the regular shift has been completed he shall be entitled to not less than one (1) hour of pay at time and one-half. Notwithstanding the foregoing sentence, employees not on duty who are recalled to work after their regularly scheduled time for a supervisory staff meeting shall receive a minimum of two (2) hours at one and one-half their regular pay regardless of the time of day.

Article 13 VACATIONS

SECTION 1 Employees who have been in the full-time continuous service of the Town less than five (5) years shall be entitled to earn vacation leave at the rate of two (2) weeks each year.

SECTION 2 Employees who have been in the full-time continuous service of the Town five (5) years or more shall be entitled to earn vacation leave at the rate of three (3) weeks each year.

SECTION 3 Employees who have been in the full-time continuous service of the Town ten (10) years or more shall be entitled to earn vacation leave at the rate of four (4) weeks each year.

SECTION 4 Employees who have been in the full-time continuous service of the Town fifteen (15) years or more shall be entitled to earn vacation leave at the rate of five (5) weeks each year.

SECTION 5 Employees who have been in the full-time continuous service of the Town twenty-five (25) years or more shall be entitled to earn vacation leave at the rate of twenty-seven (27) days each year.

SECTION 6 Vacation leave shall be accrued each pay period prorated from the annual rate.

SECTION 7 One week's vacation shall be defined as five eight hour work periods.

SECTION 8 Vacation allowances provided under the terms of this Agreement will be calculated on a twelve month period commencing on July 1, and ending on June 30, and these allowances must be taken in the twelve month period that immediately follows and vacations shall not accumulate from year to year except as provided below. All vacations shall be granted by the Chief of Police at such times as, in his opinion, they will cause the least interference with the performance of the regular work of the Town.

Upon the approval of the Chief of Police, in advance, an employee may carry forward to the next fiscal year up to one and one-half of his annual vacation leave. This vacation shall be granted by the Chief of Police as provided above.

SECTION 9 Insofar as possible, each employee shall be granted a minimum of two (2) weeks of his earned vacation during the period beginning June 1 and ending September 30. However,

an employee may elect to take only one week of vacation during this time and his remaining vacation at other times of the year. Such vacations shall be chosen by each employee according to seniority in classification. An employee's removal from the vacation list by reason of another employee's seniority shall not be allowed after April 1.

SECTION 10 During a specified vacation period, no employee, unless there is an authorized substitution, shall work a regular tour of duty for himself or another employee. This section shall not be construed as to prevent the employee from reporting to duty in the event of an emergency.

SECTION 11 An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of his/her own, or by retirement or resignation, shall be paid for that portion of the vacation allowances earned in the vacation year during which such dismissal, retirement, or resignation shall occur up to the time of the employee's separation from the Police Department. Vacation time cannot be used as the employee's last day of employment with the Police Department.

SECTION 12 Upon the death of the employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the employee for Middlesex Retirement purposes in an amount equal to the vacation allowance earned but unused in the vacation year during which the employee died up to the time of his/her death.

SECTION 13 Vacation dates shall be granted first on the basis of rank and within rank on the basis of seniority.

Article 14 SALARY

SECTION 1A BASE WEEKLY PAY

Public Safety – Police

37.5 hrs/wk (4-2 schedule):

| Effective July 1, 2018 | Step 1 | Step 2 | Step 3 | Step 4 (20 yrs) | Step 5 (20 yrs) | Step 6 (25 yrs) |
|------------------------------|----------|----------|----------|--------------------|--------------------|--------------------|
| Lieutenant | 1,587.06 | 1,615.05 | 1,643.16 | 1,671.92 | 1,701.17 | 1,730.94 |
| Sergeant | 1,368.15 | 1,392.28 | 1,416.51 | 1,441.31 | 1,466.52 | 1,492.19 |
| Effective January 1, 2019 | Step 1 | Step 2 | Step 3 | Step 4 (20 yrs) | Step 5 (20 yrs) | Step 6 (25 yrs) |
| Lieutenant | 1,598.96 | 1,627.16 | 1,655.48 | 1,684.45 | 1,713.93 | 1,743.92 |
| Sergeant | 1,378.41 | 1,402.72 | 1,427.14 | 1,452.12 | 1,477.52 | 1,503.39 |
| Effective July 1, 2019 | Step 1 | Step 2 | Step 3 | Step 4 (20 yrs) | Step 5 (20 yrs) | Step 6 (25 yrs) |
| Lieutenant | 1,647.50 | 1,676.18 | 1,705.51 | 1,735.35 | 1,765.72 | 1,796.62 |
| Sergeant | 1,420.25 | 1,444.98 | 1,470.27 | 1,495.99 | 1,522.18 | 1,548.82 |
| Effective January 1, 2020 | Step 1 | Step 2 | Step 3 | Step 4 (15 yrs) | Step 5 (20 yrs) | Step 6 (25 yrs) |
| Lieutenant | 1,663.97 | 1,692.94 | 1,722.57 | 1,752.70 | 1,783.38 | 1,814.59 |
| Sergeant | 1,434.45 | 1,459.43 | 1,484.97 | 1,510.95 | 1,537.40 | 1,564.30 |
| Effective July 1, 2020 | Step 1 | Step 2 | Step 3 | Step 4 (15 yrs) | Step 5 (20 yrs) | Step 6 (25 yrs) |

| | | | | | | |
|--------------------------------------|---------------|---------------|---------------|----------------------------|----------------------------|----------------------------|
| Lieutenant | 1,684.77 | 1,714.10 | 1,744.10 | 1,774.61 | 1,805.67 | 1,837.27 |
| Sergeant | 1,452.39 | 1,477.67 | 1,503.54 | 1,529.84 | 1,556.62 | 1,583.86 |
| Effective January 1, 2021 | Step 1 | Step 2 | Step 3 | Step 4 (15 yrs) | Step 5 (20 yrs) | Step 6 (25 yrs) |
| Lieutenant | 1,701.62 | 1,731.24 | 1,761.54 | 1,792.36 | 1,823.73 | 1,855.64 |
| Sergeant | 1,466.91 | 1,492.44 | 1,518.57 | 1,545.14 | 1,572.18 | 1,599.70 |

Base pay is understood to be the Sergeant level, with the Lieutenant's pay at a sixteen (16) percent differential increase from the Sergeant rate.

