

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF BELLINGHAM

AND THE

BELLINGHAM POLICE ASSOCIATION

JULY 1, 2025 – JUNE 30, 2028



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This Agreement and any such other Agreements entered in to supplement or amend this Agreement, is by and between the Town of Bellingham, hereinafter called the "Town" and the Bellingham Police Association, hereinafter called the "Union."

WITNESSETH

WHEREAS the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department of the Town require that an orderly and constructive relationship be maintained between the parties; and,

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and,

WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations base on this Agreement.

NOW, THEREFORE in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follow:

**ARTICLE I**

**PERSONS COVERED BY THIS AGREEMENT**

The Town recognizes the Union as the exclusive representative, for the purposes of collective bargaining relative to wages, hours of work, and other conditions of employment for all Police Officers and Police Sergeants, sometimes referred to herein as Police Officers, employed by the Police Department and in the service of the Town, not including the managerial positions of Chief of Police, Deputy Chief, Captain, and Lieutenant.

The Parties agree that employees hired prior to the revocation of the Civil Service statute shall preserve, as much as it is practicable, any Civil Service rights which have come into existence between the Town and any employee because of the original acceptance of such law. Employees hired after the revocation will be subject to the replacement provisions outlined in this agreement.

**ARTICLE II**  
**NON-DISCRIMINATION**

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement because of race, religion, creed, color, national origin, sex, age, or otherwise as may be prohibited by federal and state law. The Town and the Union further agree not to discriminate against employees covered by this Agreement because of membership or non-membership in the Union.

**ARTICLE III**  
**EMPLOYEE RIGHTS AND REPRESENTATION**

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist in the Union shall be recognized as extending to participation in management of the Union and acting for the Union in the capacity of a Union Officer or representative, or otherwise and including the right to present Union views and positions to the public, to officials of the Town and the Police Department, to the Town Meeting and to members of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization, which would violate any rights of the Union under this Agreement. Further, no department official, representative, agent or employee of the Town shall:

- A. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
- B. Interfere with the formation, existence, operations, administration, or negotiations of the Union.
- C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or otherwise act to the disadvantage of work opportunities or earning power of the employees covered by this Agreement.
- D. Discriminate against any employee because he/she has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the Union, or in his/her own behalf; or

E. Refuse to meet, negotiate, or confer on a matter with officers or representatives of the Union.

Section 2. Not more than two (2) members of the Union Bargaining Committee, who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract, or supplements thereto, provided however, the Union Bargaining Committee may consist of more than two (2) members.

Section 3. Not more than two (2) Union officers, representatives, or Union Grievance Committee members, may be granted leave of absence without loss of pay or benefits for time required to discuss or process grievances with the employee or others involved, and to participate in any grievance step as described in ARTICLE VIII hereof, or in arbitration procedures consequent thereupon. Such officers, representatives, or Union Grievance Committee members who work with any night platoon may have their hours of work and schedule of work adjusted accordingly to effectuate the purposes of this Section. The Union Grievance Committee may consist of more than two (2) members.

Section 4. Union officers, representatives, or Union Grievance Committee members shall be permitted to discuss official Union business with employees during work provided such discussion does not interfere with police business and shall be permitted to discuss such business with the Chief of Police at all mutually convenient times.

Section 5. Union officers, representatives, or Union Grievance Committee members, up to a maximum of two (2), in any one instance, shall be granted leave of absence, without pay but with no loss of benefits, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court or other public body if they so request and subject to the reasonable discretion of the Chief of Police.

Section 6. In the event any new or revised law, administrative regulation or decision of a court of competent jurisdiction adversely affects the rights of either party to this Agreement, it is mutually agreed that the parties hereto shall meet and negotiate a substitute provision which will, insofar as possible, preserve the right previously in effect.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

Section 1. Subject to this Agreement and applicable law, the Town reserves and retains the regular and customary rights and prerogatives of municipal government.

