

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF WATERTOWN**

**AND**

**THE WATERTOWN POLICE ASSOCIATION**

**JULY 1, 2005 - JUNE 30, 2008**

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## **PREAMBLE**

- A. This instrument constitutes the entire and complete Agreement of and between the Town of Watertown ("Town") and the Watertown Police Association ("Association"), arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by both parties.
- B. The parties acknowledge that during the negotiations which culminated in this Agreement, each party had the unlimited right and opportunity to make demands, proposals, and/or counter-proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are completely set forth in this Agreement. Therefore, both the Town and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, except as hereafter provided, waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

## **ARTICLE 1. RECOGNITION**

In accordance with the provisions of Massachusetts General Laws, Chapter 150E, the Town, through the Town Manager and his/her designated Bargaining Agents, herewith recognizes the Association as the sole and exclusive bargaining agent for those Department employees listed in Article 3 below, with respect to the budget-making process, wages, hours, and other conditions of employment.

## **ARTICLE 2. MANAGEMENT/EMPLOYEE RIGHTS**

- A. **Management Rights.** All powers, rights and privileges presently reserved to the Town and the Chief of Police under existing statutes, or any amendment thereof, ordinances, rules and regulations shall remain in effect and are protected by this Agreement.
- B. **Employee Rights.** All privileges and rights now enjoyed by members of the Association are hereby protected by this Agreement. All present activities of the Association are hereby protected by this Agreement.

**ARTICLE 3. COMPENSATION**

**A. Salary Schedules.** It is agreed the salary schedules for the members of the bargaining unit shall be found in Appendix A:

Effective July 1, 2005	4.5%
Effective July 1, 2006	4.5%
Effective July 1, 2007	2.5%

Effective July 1, 2007, a new top step (5<sup>th</sup> step) will be added which is 2.0% higher than the current top step. Employees will move to this new step on the anniversary date signifying the beginning of the officers 5<sup>th</sup> year of full-time employment.

**B. Specialty Positions.** Employees in the following listed specialty positions or assignments shall receive additional compensation as follows:

Detective	\$ 1000.00
Photographer (1)	\$ 1000.00
Computer Specialist/Patrol Officer (1)	\$ 1000.00

No employee shall receive more than one specialist pay with the exception that the photographer may receive one additional specialty compensation.

Payments hereunder shall be considered regular compensation for pension/retirement purposes.

**C. Field Training Officer.** Employees assigned by the Chief of Police as field training officers shall, for the period of their assignment to train employees following their graduation from a police recruit training academy, receive the sum of \$25.00/per shift for each week so assigned.

**D. Weekend Differential.** Effective 1/1/98, employees who are regularly scheduled to work a 4 and 2 schedule on the day shift will receive a weekend differential of 2% of their base salary

**ARTICLE 4. EDUCATIONAL INCENTIVE PLAN**

**A.** Employees, who have earned, or who after July 1, 1994, shall have earned an associate's degree in law enforcement or sixty (60) points earned towards a baccalaureate degree in law enforcement, a master's degree in law enforcement or a degree in law, from an institution of higher learning accredited by a recognized accreditation agency, shall receive education incentive base salary increases computed as a percentage of their annual salary (set forth in Article 3 of this Agreement), according to the following schedule:

<u>Academic Degrees/Points Earned</u>	<u>Percentage Amount Based on Annual Salary</u>
Associate Degree, or 60 points earned toward a Baccalaureate Degree	Five (5) percent
Baccalaureate Degree	Ten (10) percent

Master's Degree or Law Degree

Twelve and One-Half (12.5) percent

Points and degrees must be earned and credited in the manner specified by Chapter 835 of the Acts of 1970, as amended (M.G.L. c.41, Section 108L, as amended), but the Education Incentive Plan provided in this paragraph (a) is a non-statutory plan under the contract. The Personnel Department shall administer this Article.

Payments hereunder shall be made quarterly, monthly, or weekly at the option of each employee and shall not be included in base pay for the purpose of computing overtime, court-time, sick pay, injured pay, holiday pay, vacation pay, but shall be considered by the Town as regular compensation for pension and retirement purposes.

**B.** The Town having accepted the provisions of Chapter 835 of the Acts of 1970, as amended (Chapter 41, Section 108L, as amended, of the General Laws), effective September 1, 1988, the provisions of paragraph (A) of this Article are superseded, effective such date, and employees shall be entitled to education incentive base salary increases as in said Chapter 835 of the Acts of 1970, as amended, provided, and otherwise in accordance with said law, if there under eligible.

“Payments hereunder shall be made quarterly, monthly or weekly at the option of each employee, and shall as of July 1, 2000 be included in the base pay for computing injured pay, sick pay, and vacation pay and, as of July 1, 2001 as part of the base pay for the purpose of calculating holiday pay, night shift and weekend differentials. Education incentive benefits shall be considered by the Town as regular compensation for pension and retirement purposes.”

**C.** If the provisions of paragraph (B) become inapplicable for any reason, then the provisions of paragraph (A) shall apply.

If the State only partially funds or does not fund the "Quinn Bill," the payments under paragraph (B) shall be prorated accordingly (e.g. if the State reduces its reimbursement contribution from 50% of an employee's Quinn Bill entitlement to 25%, then the officer will receive only 75% of the educational stipend).

**D.** The parties agree that effective July 1, 2000 education incentive benefits will be calculated as part of base wage for overtime purposes. The parties further agree that overtime benefits due bargaining unit members will be calculated pursuant to the provisions of 29 U.S.C. §207 (k) and 29C FR §553.201(a) as it pertains to law enforcement officers.

**ARTICLE 5. Transitional Career Awards Program**

Beginning with the 1st day of the 5th year of service thru the last day of the 9th year of service	\$ 400
Beginning with the 1st day of the 10th year of service thru the last day of the 14th year of service	\$ 900
Beginning with the 1st day of the 15th year of service thru the last day of the 19th year of service	\$ 1,300
Beginning with the 1st day of the 20th year of service thru the last day of the 24th year of service	\$ 2,300
Beginning with the 1st day of the 25th year of service thru the last day of the 29th year of service	\$ 3,000
Beginning with the 1st day of the 30th year of service	\$ 3,300

Payments under the program shall be included in base pay for the same purpose and in the same manner as education incentive money is included in base pay.

Those employees who qualify for payment under both the educational incentive plan and the longevity program shall receive the higher payment to which they are entitled, but not both.

**ARTICLE 6. NIGHT SHIFT DIFFERENTIAL**

An employee who is regularly scheduled to work nights, and who has completed his/her field training following appointment to the Police Department or graduation from a police recruit academy, except as longer determined by the Chief of Police, but in no event after the employee has completed nine (9) months of his/her probationary period, shall receive, in addition to his/her regular weekly salary, a night shift differential equivalent to 8.5 percent of his/her annual salary as established by Article 3 of this Agreement.

Night differential shall be included in base pay for the purpose of computing overtime, court-time, sick pay, injured pay, holiday pay and vacation pay, and shall be considered regular compensation for pension/retirement purposes.