Advancement in Steps:

Step 1 – occurs upon promotion.

Step 2 – occurs upon the first anniversary of promotion.

Step 3 – occurs upon the second anniversary of promotion.

Step 4 – occurs upon the third anniversary of promotion and a minimum of 15 years in the Bedford Police Department (effective January 1, 2017).

Step 5 – occurs upon the fourth anniversary of promotion and a minimum of 20 years in the Bedford Police Department (effective January 1, 2017).

Step 6 – occurs upon the fifth anniversary of promotion and a minimum of 25 years in the Bedford Police Department (effective July 1, 2017).

SECTION 1B ROLL CALL

Effective on November 4, 2006 patrol supervisors will have 15 extra minutes added to the beginning of each shift, and administrative supervisors will work an additional 15 minutes each shift as determined by the Chief in a manner that is deemed most effective for the operations of the department. In exchange for working said 15 extra minutes for roll call, employees shall receive, in addition to all other compensation, additional compensation equivalent to 3.25% multiplied times the sum of the following: A.) an employee's base pay as shown in Section 1A above; B.) any night differential as shown in Section 2 below (if applicable); C.) any special assignment compensation as specified in Article 15 herein (if applicable); D.) any longevity compensation as specified in Article 27 herein (if applicable); E.) any medical response pay as specified in Article 30 herein (if applicable); F.) clothing and maintenance compensation as specified in Article 16 herein; and G.) Supervisor Third Shift Premium as specified in Article 14, Section 3 herein.

Notwithstanding the foregoing, for compensation and leave purposes, the workweek shall be 37.5 hours and shifts shall be treated as 8 hours (for example, an employee working an 8 hour 15 minute shift on overtime will receive 8 hours at the overtime rate), except for the purposes of computing night differential which, effective upon funding of this agreement, shall be based on an 8-hour and fifteen minute work shift.

Roll call pay, as described in this section, shall be included in the employee's rate of pay for all purposes.

SECTION 2 NIGHT DIFFERENTIAL

Each officer who performs work from 3:00 PM to 7:00 AM shall receive additional compensation at the following rates: effective July 1, 2018, \$2.50/hour; effective July 1, 2019, \$2.60/hour; and effective July 1, 2020, \$2.75/hour.

Night differential pay will be included in the calculation of the Career Incentive pay under Article 28.

When a day shift employee works an overtime shift that is during the hours of 3:00 PM to 7:00 AM, night differential will be paid monthly as a separate item, this additional pay will not be included in the Career Incentive pay under Article 28.

SECTION 3 SUPERVISOR THIRD SHIFT PREMIUM

Any sergeant working the 11:00 p.m. to 7:00 a.m. shift shall receive an additional shift premium of \$5.00/shift; effective July 1, 2020, this rate shall be increased to \$7.00/shift, in recognition of the supervisory responsibilities associated with this shift.

SECTION 4 BIWEEKLY PAY

The employer may compensate employees on a biweekly basis.

SECTION 5 REGULAR COMPENSATION FOR RETIREMENT PURPOSES

To the extent permitted by law, all fringe benefit compensation including:

- Article 14 - Night Differential
- Article 14 – Supervisor Third Shift Premium
- Article 15 - Special Assignments
- Article 16 – Clothing and Maintenance, Section 1
- Article 21 - Holidays
- Article 27 - Longevity
- Article 28 - Career Incentive
- Article 30 - Medical Response

shall be considered regular compensation for the purposes of calculating retirement allowances under Mass. G.L. c.32.

Article 15 SPECIAL ASSIGNMENTS

SECTION 1 Officers regularly assigned to the following duties shall receive compensation for the period so assigned.

A. Detectives appointed by the Chief shall be paid additional compensation of \$53.00/week effective July 1, 2018; \$54.00/week effective July 1, 2019; and \$55.00/week effective July 1, 2020.

B. The accreditation officer, safety officer (s), juvenile officer (s), crime prevention officer(s), traffic officer(s), armorer, elder affairs officer, and teletype specialist appointed by the Chief shall be paid additional compensation of \$47.00/week effective July 1, 2018; \$48.00/week effective July 1, 2019; and \$49.00/week effective July 1, 2020.

SECTION 2 When a special assignment position as defined under Article 15 becomes vacant, such vacancy shall be posted in a conspicuous place for a period of not less than ten (10) calendar days. Employees interested shall apply in writing within the ten (10) calendar day period. The employer shall award the position based upon the employee's skill, ability, performance and experience.

Article 16 CLOTHING AND MAINTENANCE ALLOWANCE

SECTION 1 The Town agrees to provide all essential equipment or special clothing that it deems necessary for the employee to perform his/her duties; provided that each employee shall receive an annual \$300 allowance for footwear. Said allowance shall be deemed a complete provision for footwear under the terms of this Agreement. The annual allowance shall be \$320 per year, effective January 1, 2013. Effective July 1, 2013 the allowance shall be \$340 per year. Effective July 1, 2014 the allowance shall be \$360 per year.