Section 2. By way of example but not limitation, management retains the following rights: to determine the mission, budget, and policy of the Police Department; to determine the organization of the Police Department, the number of employees, the work functions, and the technology of performing them; to determine the numbers, types, and grades of positions or personnel assigned to a work project, tour of duty, or at any location, task, vehicle, building, or patrol route on such tour of duty; to determine the methods, means, and personnel by which the Police Department's operations are to be carried on; to determine whether work will be performed by uniformed personnel, civilians not covered by this Agreement, or outside contractors, whether or not such work was formerly performed by bargaining unit personnel; to maintain and improve orderly procedures and the efficiency of operations; to hire, promote, transfer, direct and assign employees; to determine the equipment to be used and uniforms to be worn in the performance of duty; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and to enforce existing Police Department rules and regulations and to add to or modify such regulations as it deems appropriate.

The parties acknowledge that the Town has the right to take any action allowed and/or required under An Act Relative to Justice, Equity, and Accountability in Law Enforcement in the Commonwealth, i.e., Massachusetts Police Reform Law, subject to the Town and the Union meeting any bargaining obligations under M.G.L. c. 150E.

Section 3. The Town shall have no right to exercise its rights or prerogatives so as to violate the express provisions of this Agreement.

## **ARTICLE V**

### **STABILITY OF AGREEMENT**

Section 1. No amendment, alteration, or variation of the terms and provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to the future performance of any such terms or provisions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

## **ARTICLE VI**

### **COURT TIME**

Section 1. Any employee on duty at night or on vacation leave, furlough or on a day off, who attends as a witness or in any other capacity for or on behalf of the Commonwealth or the Town in a criminal or other matter pending in any court of the Commonwealth, or before any grand jury proceeding, or in conferences with a District Attorney or Assistant District Attorney, or at any pretrial court conference or any other related hearing or proceeding, and who is required or requested by any city, county, state, or federal government or any subdivision or agency of the foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as a witness or in other capacity for or on behalf of the Government of the United States, the Commonwealth or Town in a criminal or other matter pending in a Federal District Court, or before a federal grand jury proceeding, or at any Federal Court pretrial conference or any other related hearing or proceeding, shall be entitled to and shall receive, in addition to his/her regular weekly compensation for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event less than four (4) hours such pay on an overtime service basis; provided, however, that if he/she so attends or appears, during any one day, on more than one such occasion, he/she shall be entitled to additional pay from the time of first such attendance or appearance on such day to the time of last such appearance on such; provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off, or while he/she is on a vacation leave, the employee shall receive additional pay due or provided for under

the Holiday and Vacation Leave provisions of this Agreement. For the purposes of this Article, court time shall commence at 8:30 AM.

## **ARTICLE VII**

### **HOLIDAYS**

Section 1. For the purposes of this Article, the “holiday” is the twenty-four (24) hour period commencing at 12:01 AM of each day listed in this section, or the day of celebration thereof. Juneteenth and the day after Thanksgiving shall be considered floating holidays, earned July 1<sup>st</sup> of each year. The contractual benefits associated with holidays will apply to the above holidays on their respective calendar day or day of celebration. The following days shall be considered paid holidays for the purposes enumerated below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day

Section 2. If an employee works on a holiday, he/she will be paid at the rate of time and one-half of his/her regular days' pay. Each employee shall receive, for each such holiday, in addition to his/her regular weekly compensation, an additional day of pay, hereinafter referred to as holiday pay, computed as one-fifth (1/5) of his/her regular weekly compensation.

Section 3. In lieu of holiday pay, employees may elect to receive a paid day-off (referred to as a “holiday”) for each said holiday, provided they give reasonable notice prior to each said holiday to the Chief of Police; employees so electing to receive a holiday day-off shall receive same within a reasonable period following each said holiday.

Section 4. An employee shall not be entitled to receive holiday pay or a holiday day-off for each said holiday unless he/she worked both his/her last regularly scheduled workday before and his/her first regularly scheduled workday after each said holiday. For the purposes of this section, the term “worked” shall be deemed to include absence on either such workday before and after each said holiday with good cause and excuse, such as absence on injured, sick, or vacation leave,



absence on excused leave or on the several miscellaneous leaves of absence referred to in ARTICLE XII of this Agreement, or absence on a scheduled day-off.