**ARTICLE 7. DEDUCTION OF DUES**

In compliance with, and subject to applicable law, the Town agrees to deduct weekly from the wages of employees covered by this Agreement the regular initiation fees, dues or assessments of the Association as certified to it by the secretary of the Association. No deductions shall be made without written authorization of the employee upon an appropriate form which must be submitted to the Town. The authorized deductions shall continue in effect during the life of the Agreement, or any extension or renewal thereof, between the Town and the Association.

Effective thirty (30) days after the effective date of this Agreement or the beginning of employment, whichever is later, it shall be a condition of employment that all employees in the bargaining unit shall pay the Association a service fee equal to the amount required to become a member and remain a member in good standing of the Association, but not more than is proportionately commensurate with the costs of collective bargaining and contract administration. Such service fee shall be deducted by the Treasurer of the Town from each payment of salary made to each employee, and shall be paid to the Association as the exclusive bargaining agent for such employees at the same time as Association membership dues are remitted to it.

**ARTICLE 8. COURT TIME**

Any member of the Association who is required to be present in court on his/her own time to testify, representing the Department, in any court action shall be compensated at one and one-half (1 1/2) times his/her straight-time hourly rate of pay for such time as his/her presence is required, which in no event shall be less than four (4) hours in a district court or five (5) hours in a superior court, provided that it has been certified to the Chief of Police, or his/her designee, that the acceptance of any witness fee has been waived. An employee attending court to sign complaints shall be compensated at one and one-half (1/2) times his/her straight-time hourly rate of pay for one (1) hour for each such attendance.

An employee performing court-time duty until 11:30 A.M. or thereafter after completing a "last-half" tour of duty and scheduled to report for his/her "first-half" tour of duty at 3:45 P.M. on the same day, may, (a) at his/her option, report for work at 6:00 P.M. and work until the end of his/her scheduled tour of duty, without loss of pay or benefits, provided he has notified the Station to such effect prior to 2:00 P.M., or (b) may, at his/her option, report for work at 3:45 P.M. or later if his/her court appearance continues beyond 3:45 P.M., and work until 8:00 P.M., and then leave work, without loss of pay or benefits, provided he has notified the Station to such effect prior to 2:00 P.M. on such day.

An employee scheduled to perform court-time duty on his "short-day" so-called, may, with the permission of his/her shift commander, leave work at 4:00 A.M. on his/her last-half tour of duty, without loss of pay or benefits, in lieu of the options herein-before provided employees in this paragraph.

## **ARTICLE 9. ASSOCIATION BUSINESS**

A. Officers and/or members of the Association may not be excused from duty to conduct Association business other than to attend joint meetings with management officials of the town, or as further defined elsewhere in this Agreement. In the processing of the grievances, there shall be no loss of pay to grievant and the Grievance Committee of the Association when engaged in joint meetings with administrative officials of the Town.

B. The Bargaining Committee, appointed by the Association, shall be allowed such time as is reasonably necessary, and the absence of which will not interfere with the efficient operation of the Police Department, to conduct and engage in negotiating conferences with the Bargaining Agents of the Town.

C. "In addition to leave time already granted by this Article, Association officials shall be excused from duty with no loss of pay for up to four (4) shifts per contract year to be taken for Association business. These shifts may be taken in full or one-half shift increments."

## **ARTICLE 10. ASSOCIATION CONVENTION**

Not less than four (4) bargaining unit members, elected or appointed by the Association, shall be allowed two (2) days off per year without loss of pay or benefits for the purpose of attending either the annual convention of the Massachusetts Police Association or any special convention of that organization, as provided by law.

## **ARTICLE 11. MEETINGS**

The Bargaining Committee and the Chief of Police shall meet at mutually agreeable times for the purpose of discussing and ameliorating Department problems.

## **ARTICLE 12. USE OF BULLETIN BOARDS**

The Association shall be allowed reasonable use of the bulletin boards in the Police Station and necessary space in the daily police department bulletin to announce Association business and activities.

## **ARTICLE 13. POSTING OF DEPARTMENTAL SENIORITY LIST**

It shall be the responsibility of the Chief of Police, or his/her designee, to post a current Departmental seniority list in the lecture hall of the Police Station. Seniority shall be based upon date of appointment as a patrol officer or date of promotion as a superior officer. If two or more patrol officers are appointed on the same day, their order of appointment shall govern. If two or more superior officers are promoted on the same day, their order of promotion shall govern.

## **ARTICLE 14. PAID DETAILS**

**A. Chief's Responsibility.** The Chief of Police shall be responsible for assigning police officers to details in order to protect persons and property.

**B. Fair and Equitable Distribution.** All paid details shall be distributed fairly and equitably to all employees, regardless of rank, as to number of details, type, hours and compensation thereof. Details shall be posted weekly, and shall be averaged on a continuing monthly basis, subject, however, to the following provisions of this Article. Employees may perform paid details after the completion of field training, as determined by the Chief of Police.

**C. Detail Rates Of Pay/Minimum/Option.** All paid details shall be paid in accordance with the following schedule:

1. The detail rate of pay shall be \$38.00/hour, with a minimum guarantee of four (4) hours pay per detail for each employee so assigned. On outside road or construction details only, after more than four hours worked, officers shall be paid a minimum of eight hours. All details, excluding Town details, shall be rounded up to the nearest whole hour.
2. In addition to the detail rates provided in paragraph C1, an additional rate of \$10.00 per hour shall be paid to employees for all hours worked at a strike or labor dispute, with a minimum guarantee of four (4) hours pay per detail for each employee so assigned, and an additional rate of \$5.00 per hour shall be paid to employees for all hours worked over eight (8) hours.
3. The Association's Executive Board may make recommendations to the Chief of Police to increase the detail rate of pay, from time to time, by the difference between \$38.00/hour and the overtime rate of pay of a night patrol officer, at maximum, by written notice to the Chief of Police.

If approved by the Chief of Police, such increased rate(s) shall take effect seven (7) days after such approval.

**D. Detail Compensation/Overtime/Monthly Periods.** For the purposes of the fair and equitable distribution of details to employees, the paid detail compensation and overtime (other than court-time) of employees shall be totaled and the totals shall be carried forward daily. The Detail List shall start patrol officers at zero compensation at the beginning of each two (2) month period commencing January 1, 1996 and at the beginning of each two (2) month period thereafter. Superior officers shall start at zero compensation at the beginning of each four (4) month period commencing January 1, 1996 and at the beginning of each four (4) month period thereafter. Detail assignments shall alternate from "A" to "Z", and from "Z" to "A" at the beginning of each two (2) month period.

In order to be eligible for detail and overtime opportunities, said employee must have previously signed the log book. Paid details shall be assigned to the employee or employees with the least amount of total detail and overtime compensation first, and such employee or employees shall be offered the next detail opportunity or opportunities. The detail with the highest number of hours shall be offered to the first employee on the eligibility list. Overtime opportunities shall be distributed in a similar manner, within rank. This paragraph shall be subject to paragraph E - Priority Details.