SECTION 2 The Town agrees to replace all clothing, equipment or personal property of an employee damaged or destroyed in the line of duty.

SECTION 3 Employees regularly assigned to duty for which they are required to wear non-uniform attire shall receive an allowance for the purchase of such clothing in an amount approved by the Chief, but not to exceed \$575.00 per year. Effective July 1, 2014, the allowance may not exceed \$600.00. Routine maintenance of police uniforms shall be considered part of said annual limit. Footwear replacement shall be governed by Section 1 of this Article.

Article 17 SICK LEAVE

SECTION 1 Employees shall be entitled to fifteen (15) days of sick leave for each year of employment. They shall accrue sick leave each pay period prorated from the annual rate. Sick leave may not be used for any other purposes except illness, injury or disability which prevents the employee from performing his/her normal duties, except that up to five (5) sick days may be used by the employee for the illness of a spouse, parent, or dependent child.

SECTION 2 Any employee absent for three (3) days or more, or absent the day before or day after any scheduled day off (including vacation periods) may be required to submit satisfactory proof of illness prior to receiving sick leave pay. Verification of sickness by a physician may be required in cases of suspected abuses of sick leave after the employee has been counseled concerning said sick leave usage.

SECTION 3 Days of sick leave not used by an employee in any given year may be accumulated by him/her without limit. If said employee is retired at any time within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, or upon resignation from employment after twenty-five (25) or more years of creditable service, or dies while employed by the Town he/she shall be paid one day's salary for every four (4) days of sick leave accumulated, up to a maximum accumulation of 220 days (for 55 days of pay at the maximum), said payment to be at the rate in effect at the time of the employee's retirement, resignation, or death.

SECTION 4 In order to reward and enhance superior attendance, Police Supervisors shall be granted additional compensation in cash payment based upon usage of sick leave in each fiscal year as follows:

| | |
|----------------------------|----------|
| *Zero (0) sick days used - | \$300.00 |
| *One (1) sick day used - | \$200.00 |
| *Two (2) sick days used - | \$100.00 |

The measurement of sick days under this provision shall commence on July 1st of each year. Said cash payment shall be made in a lump sum on the first pay day following July 31st each year based upon the prior fiscal year's sick leave usage.

Article 18 FUNERAL LEAVE

An employee shall be granted leave without loss of pay as follows:

1. In the event of the death of a spouse/partner or child of an employee - four (4) consecutive work days.
2. In the event of the death of a mother, father, sister or brother of an employee - three (3) consecutive calendar days.
3. In the event of the death of grandparents, immediate in laws, or other members of the immediate household of an employee - two (2) consecutive calendar days.

For the purposes of this Article, a work day shall be equivalent to one 8-hour shift. In addition, a partner shall be considered a person, regardless of gender:

- A. with whom the employee has a personal relationship and who permanently resides with the employee and who is not otherwise specified in categories 2. or 3. above,
- B. to whom the employee is engaged, or
- C. who is the other parent of the employee's biological or legally adopted child.

The Police Chief shall determine whether the conditions are met for the leave under the provisions of this paragraph; this determination shall be final and not subject to the grievance procedure in Article 6 of this Agreement.

Article 19 PERSONAL BUSINESS LEAVE

SECTION 1 Effective July 1, 2002, in any fiscal year, an employee shall be granted two (2) days leave for which he/she will be paid his/her hourly rate at eight (8) hours per day to conduct personal business.

SECTION 2 Should additional personal business leave be necessary, the Chief, at his discretion, may grant such additional leave, but such additional leave will be deducted from the employee's vacation.

SECTION 3 It is recognized that absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of the Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-working days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. It is further understood that approval of any request for personal leave will be at the discretion of the Chief of Police. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.

SECTION 4 Application for personal leave (except in cases of emergency) will be made at least seventy-two (72) hours before taking such leave and shall be subject to the approval of the Chief of Police or his designee in the advance of such absence. If, because of lack of time in an

emergency situation, permission is sought and granted orally, such permission must be confirmed in writing using the standard procedure.

Article 20 EXTRA PAID DETAILS

SECTION 1 APPLICABILITY

The following provisions shall govern the assignment of extra paid details to police supervisors where the detail is to be paid for by another town department, by a government body, an outside individual, individual groups, corporations, business establishments or organizations.

SECTION 2 ASSIGNMENTS

All assignments shall be made by the Chief of Police or his representative on a voluntary basis and shall be distributed equally among all full-time employees covered by this Agreement.

SECTION 3 RECORDS

The Chief shall maintain a record of all such assignments, which record shall be made available for examination by the Union's president upon request.

SECTION 4 REVOLVING FUND

A revolving fund for the payment of extra details shall be established as provided for in the Massachusetts General Laws Chapter 44, Section 53C, with payments being made monthly on a separate check.

SECTION 5 HOURLY RATES

The following rate schedules shall become effective as indicated:

- A. All regular details shall be paid at the hourly rate for a minimum of four (4) hours, provided that said minimum shall not apply to the so called "Ramps" as specified in Section 5B below. All Details: The employee shall be compensated at \$52.00 per hour. Effective July 1, 2020, this rate shall be increased to \$53.00 per hour.
- B. Ramps: Paid the applicable detail rate in part A, plus five dollars (\$5.00) and one quarter the hourly rate for each quarter-hour thereafter.
- C. Supervisor Rate: The Chief, at his sole discretion, may designate a Sergeant or Lieutenant to function in a supervisory capacity. Supervisor Rate: Effective as of the date of this contract, the hourly rate charge for such work shall be at the rates of \$5.00 per hour over Section A.
- D. Time and one-half the hourly detail rate in subsections A and C above shall be paid Sundays, on holidays, for strikes, after eight (8) consecutive hours of detail work, or between the hours of 11:00 P.M. and 7:00 A.M.