1. Employees shall be given the maximum advance notice of detail opportunities; details shall be assigned at least two (2) days in advance, when possible.
2. Employees assigned a paid detail or an overtime assignment shall, when possible, be personally notified of said assignment.
3. If an employee refuses a detail or overtime opportunity after signing the log book, he shall be charged with the total compensation he could have earned had he worked.
4. If an employee is contacted by the Department after 8 A.M. for a day shift work opportunity, after 4 P.M. for a first half work opportunity, or after 8 P.M. for a last half work opportunity, he shall not be charged if he refuses a detail or overtime work opportunity.
5. If an employee is denied details or overtime as a result of disciplinary action, the employee shall be charged with the total compensation that could have been earned.
6. Under normal, routine conditions, the first available employee on the eligibility list shall be called and offered a detail opportunity regardless of his/her place of residence.
7. If, after accepting a detail or overtime opportunity, an employee calls in sick or is unable to report for said assignment, he shall notify the Officer in Charge of the Station within a reasonable time before the detail or overtime starts, and he shall submit a report in writing to the Chief of Police, setting forth the reason(s) why he was unable to report for said assignment, and shall be charged with the total compensation of the assignment. The Officer in Charge shall submit a report to the Chief of Police with respect to each such instance.
8. If an employee calls in sick for his/her regular tour of duty or detail assignment, the employee must complete one regular tour of duty before working a detail.

**E. Priority Details.** The Chief of Police reserves the right to prioritize detail assignments and decide which detail(s) shall first be assigned and which detail(s), if any, shall be left unfilled, if there are insufficient employees available to work all such details and/or a public safety emergency exists.

**F. Double Shift Rule.** No employee shall work a day shift after working a midnight shift, except for court time. For the purposes of this paragraph, a shift is defined as a regular shift, detail assignment or overtime assignment.

**G. Eighteen/Eighty Hour Rules.** No employee shall work more than eighteen (18) consecutive hours in a 24 hour period, or more than eighty (80) hours in each work week (Monday through Sunday), whether consisting of a regular shift or tour of duty, an overtime assignment, or a detail assignment, without, in each instance, the permission of the Chief of Police, except in an emergency determined by the Officer in Charge. For the purposes of the 18 hour rule, each court appearance shall constitute not less than four (4) hours. For the purposes of this paragraph, each regular shift shall be deemed to be eight (8) hours in duration. Notwithstanding the provisions of this Section, an officer cannot work consecutively from Midnight to 8:00 a.m. and from 8:00 a.m. to 4:00 p.m. except in an emergency as determined by the officer in charge.

**H. General Rules.**

1. All detail assignments shall be made by the Officer assigned by the Chief as Detail Officer, who shall be responsible for the fair and equitable distribution of details.

2. All detail requests shall be referred to the Detail Officer. In the absence of the Detail Officer or his or her assistant, the Officer in Charge shall assign detail requests received during his/her Watch in accordance with the provisions of this Article, and shall enter such detail assignments in the Log Book, and shall forward all information, including refusals, to the Detail Officer. Overtime opportunities will be handled in a similar manner.

3. An employee who performs a detail not officially assigned by the Chief of Police and recorded and posted as required by this Article, will not be protected by the provisions of M.G.L. Chapter 41, Sections 100 and 111F (as amended).

4. Detail distribution records shall be maintained by the Police Department and shall be made available to the Association for inspection and use upon request.

5. All details are voluntary. Employees accepting detail assignments, however, shall understand that details are extra-duty police work and that when on a detail assignment, they shall be governed by the Department's Rules and Regulations.

**I. Paid Detail Fund.** The Town has established, pursuant to the provisions of M.G.L. c. 44, Section 53C, and shall maintain a paid detail revolving fund in an amount necessary to pay employees for paid details worked (other than details at labor disputes), and shall pay employees for such details within three (3) weeks after they have been worked.

## **ARTICLE 15. VACANCIES**

The assignment of personnel in the Police Department shall be made at the discretion of the Chief of Police in the best interest of the Department to implement the requirements of public safety. Consistent with this, the following policy is adopted:

### **A. Non-Patrol Vacancies.**

1. When an opening occurs within the Department, notice of such position or vacancy shall be posted in a conspicuous place for at least three (3) days prior to filling such position or vacancy.
2. When an opening occurs within the Department, the senior officers within the ranks who request the same in writing shall be given the opportunity to apply for the position.
3. The Chief of Police will give consideration to seniority and other qualifications while exercising his/her judgment in assigning personnel to fill such positions or vacancies.

### **B. Patrol Division Vacancies**

Whenever there is an opening on the day shift in the Patrol Division, any employee of similar rank shall be allowed to transfer on the basis of seniority in grade. Any employee may refuse such transfer without prejudice to his/her right to exercise the same privilege whenever the next opportunity occurs. Two officers of any rank shall be allowed annually to bid into day patrol positions on the basis of seniority.

## **ARTICLE 16. CLOTHING ALLOWANCE**

Effective July 1, 2000, the clothing allowance shall be \$1000.00 per year, payable in two (2) equal \$500.00 installments. Said installments shall be payable on the first payday in July and on the first payday in January of each year.

The department will bear the expense of a unilateral and immediate change in uniform if dictated by the Chief (i.e. patch). Changes to be made for replacement items will be the responsibility of the officers.

## **ARTICLE 17. EXECUTION OF ORDERS**

Any police officer who is in the process of executing a direct order from a ranking or superior officer shall suffer no loss of pay or other benefits if injury should be sustained in the process of executing such order, provided such action is specifically police business, in accordance with the provisions of General Laws, Chapter 41, Sections 100 and 111F.

## **ARTICLE 18. EXCUSAL FROM WORK ASSIGNMENTS**

The uniformed members of the Department shall be excused without loss of pay or benefits on any scheduled work assignment under the following conditions:

- A. He/She shall procure another regular, uniformed member of the Department to work in his/her place;
- B. No additional cost to the Town shall result from this action;
- C. The substitution is within rank or grade only; and
- D. The Chief of Police, or his/her designee, shall have approved the substitution at least three (3) days in advance. However, in the case of emergency, telephone approval by the Chief of Police, or his/her designee, shall be sufficient when followed by a written request within a week following such emergency.

## **ARTICLE 19. GRIEVANCE/ARBITRATION PROCEDURE**

Any dispute concerning wages, hours or other conditions of employment arising during the term of this Agreement, and any extension thereof, shall be treated as a "grievance", subject to the following procedure:

Step 1. A grievance shall first be presented by the Association to the Chief of Police, in writing, within twenty (20) days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based. The Chief shall meet with the Association's Grievance Committee within five (5) days from the time the grievance is presented to him, and he shall answer the grievance in writing within three (3) days after the meeting.

Step 2. If the grievance is not resolved in Step 1, or answered by the Chief within the time limit above set forth, it may be presented to the town Manager or his/her designee within ten (10) days from receipt of the Step 1 answer, or the time within which the Chief is required to answer, whichever is later. The Town Manager or his/her designee shall meet with the Association's grievance Committee within fourteen (14) days from the time the grievance is presented to them, and will answer the grievance in writing within five (5) days after the meeting.

Step 3. If the grievance is not resolved in Step 2, the Association, and only the Association, may submit the grievance to arbitration. Written notice of said submission shall be given to the Town by delivery by hand or by mail, postage prepaid, addressed to the attention of the Town Manager.

If the parties fail to agree on the selection of a single arbitrator within thirty (30) days after said submission to arbitration, the Association may submit the grievance to the Massachusetts Board of Conciliation and Arbitration for arbitration in accordance with its rules, or may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with its voluntary labor arbitration rules. The fees and expenses of the arbitrator, if any, shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties.

Any of the time limits outlined in this Article may be extended by mutual agreement of the parties, or their designees, participating at any Step in the grievance/arbitration procedure.

Employees shall not be suspended, dismissed, removed, disciplined or terminated except for just cause. Any dispute relative to the foregoing or to matters heretofore within the jurisdiction of the Civil Service Commission or of any retirement board established by law, may be a subject of grievance and arbitration under the terms of this Article or may be processed respectively before said Commission or board, provided, however, an employee may not pursue both remedies in terms of the same dispute. Arbitration, if so elected by an employee, shall be the exclusive procedure for resolving any grievance involving suspension, dismissal, removal, discipline or termination, notwithstanding any contrary provisions of General Laws, Chapters 31 and 32. An employee shall make his/her election after whatever step pursuant to Civil Service or Retirement Board law he obtains the right to appeal the Town's decision to said Commission and/or to said board.

The parties may agree to use the grievance mediation services of the Massachusetts Board of Conciliation and Arbitration.

## **ARTICLE 20. TUITION REIMBURSEMENT**

The Town will reimburse those members of the Department who successfully complete with a passing grade courses of instruction in law enforcement/criminal justice-related courses at accredited colleges or universities, for tuition costs not paid for by the Federal Government Law Enforcement Assistance Administration Program, or by the Veterans' Administration, or by any other third party. Costs of textual materials and stationery are excluded.

Employee shall be eligible for tuition reimbursement for only one degree at each of the following educational levels:

Associate's Degree in Law Enforcement/Criminal Justice  
Bachelor's Degree in Law Enforcement/Criminal Justice  
Master's Degree in Law Enforcement/Criminal Justice

Employees who are hired after January 1, 1998 are not eligible for the provisions of this article.

## **ARTICLE 21. HOURS OF WORK AND OVERTIME**

**A. Work Week Tours Of Duty** The regular work week of employees shall consist of eight hour and fifteen minute (8 1/4 hour) work days.

The tours of duty (work shifts) and hours of work of the day and the two (2) night platoons are as follows:

Platoon 1 is the day platoon (day shift); its hours are from 7:45 A.M. to 4:00 P.M.

Platoon 2 is a night platoon (first half shift); its hours are from 3:45 P.M. to 12:00 midnight.

Platoon 3 is a night platoon (last half shift); its hours are from 11:45 P.M. to 8:00 A.M.

Platoons 2 and 3 shall alternate between first half and last half tours of duty or work shifts, in accordance with present practice. The work day of employees shall be inclusive of roll calls and reliefs.

There will be a straight first-half shift comprised of three (3) full-time officers. This shift will be a six (6) months bid by seniority based on service as a Watertown Police Officer, beginning every October 1<sup>st</sup> and April 1<sup>st</sup>. If fewer than three (3) officers bid for this shift, the Police Chief shall fill this shift bid with the least senior full-time officers.

**B. Work Schedules; Day-Off Or Squad Schedules.** All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days-off annually, and not less than two (2) consecutive regular days-off weekly, in accordance with and characteristic of the four-and-two work schedule set forth in subparagraph (A) of this Section.

1. All employees, under such four-and-two work schedule so-called, the four-on, two-off work week, shall receive fourteen (14) days-off in each six (6) week period; within each such six (6) week period, the work cycle for the four-and-two work week shall be completed. An employee's days-off, except as hereinafter provided in subparagraph (b) of this Section, shall drop back one (1) day every week. Employees working days shall work four (4) consecutive days and then receive two (2) consecutive days-off. Employees working the two alternating night shifts shall alternate between first and last half tours of duty (or work shifts) and shall go on days-off after a first half tour of duty and shall return from days-off for a last-half tour of duty; as example, a night man shall commence work on a last half tour of duty, then work a first half tour of duty the same day, then receive a long day-off, then return to work for a last half tour of duty, then work a first half tour of duty the same day, and then go in his/her two (2) consecutive regular days-off, then return to work the same cycle. For the purposes of this paragraph, employees assigned to said platoons shall be assigned to one of three or six squads, in accordance with present practice.

2. Excepted from the regular four-and-two schedule shall be employees assigned as follows, each of whom shall work five (5) consecutive days-on, and receive two (2) consecutive regular days off:

- a. Traffic
- b. Detectives
- c. Prosecuting officers
- d. Newly appointed patrol officers attending recruit training at a Police Academy
- e. The Chief's clerk
- f. Technical Division (D.A.R.E. Officer, Tech. Services Commander, Accreditation Manager, Tech. Services Spec.)
- g. Administrative Division.
- h. Community police officers

Such employees so assigned shall be entitled to and shall receive, in addition to two (2) consecutive regular days-off weekly under the five (5) day work week above-mentioned, seventeen and one-third (17 1/3) additional regular days-off annually, so that each such employee so assigned shall receive the same number of days-off annually as will employees working the regular four-and-two schedule described in sub-paragraph (a) of this Section B. These seventeen and one-third (17 1/3) additional regular days-off annually shall be taken one (1) each three (3) weeks, in accordance with a schedule determined by the Chief of Police.

3. Investigative detectives may volunteer to work up to two (2) of their tours of duty in each rotation on a first- half shift, which must be approved by the Police Chief at least two weeks in advance. The selection of night shifts shall be at the discretion of the Department.

**C. Overtime Service.** All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty or work shift (other than paying police details), including service on an employee's scheduled time for conclusion of his/her regular tour of duty, or work shift, and including court-time, shall be deemed overtime service and be paid as such.

Overtime service shall not include:

1. An out-of-turn work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of an employee (subject to Department approval); or
2. A change in the schedule of an employee who is shifted from one tour of duty or work shift to another tour of duty or work shift for a period of fourteen (14) or more consecutive calendar days if for the purpose of in-service training or courses; or
3. Attendance at a Police Academy beyond eight hours, fifteen minutes (8 1/4 hours) in a day.

**D. Overtime Recall.** If an employee who has left his/her place of employment or last duty assignment after having completed work on his/her regular tour of duty is recalled to work, or to any other place, and he/she reports thereat, or if an employee is so recalled during a scheduled day-off or during his/her vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. It is understood that the four (4) hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time he/she reports, into his/her normally scheduled tour of duty, in which event such employee shall receive overtime pay only for the time actually worked prior to the commencement of such tour. This section shall not supersede the provisions of Article 8.