SECTION 6 EMPLOYEE ELIGIBILITY

Whenever practicable, extra detail assignments shall not be given to part-time, special or reserve officers unless all employees covered by this Agreement have had an opportunity to accept or reject the assignments.

SECTION 7 ALCOHOL BEING SERVED

Any detail where alcohol is legally served shall be paid, in addition to the applicable detail rate, an amount equal to three dollars (\$3.00) per hour. Effective as of the date of this contract, the hourly rate charge for such work shall be \$5.00 per hour over the applicable rate. Effective July 1, 2019, the hourly rate charge for such work shall be \$6.00 per hour over the applicable rate.

SECTION 8 EXTRA PAID DETAILS OUTSIDE BEDFORD

Any police officer working on a detail in another community shall not be eligible for leave under M.G.L. c. 41, §111F if injured while in the course of duty in such other community, except to the extent specifically set forth in this agreement. The Town shall cooperate with other communities and the Association to provide information or approval for said other community to appoint a Bedford officer as a special police officer.

SECTION 9 CANCELLATIONS

Cancelled details shall be billed at a rate of four hours if not cancelled at least two hours prior to the scheduled start of the detail.

SECTION 10 EXTENDED DETAILS

If an employee works more than four hours on a detail, he/she shall be paid for eight hours at the applicable rate. This section shall not apply in any way to details paid for directly or ultimately by a department of the Town of Bedford.

**Article 21
HOLIDAYS**

SECTION 1 Except as otherwise provided for below, supervisors shall be guaranteed the following eleven (11) paid holidays each year:

| | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Patriot's Day | Christmas Day |
| Independence Day | |

Holiday pay shall be computed at the rate of one fourth ($\frac{1}{4}$) of a week's pay per holiday.

SECTION 2 Supervisors working a patrol shift on either Christmas or Thanksgiving will be paid an additional three (3) hours of straight time. A shift shall be on Christmas or Thanksgiving if all, or substantially all (at least 6 hours), of the shift hours fall within the 24-hour calendar day that comprises the holiday. For example a shift that begins at 11pm on Christmas Eve is worked on Christmas, but a shift that begins at 11pm on Christmas Day is not.

SECTION 3 In order to be eligible for holiday pay, the employee must work his/her regularly scheduled workday(s) before, on, and after the holiday unless the absence is previously approved for leave or for circumstances beyond the control of the employee, and authorized by the Chief.

SECTION 4 Those employees who exercised the provisions of former Article 36 (Exceptional Service Recognition Plan) from the predecessor agreement between the Town of Bedford and the Bedford Police Supervisors Association, July 1, 2007 – June 30, 2009 and who received the

benefit payments thereunder shall be ineligible for holiday pay once the one (1) year period for receiving benefits under the former Exceptional Service Recognition Plan have been completed. In this circumstance holiday pay shall be prorated to reflect the last holiday occurring during the Exceptional Service benefit period.

Article 22 HEALTH AND WELFARE

SECTION 1 The parties acknowledge that health insurance is provided by the Town pursuant to M.G.L. c. 32B, § 23.

SECTION 2 The Town's contribution rate for HMOs will be 83% for individual plans and 61% for family plans. The subscriber shall pay the remainder. Employee contributions may be made on a pre-tax basis through a so-called Section 125 plan.

SECTION 3 The Town will continue to offer dental insurance through Delta Premier Plan B and contribute 50% of the cost regardless of whether the subscriber is in an individual or family plan

SECTION 4 The employer agrees to indemnify all employees covered by this Agreement for their reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses incurred as the natural and proximate result of an accident occurring, or undergoing a hazard peculiar to their employment, while acting in the performance and within the scope of their duty without fault of their own. Said indemnification to be out of an appropriation for the purpose of Clause 32 of Section 5 of Chapter 40 and under the provisions of Section 100 of Chapter 41 of the General Laws, as amended.

SECTION 5 The employer agrees to provide an annual medical physical examination to any employee that requests such an examination. The time, doctor and location of the physical examination shall be determined by the employer.

Article 23 TEMPORARY SERVICE OUT OF RANK

Any employee covered by this Agreement who is temporarily designated to assume the duties and responsibilities of a higher rank, for a period in excess of four consecutive shifts (including time interrupted by regularly scheduled days off), shall receive the pay of such higher rank from the date he assumes such rank, until he is relieved of such responsibilities.

Article 24 UNION BUSINESS

The Town agrees that Union officers who wish to swap shifts with other police supervisors in order to absent themselves from the Department to conduct Union business shall be allowed to do so upon notice, given to the Police Chief. The parties agree that under no circumstances shall this right be interpreted to mean that such Union officers shall be entitled to pay from the Town while conducting Union business.

Article 25 STRIKES AND WORK STOPPAGE

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and employees within the bargaining unit in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, instigate, sanction or condone any strikes, work stoppages, delays or any concerted refusal to perform normal work duties, as such actions are defined by M.G.L. C 150E, on the part of any employee or group of employees covered by this Agreement.