**E. Scheduling Of Overtime.** In emergencies or as the needs of the service require, employees may be required to perform overtime work. All employees shall be given as much advance notice as possible of overtime work opportunities. Overtime shall be allotted fairly and equitably to all employees, commensurate with their rank. Commanding officers will give due consideration to an officer's physical welfare and in order to prevent unnecessary loss of time through sickness shall not assign a man whose sick or injured record indicates that he needs his/her time off for rest and recuperation. Consistent with the foregoing, the Chief of Police shall be responsible for maintaining an overtime roster which shall be posted in the lecture hall of the police Station on a bi-monthly basis. The roster shall indicate the employee requested to work overtime and his/her response: "accepted", "refused" or "no answer" (telephone). An employee who refuses preferred assignments shall then be "passed by" until a complete cycle of the roster has been made, this method to establish a uniform method of assignment of off-duty men, on a voluntary basis.

In the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Department may be required to work overtime on a voluntary basis.

**F. Overtime Compensation, Method Of.** An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight-time hourly rate of pay for each hour of overtime service.

With the approval of the Chief of Police, an employee may receive compensatory time and one-half for each hour of overtime service (including court time), with applicable minimum, to be used by the employee within thirty (30) days of its accrual, in each instance. The scheduled use of compensatory time is subject to the prior approval of the Chief of Police. If the employee does not use his/her compensatory time in such period, he/she shall be paid overtime compensation for his/her overtime service, with applicable minimum. On or after June 15, 1997, either party may terminate the provisions of this paragraph by written notice to the other given after said date.

**G. Uniformity In Computation Of Pay.** The weekly, daily and hourly rate of pay figures of an employee under this Agreement shall be computed as follows:

1. The annual salary shall be divided by 52.14 to establish the weekly rate of pay;
2. The resulting figure shall be divided by 4.666 to establish the daily rate of pay;
3. The resulting figure shall be divided by 8.25 to arrive at the straight-time hourly rate of pay.

Effective 1/1/98. The weekly pay shall drive the salary. The corresponding pay shall be computed as follows:

1. The weekly pay shall be divided by 4.666 to establish the daily rate of pay;
2. The resulting figure shall be divided by 8.25 to arrive at the straight-time hourly rate of pay;
3. The annual pay shall be the weekly pay multiplied by 52.14.

The daily rate of pay figure shall be used for computation of holiday pay, injured leave, sick leave, personal leave, bereavement leave, sick leave buy-back, and other compensable leave, and for each day of an employee's suspension from duty with loss of pay.

## **ARTICLE 22. NON-DISCRIMINATION**

Neither the Town nor the Association shall discriminate against any employee covered by this Agreement or any applicant for employment because of age, race, color, gender, national origin or disability.

## **ARTICLE 23. HOLIDAYS**

The following holidays shall be paid holidays for all bargaining unit employees:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Police Memorial Sunday

Each employee shall be paid an additional day and one-half times his/her daily rate of pay, as so computed, for all of said holidays.

Effective October 23, 2007, any officer working any of the three shifts that fall between 3:45 p.m. of the day before until 3:45 p.m. of the day of Thanksgiving, Christmas, or New Years Day, shall

receive one additional compensatory day off, to be used with the permission of the Police Department. No officer shall gain more than one compensatory day off, to be used with the permission of the Police Department. No officer shall gain more than one compensatory day from each holiday. Officers working either a regularly scheduled shift or an overtime shift shall be eligible. Officers on swaps are not eligible.

## **ARTICLE 24. VACATION LEAVE**

Bargaining unit employees shall be entitled to annual vacation with pay in accordance with the following schedule:

Beginning with the 1st day of the 31st week thru the last day of the 5th year	2 weeks
Beginning with the 1st day of the 6th year thru the last day of the 10th year	3 weeks
Beginning with the 1st day of the 11th year thru the last day of the 20th year	4 weeks
Beginning with the 1st day of the 21st year	5 weeks

In accordance with past practice, each vacation week shall be computed as seven (7) working days, which shall be in addition to regular days-off.

During the summer vacation period, which shall commence ten (10) days before public school ends in June of each year and ends ten (10) days after public school opens in September of each year, each bargaining unit member shall be entitled to a two-week summer vacation (consisting of 14 working days, in addition to regular days-off).

In lieu of the fifth week of vacation, an employee, during each vacation year and at his/her option, shall be paid seven (7) days of additional base pay by the Town.

Choice of all vacations shall be in accordance with Department seniority, within rank. Traffic, detective and services patrol officers and superior officers will pick for their vacations within their respective units, and not with members of the Uniformed Force.

Vacation leave and pay shall accumulate and accrue during an employee's injured leave under C. 41, Sec. 111F, in accordance with present practice. Vacation leave and pay shall vest on January 1 of each year, and during each calendar year on an employee's anniversary date when he reaches any of the eligibility milestones (i.e., 30 weeks, 6 years, 11 years, and for employees with less than 30 weeks of service in their calendar year of hire as presently provided), provided, however, if the anniversary date of employees hired after the date of execution of this Agreement is during December, their anniversary date for purposes of the 6, 11, and 21 year eligibility milestone shall be deemed to be January 1 of the immediately following year.

In the event an employee is absent from duty on injured leave and said absence arises from the same injury or reoccurrence thereof and is for more than six (6) months in any calendar year, then, upon the return from injured leave in said calendar year, said employee's vacation leave and pay shall be prorated for that calendar year to reduce such leave and pay for that year, to the extent not theretofore used, by the proportion of time said injured leave of absence bears to a calendar year (i.e., an employee who is vested with four weeks of vacation leave on November 1 of that year, and has not taken any vacation that year, shall only be entitled to 1 week of vacation for that calendar year).

Effective July 1, 2007, employees will be able to carry over up to a maximum of two weeks vacation time from one calendar year to the next. Such vacation days must be utilized by May 15<sup>th</sup> of the subsequent calendar year and at the convenience of the Department.

Effective July 1, 2007, officers will be allowed to use individual vacation days on the following basis: Employees with less than five (5) years of service may use up to two (2) of their vacation days a year as individual vacation days; employees with five (5) or more years but less than ten (10) years of service may use up to three (3) of their vacation days a year as individual vacation days; and employees with ten (10) or more years of service may use up to four (4) of their vacation days a year as individual vacation days. Only one officer per shift may take an individual vacation day unless other officers are voluntarily available to fill the shift.

**ARTICLE 25. INDEMNIFICATION**

Employees shall be indemnified in accordance with the provisions of M.G.L. Chapter 41. In addition to the protections afforded to employees by Chapter 41, the town agrees to repair or replace eyeglasses or contact lenses damaged or destroyed in the performance of duty, at a cost not to exceed \$100 for eyeglasses and \$200 for contact lenses (soft, hard, etc.) for each employee per incident. The total obligation of the Town for repair or replacement of eyeglasses or contact lenses under this Article shall not exceed \$2,000 during each fiscal year.

**ARTICLE 26. PERSONAL LEAVE**

Each employee shall receive two (2) personal leave days each fiscal year. Employees shall be allowed to use two (2) annual personal leave days as isolated days off at their own discretion, subject to availability of replacement.

**ARTICLE 27. SICK LEAVE INCENTIVE**

Effective 1/1/98, employees who use one or fewer sick days during the period January 1 through June 30 will be entitled to receive one bonus personal day which must be used within six months of being earned. Employees who use one or fewer sick days during the period July 1 through December 31 will be entitled to receive one bonus personal day which must be used within six months being earned.