Article 26 BULLETIN BOARDS

The Town shall provide bulletin boards not smaller than 30" by 40" with space for Union notices concerning Union business and activities in the Police Station. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post political, denunciatory, or inflammatory written or pictorial material on such bulletin boards. If, in the opinion of either party, such material is political, denunciatory or inflammatory, the party posting the material shall forthwith remove it.

Article 27 LONGEVITY

SECTION 1: Employees hired on or before February 21, 1989 shall be paid additional compensation for longevity, in recognition of continuous employment with the Town, which shall be added weekly to their regular rate of pay in accordance with the following schedule:

| | | | | | |
|-------------------|-------|---------|---------|---------|---------|
| Years of Service: | 5 | 10 | 15 | 20 | 25 |
| Annual Amounts: | \$750 | \$1,100 | \$1,550 | \$2,150 | \$2,550 |

SECTION 2: Employees hired after February 21, 1989 shall not be paid additional compensation for longevity.

Article 28 CAREER INCENTIVE

1. All regular full-time police superior officers whose service has been continuous since their original date of employment, who further their education in the field of police work, shall receive a base salary increase under M.G.L. c. 41, §108L (the "Quinn Bill").

| Degree | Base Salary Increase |
|---------------|----------------------|
| Associates* | 10% |
| Baccalaureate | 20% |
| Masters | 25% |

*In accordance with M.G.L. c. 41, §108L, Associates degree includes 60 credits in a program leading to a Baccalaureate, and will be compensable only to the extent so recognized by the Commonwealth under this section.

This section shall apply only to regular full-time police officers who had compensable degrees, or were matriculated in a qualifying program under the so-called Quinn Bill as of October 1, 2009. Such officers will continue to receive from the Town full payment without regard to whether the Commonwealth reimburses its share of the costs of that program.

Lateral hires who earned qualifying degrees prior to October 1, 2009 and who were receiving full Quinn bill benefits with their former municipality up to the time of transfer to the Town of Bedford, will also be eligible for benefits under this section.

2. Regular full-time police superior officers who did not have compensable degrees or were not matriculated in a qualifying Quinn Bill program as of October 1, 2009, and all officers hired after October 1, 2009, inclusive of lateral hires who do not qualify for Quinn bill under the provisions outlined in Section 1 above, will receive education incentive as follows:

| | |
|-------------------|-------------------|
| Associates Degree | \$5,000 per year |
| Bachelor's Degree | \$7,500 per year |
| Master's Degree | \$10,000 per year |

3. Payments under G.L. c. 41, §108L and under Section 2 above shall be included in base pay for purposes of overtime and holiday pay, in accordance with said statute and the practice of the parties.

4. Grievance-arbitration shall be the exclusive procedure for resolving disputes involving educational incentive payments under the statute and/or under the collective bargaining agreement, notwithstanding any other remedy or recourse available to employees or the Union prior to the ratification of this agreement.

5. Semester hours of credit must be earned as part of a degree program yielding an Associate, Baccalaureate or Master's Degree in the field of police work awarded by an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

6. Career Incentive increases shall be granted upon certification of the Massachusetts Board of Higher Education, Office of Student Financial Assistance in accordance with the guidelines set forth by said organization. For officers not eligible for Quinn Bill payments under Section 1 above, the Town will certify degrees under the same guidelines applicable to those eligible for Quinn Bill.

Article 29 FAMILY & MEDICAL LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend to certain responsibilities regarding the education of the employee's child, or the placement of an older relative in a nursing home. Paid leave may be substituted for unpaid leave under certain circumstances. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Act. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws.

Article 30 MEDICAL RESPONSE

In consideration of increased requirements concerning first responder and defibrillation training and qualification (including both time and out-of-pocket expense), each member of the bargaining unit shall receive an additional yearly payment payable in biweekly increments, which payments shall be included in the rate of pay for all purposes.

Yearly pay rate for medical response pay are as follows: effective July 1, 2018, \$1,425 per year; effective July 1, 2019, \$1,475.00 per year; and effective July 1, 2020, \$1,575.00 per year. Such payments are subject to reduction, on a pro-rated basis (60% first responder; 40% defibrillation), to the extent that the member does not fulfill the Department's requirements concerning such training and qualification.

It is understood by the parties that if the Town elects to roll Medical Response Pay into base wage, such roll-in will be placed into Sergeant's base wage. The Town, at its sole discretion may reduce or eliminate said payment by increasing in an equal amount base pay as specified in Article 14, Section 1.

Article 31 INJURED LEAVE

The following provisions will govern claims for injured leave and for reimbursement of medical expenses in the Department under Mass. Gen. Laws c.41, sections 100 and 111F. To the extent that these provisions conflict with any other past rules, practices and procedures for administering such claims, these provisions will govern:

A. PRELIMINARY REVIEW

1. An employee claiming to have sustained an injury compensable under 41-111F or medical expenses compensable under 41-100 must report the circumstances in writing to the Chief as soon as possible but not later than 48 hours after the incident giving rise to the claim. If an employee is unable to submit a report within the 48 hour period, the employee may have a report submitted on his or her behalf no later than five (5) calendar days after the incident giving rise to the claim. An exception to this time limit shall apply in cases where the employee is unknowingly exposed to illness in the line of duty and later contracts the illness. In such a case, the above time limit shall run from the time when the employee has reason to know of the facts which indicate that the illness is related to the job.
2. The Chief shall review the report and the claim. This review process may include an investigation of the circumstances giving rise to the claim, including interviews with the employee filing the claim. The Chief may require the employee filing the claim to provide additional factual and medical information. The Chief may require the employee to be examined by a physician or other physician specialist designated by the Town and to provide the examiner and the Town with complete medical records of the ongoing incident. (Unless specified otherwise, subsequent references to a "physician" will refer to a physician or a physician specialist.) The Chief may retain consultant and other services to assist him in the review of the claim.

The goal of the Chief's review will be to determine whether it appears that the claim is compensable under 41-111F and/or 41-100 and to identify any third party who may be liable for the injury to the employee. The employee is obligated to provide the Chief with prompt and complete cooperation.

3. After completion of his review, the Chief will forward the employee's report and other documents the Chief determines to be pertinent to the claim to the Town Manager or his designee. The Chief will provide a report to the Town Manager and a complete copy to the employee which may include his recommendations with respect to the claim, (Unless otherwise specified in this Article, a reference to the "Town Manager" will refer to the Town Manager or his designee.)

Except where the receipt of information important to the claim is unavailable or in unusual circumstances, the Chief will complete his review and forward his report to the Town Manager within 14 (fourteen) calendar days after receiving the employee's written report.

B. TOWN MANAGER DECISION

1. The Town Manager or his designee shall review the recommendation of the Chief and conduct any additional investigation that he deems necessary, including taking any of the steps available at the Chief's review level that the Chief may not have taken. The Town Manager's review shall be designed to determine whether the claim is compensable under 41-111F and/or 41-100, to identify any third party who may be liable for the injury to the employee and to determine whether the employee has met the employee's obligations under this article.

The Town Manager shall decide whether the claim shall be accepted and paid. No claim will be considered accepted until the Town Manager issues a written decision allowing the claim.

If the Town Manager determines that the employee's claim is compensable under either 41-111F or 41-100, he will take the steps necessary to arrange for payments to the employee and/or the medical providers.

Except where the receipt of information important to the claim is unavailable or in unusual circumstances, the Town Manager will complete his review of the claim and issue his decision within fourteen (14) calendar days after receiving the Chief's recommendation.

The Town Manager's determination of whether the claim is compensable under 41-111F and/or 41-100 may be disputed and processed as a grievance under this Article 6 of this Agreement.

C. ACCEPTED OR REOCCURRING CLAIMS: RETURN TO DUTY

1. The Town may apply the procedure set forth in this article to re-occurring claims and/or claims which have been previously accepted by the Town. The Town's acceptance of a claim under 41-111F or 41-100 shall not in any way limit its ability to apply the review process outlined above to determine whether an employee is fit to return to duty after being out on injured leave and/or whether a medical expense should be paid.

The employee's obligation to fully and promptly cooperate with the review process continues with respect to the Town's review of ongoing claims.

2. If the Town accepts any claim under 41-111F or 41-100, the employee will fully cooperate with any efforts by the Town to seek reimbursement from a third party who the Town determines to be responsible for the injury giving rise to the claim. The employee will notify the Chief immediately of any action taken by the employee against any party for any recovery arising from any injury the employee claims to be compensable under 41-111F and/or 41-100.

3. If for any reason the employee's physician and Town's physician do not agree concerning the employee's fitness to return to duty, a third physician who has no affiliation with the Town or the employee will be used to make a final decision at the cost of the Town. The selection of this third physician shall be agreed upon by both parties.

D. ADDITIONAL PROVISIONS

1. An employee who is unable to work due to an injury the employee claims to be compensable under 41-111F or 41-100 may use other leave the employee has accrued while the claim is being reviewed by the Town, provided the employee meets all of the requirements to be eligible for that type of leave. The departmental payroll shall clearly indicate the type of leave under which the employee is being compensated. To the extent that the Town determines that the employee's leave time is compensable under 41-111F, the accrued leave used by the employee shall be restored immediately in accordance with that determination.
2. Employees who are determined fit for duty under the provisions of this article shall return to work or be removed from the payroll and be subject to disciplinary action, up to and including termination.
3. Besides the grounds for rejection of a claim set forth elsewhere in this Article or the Statute, the following will constitute grounds for rejecting a claim for benefits under 41-111F or 41-100:
 - a. If an employee shall attempt to deceive or mislead an attending physician or surgeon concerning his case;
 - b. If the employee refuses or fails to conform to the care instructions of his or her physician or the Town's physician (to the extent that the Town physician's care instructions do not conflict with the care instructions of his physician);
 - c. If the employee fails to cooperate with the Department in obtaining medical or other evidence relating to his or her incapacity and treatment, including initial and follow-up evaluations and monitoring by the Department-designated physicians and medical professionals
 - d. If the employee works in any capacity outside the Department while receiving benefits under this article, except with the express, written permission of the Chief to do so while on sick or injured leave;
 - e. If the employee does not make diligent efforts to rehabilitate himself or herself to return to duty as soon as possible or engages in activities which will interfere with the employee's prompt return to duty;
 - f. The employee fails to meet any of the employee's obligations under the provisions of this Article;
4. Employees receiving paid leave are not eligible to accrue other forms of paid leave after sixty (60) calendar days on injured leave.
5. Nothing in this article shall affect in any way the Town's ability to initiate retirement or discharge proceedings for an officer who is medically incapacitated or who represents that he or she is medically incapacitated from resuming duties as an officer.

E. LIMITED DUTY

1. Employees who are temporarily incapacitated for full duty but capable of light duty may be assigned light duty in the discretion of the Chief.

At the Town's request, the employee will release to a Town-designated physician all related medical records/reports requested by the Town to make a determination of the employee's ability to perform limited duty.