## ARTICLE 28. INJURY LEAVE

Injured leave shall be provided in accordance with the following provisions:

1. Injured leave shall mean that period of time for which an employee is entitled to receive compensation while incapacitated for duty as a result of an injury sustained in the performance of his/her duty or when assigned to special duty, pursuant to M.G.L. CH. 41, Section 111F. The term "duty" shall include limited duty tasks as described and defined in this Article.

2. When an employee finds it necessary to be absent from his/her duties because of injured leave, he or his/her agent shall immediately notify his/her superior officer or the Chief of Police of said absence. No injured leave benefit shall accrue to an employee who fails to give such notice.

Notice under this Section shall include the date, time and place of said injury and the circumstances under which it was incurred. A notice of injury form must be completed by the employee or his/her superior officer each time a claim for injured leave benefits is made.

3. An employee so absent from duty shall be entitled to examination and treatment by a physician of his/her own choice.

4. The Chief of Police shall require the presentation of a doctor's affidavit relating to injured leave pay on a form furnished by him, in connection with any claim for injured leave benefits. Said affidavit shall state the diagnosis of the injury, the expected period of disability, and the causal relationship between the medical condition and the injury. The Chief of Police shall require the presentation of a further doctor's affidavit relating to injured leave pay on a form furnished by him in connection with any claim for injured leave benefits. This affidavit shall be completed in full by a physician of the employee's own choice, shall be submitted within five (5) days of the first notice of injury and shall state the diagnosis of the injury, the expected period of disability, the causal relationship between the medical condition and the injury and the ability of the employee to perform limited duty tasks.

5. The Town Manager or the Chief of Police may designate a physician to examine the employee once notice of injury is given, and shall have the authority to designate a physician to conduct further examinations at any time during the period of absence to determine whether such incapacity continues to exist and whether the employee is fit to return to full or limited duty.

6. If the employee's physician and the Town Physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both who shall examine the employee and render a written medical opinion as to the employee's fitness to return to full or limited duty, copies of which shall be transmitted by him to both the Town Physician and his/her own physician. Pending receipt of such opinion, the Town shall not require the employee to return to duty and shall compensate him on paid injured leave for lost time due to any such absence. If the third physician determines that the employee is fit to return to duty, the employee shall be continued on paid injured leave.

The opinion of the third physician shall be final and binding on the parties. The expense of the third physician shall be borne by the Town.

7. No injured leave benefits shall be granted for any period after an employee has retired or been pensioned in accordance with law or for any period after a physician, jointly designated as

above set forth, determines that his/her incapacity no longer exists or the employee is fit for limited duty.

8. An employee shall be fit to return to duty if capable of performing limited police duties on either a full time or less than full time basis subject to the provisions herein contained.

9. Limited duty tasks are the following:

- a. Teletype operation;
- b. General clerical work;
- c. Schooling (non-physical);
- d. Crime prevention (e.g. citizen advice and operation ID);
- e. Suicide prevention watch;
- f. Supervision (applicable to superior officers only); and
- g. Such other tasks as may be agreed on by the Chief of Police and the Association.

The foregoing limited police duties shall be station in-house duties unless otherwise agreed by the Chief of Police and the Association. The Chief of Police will make reasonable efforts whenever possible to make assignments of limited duty to the same shift as the employee is currently assigned. Limited duty assignments, however, will not normally be made to the midnight shift except for employees currently assigned to that shift. The Chief of Police shall determine whether a position is available which the employee is capable of performing and may or may not assign him to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief, subject only to the provisions contained in this Article. Limited duty assignments shall not involve prisoner processing. There will be no disciplinary action taken against an employee assigned to perform limited duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.

An employee who is regularly assigned to night duty and who is assigned daytime limited duty shall not remain on the day shift for more than three (3) months. Said employee shall continue to receive his/her night shift differential while assigned to the day shift.

10. Limited duty assignments will not be made to avoid seniority choices of employees in accordance with the provisions of Article 15 of this Agreement.

11. It is understood that assignment to limited duty tasks pursuant to the provisions of this Article are temporary in nature and shall not extend beyond the period of disability for full duty,

12. An employee assigned to limited duty under the provisions of this Article shall be entitled to indemnification as set forth in M.G.L. CH. 41, Sec. 100. The provisions of this Article shall not constitute a waiver of said rights.

13. In the event an officer is unable to continue to perform limited duty tasks, and his/her doctor so states, the third physician process above provided shall be resorted to in the event the Town doctor disagrees, provided, however, the third physician process in such event cannot be resorted to unless at least 30 days of limited duty tasks have elapsed. However, pending the conclusion of such process, the Chief may assign the employee to another one of the task(s) set forth in Section 9 above, or may return the employee to paid injured leave status.

14. Nothing in this Article shall preclude an officer returning to limited duty on the advice of his/her own doctor, subject, however, to the Chief's discretion as set forth in Section 9 of this Article.

15. An officer returning to limited duty shall wear his/her uniform or plainclothes as determined by the Chief of Police, provided, however, a determination by the chief that an officer shall wear his/her uniform shall take into account the safety of the officer and the possibility of re-injury or exacerbation of injury. No officer, however, shall be required to wear his/her uniform to and from work.

16. If a patrol officer is not assigned to the Station at all times, on all shifts (tours of duty) as a houseman (i.e., assisting the shift commander, dispatching, booking prisoners and the like, in and about the area of the desk/dispatch room and/or booking room), then the limited duty provisions of this Article shall no longer be applicable and an employee shall not be fit for duty if able to perform any of the limited duty tasks above set forth.

## **ARTICLE 29. SICK LEAVE**

**A. Sick Leave.** All employees hereunder shall be entitled to receive sick leave in accordance with the following procedure, subject, however, to the provisions of Sections B, C and D of this Article.

1. Sick Leave shall mean that period of time for which an employee is entitled to receive compensation while unable to perform his/her duties because of sickness or injury not related to said duties, or because of family illness as hereinafter provided.

2. When an employee finds it necessary to be absent from his/her duties because of sickness or injury not related to said duties or because of sickness or injury of a member of his/her immediate family (excluding non-dependent/guardian siblings and grandparents) not to exceed ten (10) sick days in each calendar year, he/she or his/her agent shall at once notify his/her superior officer or the Police Chief of such absence. No sick leave benefit shall accrue to an employee hereunder who fails to give such notice.

3. The Police Chief or the Town Manager may require the presentation of a doctor's certificate or report in writing, under oath, in connection with any claim for sick leave benefit and may, if it seems advisable, send to a doctor (designated and paid for by the Town) or other authorized person to investigate any such absence which necessitates the use of sick leave benefits. Any employee who refuses to submit to such a doctor's examination shall not be entitled to any sick leave benefits. If a pattern of sick leave abuse is documented by the Chief of Police and the employee has received written notice thereof, the employee can not utilize sick leave because of sickness or injury of a member of his/her immediate family for a twelve (12) month period without the approval of the Chief of Police or a doctor's report in writing.

4. The Police Chief shall and must require a medical certificate, relating to sick leave pay on forms furnished by him, stating the particular sickness of any employee who claims sick leave benefits or because of the particular sickness of a member of his/her immediate family, if the employee has been away from his/her duties for more than three (3) consecutive working days. Said certificate may be prepared by the employee's own doctor or his/her family member's doctor or a doctor sent by the Police Chief or the Town Manager.

5. The employee's failure to produce and file with the Police Chief an acceptable medical certificate as aforesaid will cause the omission of the employee's name from the payroll after the third consecutive work day of absence. If the claimed illness or disability is of a specialized nature or description, the Police Chief may require the medical certificate of a qualified specialist.

6. The Police Chief has the duty to determine, in the first instance, if the claimed absence is to be charged as sick leave or leave with loss of pay. This written determination may be changed at a later date by the Police Chief or the Town Manager if proper reasons are established to sustain said change.

**B. Sick Leave Visitation.** Routine visitations to employees on sick leave are hereby terminated. The Town, however, reserves the right to visit employees having a chronic pattern of non-hospital sick leave; this right shall not be used to discriminate against employees.

**C. Sick Leave Buy Back.** Whenever the employment of any person covered by this Agreement is terminated by retirement in accordance with the General Laws of the Commonwealth of Massachusetts, or death, such employee shall receive twenty-five (25) percent of his/her unused accumulated sick leave in a lump-sum payment. Such buy-back shall be calculated on the daily rate of the base pay, which does not include any stipends, education incentive, longevity, etc.

**D. Sick Leave Limited Duty.** An employee who is on long-term sick leave (i.e., 14 days or more), or what is anticipated to be long-term sick leave, will be eligible to participate in the limited duty program, subject to the provisions of this Article.

1. An employee must provide the Police Chief with a doctor's certification of his or her capacity to perform limited duty assignments. Further, the Police Chief may require that the employee be examined by a Town doctor.

2. An employee shall be fit to return to duty if capable of performing limited police duties on either a full time or less than full time basis, subject to the provisions herein contained: Limited duty tasks are the following:

- a. Teletype operation;
- b. General clerical work;
- c. Schooling (non-physical);
- d. Crime prevention (e.g. citizen advice and operation ID);
- e. Suicide prevention watch;
- f. Supervision (applicable to superior officers only); and
- g. Such other tasks as may be agreed on by the Chief of Police and the Association.

The foregoing limited police duties shall be station in-house duties unless otherwise agreed by the Chief of Police and the Association. The Chief of Police will make reasonable efforts whenever possible to make assignments of limited duty to the same shift as the employee is currently assigned. Limited duty assignments, however, will not normally be made to the midnight shift except for employees currently assigned to that shift. The Chief of Police shall determine whether a position is available which the employee is capable of performing and may or may not assign him to fill the position providing that the Chief shall not unreasonably withhold limited duty assignments from employees who request them while on sick leave. Assignments to limited duty tasks may be changed at the discretion of the Chief, subject only to the provisions contained in this Article.

3. Limited duty assignments shall not involve prisoner processing. There will be no disciplinary action taken against an employee assigned to perform limited duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.
4. An employee who is regularly assigned to night duty and who is assigned to daytime limited duty, shall not remain on the day shift for more than three (3) months. Said employee shall continue to receive his/her night shift differential while assigned day shift.
5. Limited duty assignments will not be made to avoid seniority choices of employees in accordance with the provisions of Article 15 of this Agreement.
6. It is understood that assignments to limited duty tasks pursuant to the provision of this Article are temporary in nature and shall not extend beyond the period of disability for full duty.

**E. Sick Leave Donation.** In the event that an employee exhaust his/her sick leave, individual employees may donate up to a maximum of two (2) sick days to such employee, with a total donation not to exceed sixty (60) days. If the employee needing the sick time exhausts the sixty (60) days, individual employees may then donate up to a maximum of two (2) additional sick days, with a total donation not to exceed (60) additional days. In no circumstances may an employee be granted more than one hundred and twenty (120) days of donated sick leave. The Association will be responsible for documenting all sick leave donations and submitting a summary of the donations to the Chief of Police identifying the employees making the donation and the number of days to be donated.

## **ARTICLE 30. MISCELLANEOUS**

**A. Maternity Leave.** Applications for maternity leave must be approved by the Chief of Police and the Town Manager. Other family leaves of absence (i.e. adoptive leave, paternity leave, etc.) without pay shall be granted for a period of twelve (12) weeks per year. A female employee shall be granted a maternity leave not exceeding six (6) months, without pay, subject to the terms and conditions set fourth in G.L. Chapter 149, Section 105D. During such leave, an employee may opt to apply her accrued sick leave and vacation leave.

During the period of said maternity leave, the employer shall continue to provide health insurance benefits at the same rate of contribution. However, an employee utilizing such a benefit must return to work and remain employed for at least six (6) months after the expiration of maternity leave. If she does not, the employee may be required to repay the Town the amount of money expended for the health insurance.

**B. Bereavement Leave.** In the case of the death of a parent, step-parent, husband, wife, child, step-child, grandparent, grandchild, brother or sister, employees shall be entitled to bereavement leave, without loss of pay and without having any part of sick leave benefits charged against their accumulated sick time, from the day of death up to but not beyond 8:00 A.M. of the third calendar day following the funeral of the deceased, but in no case will employees receive pay for absence of more than four (4) days, except with the approval of the Chief of Police.

In the case of the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece, employees shall be entitled to bereavement leave, without loss of pay and without

having any part of sick leave benefits charged against their accumulated sick time, from the day of death up to but not beyond 8:00 A.M. of the third calendar day following the funeral of the deceased, but in no case will employees receive pay for absence of more than three (3) days, except with the approval of the Chief of Police.

In the case of the death of a grandparent-in-law, brother-in-law and sister-in-law, employees shall be entitled to bereavement leave, without loss of pay and without having any part of sick leave benefits charged against their accumulated sick time, of one (1) day, to attend the funeral.

**C. Defibrillator Pay.** Effective July 1, 2003, all Officers shall be paid an annual defibrillator stipend of 1% of the top step patrol officers' base salary, but in no event less than five hundred dollars (\$500.00), to be paid in the first paycheck in December.

**D. Community Policing.** The parties will incorporate the community policing side letter.

**E. Drivers License Suspension.** Any suspension or revocation of an officer's driver license shall be reported to the Chief of Police within 24 hours of the officer's knowledge of such suspension or revocation.

**F. Permit to Carry Suspension.** Any suspension or revocation of an officer's license to carry firearms, Class A, shall be reported to the Chief of Police within 24 hours of the officer's knowledge of such suspension or revocation.