The Town may require an employee to undergo an evaluation by a physician or physician specialist designated by the Town to determine the employee's ability to perform limited duty. Said physician shall consult with the employee's specialist if the employee so requests.

Employees who are determined fit to perform limited duty, requested by the Chief to do so and fail to do so shall be removed from the payroll and be subject to disciplinary action, up to and including termination.

F. SECONDARY EMPLOYMENT

1. Employees who sustain an injury in the course of performing work for an employer other than the Town of Bedford, whether injury causes or contributes to any incapacity resulting in any absence from work, shall not receive injured leave under G.L.c. 41, §111F for the period of said incapacity. Such employees shall be eligible for sick leave, to the extent it is available in the employee's individual accrual.

G. INTERVENTION, MONITORING AND REHABILITATION

1. The Union acknowledges the Town's right to monitor the rehabilitation of employees who are unable to report to work due to incapacity, with the goal of returning the employee to work as soon as the incapacitating condition allows it. Employees are obligated to reasonably cooperate in this effort. This provision and other agreement provisions, along with the expressly negotiated procedures in the Town related to intervention, monitoring and rehabilitation of incapacitated employees, supersede any provisions of the Massachusetts Retirement law (M.G.L.c. 32), as amended, calling for intervention, monitoring, rehabilitation or anything related thereto to be performed by the Middlesex Retirement Board or any other entity.

H. OUT OF TOWN DETAIL INJURIES

1. If an officer suffers an injury while working a detail outside of the Town of Bedford then the employee shall be entitled to not more than 60% of the benefits (pay) normally available under §111F. In addition, the Town shall have the option of limiting the payment of such benefits to a 12-month period from the date of the injury. After the expiration of the 12-months, the Town may cease injured on duty benefits, and the employee will thereafter be treated as though on sick leave.

Article 32 VERIFICATION OF MEDICAL CONDITION

Employees may be required to provide a written release of all relevant medical records concerning an illness or injury for which benefits are claimed, or, when the employee is sent to a Town-designated physician for an evaluation of fitness for duty, to release such medical records as are relevant to an evaluation of the employee's current fitness for duty. The Town shall pay the cost of examinations it initiates under this provision.

Article 33 PERFORMANCE EVALUATION

SECTION 1 INTENT

The Police Department shall conduct an annual progress/performance review for each employee. The review system is intended to:

- 1) establish individual objectives in support of departmental goals and to ensure a common understanding by both manager and employee of what is expected in terms of job performance;
- 2) serve as the basis for identifying employee accomplishments, as well as the need for performance improvement;
- 3) plan training, guidance and self development activities that will help employees gain the knowledge and skills to improve performance, advance career goals, and increase job satisfaction;
- 4) provide documentation of employee performance to serve as the basis for personnel actions and
- 5) continuously improve Town services.

SECTION 2 REVIEW

Each employee shall receive an annual performance review, to be conducted by the employee's immediate superior, unless otherwise directed by the Chief.

Article 34 STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of this agreement shall bind the parties hereto unless made in writing and executed by the parties hereto.

The failure of the Union or Town to insist, in any one or more incident, upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

Article 35 SEPARABILITY

SECTION 1 Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (federal or state), or should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

SECTION 2 Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.

SECTION 3 In the event that any part of provision of this Agreement is in conflict with any law, such law shall prevail so long as such conflict remains. This section is hereby declared and recognized to be a voluntary provision of this Agreement and not a statement or restatement of law.

Article 36
DRUG/ALCOHOL POLICY

A. PURPOSE

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Bedford Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Police personnel impaired by drugs or alcohol create an unreasonable danger to their fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members.

B. PROHIBITED CONDUCT

1. The following conduct shall constitute an offense under this Article.
 - a. The use, transfer, manufacture, sale or unauthorized possession of any illegal drug when not related to the lawful performance of police duties.
 - b. The use or unauthorized possession of alcohol during working hours, or while using Town vehicles or facilities, and when not related to the lawful performance of police duties.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal drug in the blood, with a blood alcohol level above 0.02, or impaired by drugs or alcohol.
2. Any employee who is arrested for or convicted of a drug-related offense or driving while intoxicated must notify the Chief within 24 hours or prior to reporting to duty whichever is shorter, irrespective of whether the conduct occurred during working time.

C. PROHIBITED DRUGS

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. DRUG AND ALCOHOL TESTING

1. Employees are required to submit to drug and/or alcohol testing in the following situations:
 - a. New Hires:
Each new employee will submit to a drug test shortly after his or her date of hire.

- b. Reasonable Suspicion:
When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
 - c. Post-Incident:
Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, resulting in serious injury or serious property damage, may be directed by the Town to submit to a drug and/or alcohol test.
 - d. Follow-up Testing:
An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than 2 years. If the follow-up testing period continues for longer than 2 years, it must be a component of a rehabilitation program. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.
 - e. Failure to Submit to Testing:
A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as a positive test. This provision shall not apply in situations where the Town determines the failure to submit to testing was through no fault of the employee.
 - f. Promotion or Special Assignment
Each candidate for promotion or each applicant for a special assignment as specified in Article 15, Section 1 will submit to a drug test prior to promotion or special assignment.
2. Alcohol Testing Procedures:
The Town will direct the employee to report to the testing laboratory for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. If administered by Bedford police personnel, it would be administered by an officer preferably superior but at least equal in rank, and may be administered on the premises of the Town (e.g., by the Bedford Police Department, or other law enforcement agency). The employee's blood alcohol level shall be reported to the Town immediately.
3. Drug Testing Procedures:
 - a. Collection:
An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory certified by the U.S. Department of Health and Human Services. Collection of a hair sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive the employee must inform the testing laboratory before taking the test. When a sample is taken it is split, in accordance with the testing laboratory's

standard procedure. One sample is tested and the other is preserved. The employee has a right to have the second sample sent to a different lab for testing.