**G. Tuition Loan Program.** The Town agrees to set up a Tuition Loan Program as follows:

Employees hired as Watertown police officers after January 2, 1998 shall be eligible to borrow from the Town tuition costs up to \$10,000 per eligible officer with the following requirements:

- a. Eligible officers shall receive a loan from the Town upon successful completion with a passing grade courses of instruction in law enforcement/criminal justice-related courses at accredited colleges or universities, for tuition costs not paid for by the Federal Government Law Enforcement Assistance Administration Program, or by the Veterans' Administration, or by any other third party. Costs of textual materials and stationery are excluded.
- b. Eligible employees may receive tuition loans for only one degree at each of the following educational levels:
  - i. Associates Degree in Law Enforcement/Criminal Justice
  - ii. Bachelor Degree in Law Enforcement/Criminal Justice
  - iii. Masters Degree in Law Enforcement/Criminal Justice
- c. The total loan amount owed by an officer to the Town shall not exceed \$10,000.
- d. Each officer shall repay to the Town all amounts loaned as tuition. No interest shall be charged. Such repayment shall be accomplished by withholding by the Town of one-half (1/2) of the amount of any incremental payment due as a result of achieving the degrees specified in subsection b, above, until such amount is repaid in full.

- e. In the event that an officer with an outstanding loan balance permanently separates from the service of the Watertown Police Department, s/he shall be immediately responsible for repayment of any outstanding loan amounts due to the Town in full. The Town shall be entitled to withhold from any amounts of money due such officer upon termination any unpaid loan balance. As a condition of receiving the Tuition Loan, the Town may require each eligible officer to sign documents effectuating the purposes of this subsection e.

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

### **ARTICLE 31. PARKING ENFORCEMENT**

The Town may utilize parking meter personnel for issuing citations for parking violations.

### **ARTICLE 32. PERFORMANCE APPRAISAL**

The Town and the Union will establish a joint sub-committee to develop a performance appraisal system by January 1, 2000.

### **ARTICLE 33. COMMUNITY POLICING**

The Town of Watertown wishes to implement "community policing" so-called, as part of the Police Department's deployment practice.

In this regard, we suggest that Article XVI and XXII of the contract between the Town and you Association be modified, in the following manner:

1. Employees in the patrol division may be reassigned, on a voluntary basis, from a night shift to the day shift for more than 14 calendar days, for assignment as "community police" officers. In such capacity they may work a tour of duty other than those set forth in Article XXII, A of the contract. For example, they may be assigned to work from 10 A.M. to 6:15 P.M., or from 12 Noon to 8:15 P.M. They shall continue on the four on, two-on schedule set forth in Article XXII, 3 (a).
2. Such employees shall receive training in "community policing" as part of their assignment, either during their terms of duty, or on an overtime basis. They shall not be required to respond to routine police calls in the same manner as officers assigned on cruiser patrol. They shall hold themselves available if dispatched by the station or if they elect to respond, usually in emergency situations or to assist a fellow officer.
3. On thirty (30) days' written notice to the Chief of Police, or sooner upon mutual agreement, each such employee shall be reassigned to his/her original shift if he/she elects not to continue as a "community police" officer.

4. The minimum number of patrol officers working each first half shift from which employees so assigned come, shall be increased by one (1) employee Mondays to Thursdays. This provision shall not be deemed to create a contractual minimum manning level, or to preclude the Chief of Police from decreasing the minimum number accordingly. If the Chief does decrease the maximum number on the first half shift, this understanding can be notice to such effect from the Association's President to the Chief of Police.
5. The reassignment of such employees shall not be deemed a vacancy requiring the posting of openings and the filling of such opening pursuant to the provision of Article VI, D.
6. Employees so assigned shall be eligible for overtime in their capacity as "community police" officers, and in the normal distribution of shift overtime, on the fair and equitable basis set forth in said Article XXII.
7. Employees shall be eligible to take individual vacation days on shifts from which employees are reassigned for the purpose of community policing, unless such requires the filling of more than one overtime assignment, in which event a second employee shall only be able to take an individual vacation day with the approval of the Chief of Police or his/her designees.
8. This understanding shall remain in force and effect until June 30, 2005, unless sooner terminated pursuant to the provisions of paragraph 4, provided, however, the Chief of Police and the Association can also terminate this understanding by 90 days' written notice to the other to such effect.

#### **ARTICLE 34            DURATION**

- A. This Agreement shall take effect on July 1, 2005 and shall remain in full force and effect to and including June 30, 2008. On or after November 15, 2007, either party may notify the other of its desire to commence negotiations for a successor agreement, to become effective on July 1, 2008, and thereupon negotiations shall commence forthwith.
- B. If a successor agreement has not been executed by June 30, 2008, this Agreement shall remain in force and effect until a successor agreement is executed.

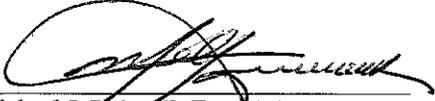
#### **ARTICLE 35            PAYROLL**

The weekly pay period shall begin on a Sunday and end on Saturday. Employees will be paid in arrears, i.e. they will be paid on a Thursday for the preceding Sunday to Saturday period.

#### **ARTICLE 36            LATERAL TRANSFERS**

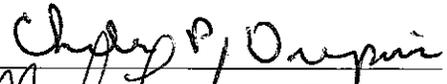
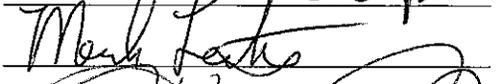
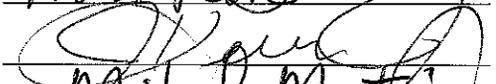
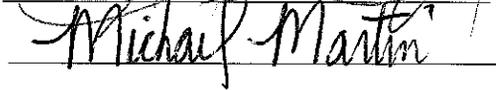
If a lateral transfer is hired from another police department, the officer transferred shall be placed on the pay scale based on the officer's years of civil service police service. Such placement would have no effect on seniority or other benefits.

**FOR THE TOWN OF WATERTOWN**

  
\_\_\_\_\_  
Michael J. Driscoll, Town Manager

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

**FOR THE WATERTOWN POLICE ASSOCIATION**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

## BASE SALARIES

### APPENDIX A

#### EFFECTIVE JULY 1, 2005

	Step 1	Step 2	Step 3	Top
Patrol				
Hourly	\$ 21.7935	\$ 22.7734	\$ 23.7675	\$ 24.6584
Weekly	\$ 838.83	\$ 876.55	\$ 914.81	\$ 949.10
Annual	\$ 43,736.70	\$ 45,703.11	\$ 47,698.40	\$ 49,486.09

#### EFFECTIVE JULY 1, 2006

	Step 1	Step 2	Step 3	Top
Patrol				
Hourly	\$ 22.7742	\$ 23.7981	\$ 24.8371	\$ 25.7680
Weekly	\$ 876.58	\$ 915.99	\$ 955.98	\$ 991.81
Annual	\$ 45,704.85	\$ 47,759.75	\$ 49,844.83	\$ 51,712.96

#### EFFECTIVE JULY 1, 2007

	Step 1	Step 2	Step 3	Step 4
Patrol				
Hourly	\$ 23.3435	\$ 24.3931	\$ 25.4580	\$ 26.4121
Weekly	\$ 898.49	\$ 938.89	\$ 979.88	\$ 1,016.60
Annual	\$ 46,847.47	\$ 48,953.74	\$ 51,090.95	\$ 53,005.78

	Top Step
Hourly	\$ 26.9405
Weekly	\$ 1,036.94
Annual	\$54,066.17