b. Processing:

Hair samples will be screened initially by an Immunoassay or industry-standard screening test approved by the Department of Health & Human Services, with positive results confirmed by Gas Chromatography/Mass Spectrometry or an industry-standard confirmatory test approved by the Department of Health & Human Services. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. The Testing Laboratory:

The testing laboratory shall be selected by the Town, and shall be certified by the U.S. Department of Health and Human Services. The Town will notify the Union of the laboratory selected.

e. Chain of Custody

The parties understand that the testing lab will follow procedures designed to maintain the chain of custody of samples and thereby ensure the integrity of the samples.

4. Overtime:

Off-duty employees directed to be tested by the Town under Sections D.1.b. and D.1.c above shall be paid overtime in accordance with the provisions of Article 11 of this Agreement.

E. SEARCHES

The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, toolboxes, Town vehicles, lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

F. Enforcement

1. Any employee who violates this Article will ordinarily be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town may take disciplinary action exclusive of discharge. In order to qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
 - b. The SAP will provide the results of the above screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
 - c. The recommended treatment plan will be set forth in writing, and shall include reasonable number of follow-up tests within a set period of time, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan, provided that any such requirements do not contradict any other aspect of this policy.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
 - e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.
3. The provisions set forth in section 2a-e above shall be available to first offenses involving use of other drugs only in cases where the employee voluntarily seeks substance abuse treatment, and reports this in writing to the Chief, prior to being identified as being in violation of this policy through other means.

G. EMPLOYEE ASSISTANCE PROGRAM

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only

whether the employee is participating as required (i.e., keeping scheduled appointments). The foregoing confidentiality provision shall not prevent the Town from receiving the results of any testing specified under Section D. above.

Article 37 PROMOTIONAL PROCESS

- 1.1 Within the parameters approved by the Civil Service Commission and the Human Resources Division (HRD) and testing standards generally accepted for police promotional exams, the Town of Bedford retains the right to utilize Sole Delegation Assessment Center testing as the method of testing, evaluating and ranking of candidates for promotion to Lieutenant.
- 1.2 The Town and Union agree that the testing material will include materials drawn from the HRD reading list and may, at the direction of the Town Manager, include the Police Department's policies, procedures, rules and regulations or other related management/supervisory material. Applicants participating in the assessment center testing will be given not less than three (3) months written notice of the date of the exam and the list of the resources to be used for the written exam. All exercises including the written exam shall have an equal percentage value for grading purposes.
- 1.3 The other components of the assessment center testing shall be selected from, but not limited to, the following:
 - a. Handling a citizen complaint
 - b. Interview with an underperforming or troubled employee
 - c. Tabletop scenario for incident command
 - d. Event planning
 - e. Participation in a community meeting
 - f. Addressing a media inquiry
 - g. Timed question and answer of common police events
 - h. In-basket
 - i. Command team meeting
 - j. Take home/overnight written assignment
 - k. Testing for knowledge of Bedford Police Department's Policies and Procedures.
- 1.4 Education and experience, Veterans points, 25 years of service, and time in grade shall be awarded according to HRD regulations.
- 1.5 The Town and the Union shall both participate in the selection of an assessment center consultant to act as the facilitator of the assessment center process ("the vendor"). The final selection of a vendor rests with the Town Manager.
- 1.6 The vendor shall use a masking procedure to guarantee that candidates are anonymous.
- 1.7 The promotional list will be valid for two (2) years. If there is a vacancy in the rank of Lieutenant, and no list exists, or the list is inadequate under Civil Service law, a test may be called sooner than two (2) years.
- 1.8 All components of the assessment center, other than the written exam, shall be videotaped. The Town will retain the tapes until the end of the appeal period, at which time they will be made available for viewing by the applicants under the direction of the vendor. If applicants do not view their tapes within thirty (30) days of the end of the appeal period, the Town shall destroy the tapes.

1.9 Employees will be free to participate in any exam offered under this section for a fee of \$250.

**Article 38
DURATION OF AGREEMENT**

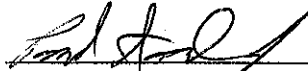
This Agreement shall become effective July 1, 2018, and shall terminate June 30, 2021.

Either party to this Agreement wishing to terminate, amend, or modify the Agreement must do so by notifying the other party on or before November 1, prior to the termination of this Agreement. Within fifteen (15) days after receipt of such notification by either party, the parties agree to commence negotiations in accordance with M.G.L. Chapter 150E.

Dated this _____ day of _____ at Bedford, Massachusetts

**Bedford Police Supervisors
Association**

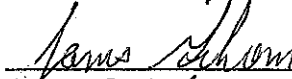
Town of Bedford Selectmen



Paul Saunders



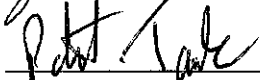
William Moonan, Chair



James Graham



Caroline Fedele



Patrick Towle



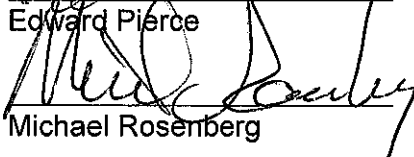
Margot Fleischman

Date



Edward Pierce

Richard Reed, Town Manager



Michael Rosenberg

Date

Date