Section 5. Unless authorized by the Chief of Police, a holiday not taken in the fiscal year in which it is credited cannot be carried over into the next fiscal year. As an exception, employees who are injured in the line of duty may carry over for a period of six (6) months any holiday, which was accrued but unused as of the date of the injury.

Section 6. Employees shall be required to provide a minimum of twenty-four (24) hours' advance notice to take the day off on a holiday, or to use a holiday day off on any other day. The twenty-four (24) hour notice may be waived if the day off does not create an opening that requires replacement, or if the open shift can be filled on a voluntary basis. The assigned overtime list may be used if more than twenty-four (24) hours' notice is given.

Section 7. Personal Leave or any other days will be allowed on a Holiday.

Section 8. Employees who elect or are required to work overtime, excluding regularly assigned officers, on a holiday will be compensated at double their regular rate of pay.

**ARTICLE VIII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A grievance shall be defined as any dispute concerning the interpretation or application of the terms and conditions of this Agreement.

Section 2. The grievance and arbitration procedure shall be as follows:

A. Any employee who is a member of the Union may present a grievance in writing within thirty (30) days after the date of the act or omission-giving rise to the grievance. Said time limitation shall be applied, in the event the Union files the grievance, within thirty (30) days of the next monthly meeting of the Union following the act or omission; and the time limitation shall apply, in all instances, only from the date when the employee or the Union had some reasonable basis for actual knowledge of the act or omission; however, no monetary damages for violation of this Agreement shall begin to accrue until the date of the said written grievance.

B. The Union shall, in the event of a grievance filed by an employee, be forwarded a copy of said grievance and shall, in every event, be offered an opportunity to be present during any step in the grievance procedure.

C. The representatives of the Union who attend such grievance steps shall be excused from the performance of their duties, if regularly scheduled or otherwise, without loss of pay or other benefit, when they are in attendance at said grievance step.

D. The steps of the grievance and arbitration procedure are:

STEP 1: An employee who is a member of the Union or the Union may present the grievance to the Chief of Police. The Chief of Police or his/her designee shall meet with the employee and/or the Union, discuss fully the grievance, and shall answer the grievance, in writing, to the employee and the Union within seven (7) days after the date the grievance was originally filed.

STEP 2: In the event that either the employee or the Union, or both, are not satisfied with the disposition of the grievance pursuant to the answer rendered at STEP 1, if one was rendered, the grievance shall be submitted in writing to the Selectboard of the Town of Bellingham, with a copy to the Town Administrator and Human Resources, within seven (7) days of receipt of the answer at STEP 1 or within fourteen (14) days from the expiration

of seven (7) days from and after the filing of the original grievance at STEP 1. The Selectboard shall meet with the employee and/or the Union, discuss fully the grievance, take all testimony offered and shall answer the grievance, in writing, to the employee and the Union, with a copy to the Town Administrator and Human Resources, within seven (7) days following the date of filing the grievance at STEP 2. If the Selectboard fails to answer the grievance within the seven (7) day limitation, such failure shall constitute a denial of the grievance, which may be appealed under STEP 3. The Selectboard may request an extension of such time limits, and the Union will not unreasonably refuse to agree to such an extension.

STEP 3: In the event that the Union is not satisfied with the disposition of the grievance pursuant to the answer of the Board of Selectmen at STEP 2, then it shall have the right to place the grievance in arbitration by notifying the Town in writing within fourteen (14) days of receipt of the Board's decision, by causing a copy of such written notice to be submitted to the Executive Secretary to the Board of Selectmen. The selection of the arbitrator and the procedure of arbitration shall be covered by the rules and regulations of the American Arbitration Association. The arbitration award shall be final and binding on the parties provided the award is within the jurisdiction and authority of the arbitrator pursuant to this Agreement. The arbitrator's award shall be confined to the specific issue submitted by the grievance, and he/she shall have no power to amend, alter, add to, or detract from the terms of this Agreement. The arbitrator shall be requested to issue his/her awards within thirty (30) days of the close of the hearing or the date that post-hearing briefs are presented.

E. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expense of the preparation and presentation of its own case. If either party desires a stenographic record of the hearing, it shall bear the cost for such record.

F. In the event two (2) or more unrelated grievances should be referred to arbitration at the same time, either party shall have the right to demand that such unrelated grievances be submitted to a separate arbitrator.

G. Grievances involving disciplinary action shall be processed starting at STEP 2 of the Grievance and Arbitration Procedure. If such a grievance is not resolved by the parties and is

submitted to arbitration, the arbitrator may order the restoration of an employee who has been discharged, with or without back pay for time lost.

**ARTICLE IX**

**COMPENSATION**

**Section 1. Basic Wages.**

A. Salaries in effect under the 2022 – 2025 Agreement shall be increased as follows.

- |                  |                        |
|------------------|------------------------|
| 1) July 01, 2025 | 3%                     |
| 2) July 01, 2026 | 3%                     |
| July 01, 2026    | 1% (ARTICLE XVI S. 14) |
| 3) July 01, 2027 | 3%                     |

B. Steps of compensation:

RANK	STEP	MONTHS OF SERVICE
POLICE OFFICER	1	1 <sup>ST</sup> to 12 <sup>TH</sup> Month
POLICE OFFICER	2	13 <sup>th</sup> to 24 <sup>th</sup> Month
POLICE OFFICER	3	25 <sup>th</sup> to 60 <sup>th</sup> Month
POLICE OFFICER	4	Upon Completion of 60 <sup>th</sup> Month
12.5% increase from PO 4 to SGT 1		Upon promotion to Sergeant
SERGEANT	1	1 <sup>st</sup> to 12 <sup>th</sup> Month
SERGEANT	2	13 <sup>th</sup> to 60 <sup>th</sup> Month
SERGEANT	3	Upon Completion of 60 <sup>th</sup> Month

C. As a result of the increases provided and the changes made in the above paragraphs, employees shall be paid in accordance with the schedule (HOURLY RATE OF PAY) found in EXHIBIT A, attached hereto, and made a part hereof, in weekly installments consisting of forty (40) hours per week.

D. The base rate of pay for private details shall be equal to time and one half the Sergeants STEP 1 basic wage including night shift differential.

E. Town and School details: the rate of pay shall be the employees' overtime rate or the private detail rate, whichever is higher. Town and School Department details are defined as those which are paid for with Town funds, including work being done under contract and/or sub-contract, for any Town Department.

F. Detective Stipend. Employees covered under this agreement who are assigned as a detective shall receive a weekly stipend equal to two 8% of their basic wage. This is in consideration for their on-call status.

Section 2. Starting Hourly Rate of Pay and Increments.

A. Appointment. Except as provided otherwise in paragraph B of this Section, every employee shall, upon appointment to any of the ranks specified in the schedule in Section 1 of this Article, be compensated at the rate specified for such rank in STEP 1 of said schedule, and shall, immediately upon attaining of the required months of service in such rank, be advanced to the rate specified for such rank in the next STEP, if any, of said schedule.

B. Promotion. Every employee promoted to a rank specified in the schedule in Section 1 of this Article shall, upon such promotion, be compensated at the rate specified for such rank in STEP 1 of such schedule.

C. Lateral Moves. An officer who transfers to the Bellingham Police Department after being a POST Certified full-time officer at another agency may, upon hiring, be credited for some or all their years of service from the previous agency for the purpose of computing their position in the steps of compensation and their accrued vacation leave. However, at no time will the transferred accrued time exceed the maximum earned vacation as outlined in the current Agreement.

Section 3. Computation of Service.

Except as stated in Section 2. C of this article, only continuous full-time service on or with the Police Department of the Town of Bellingham, beginning with the employees first day of service after completion of the Police Academy, shall be included in computing length of service for compensation, longevity, and vacation leave purposes, except that all leaves of absence for military service terminating with the reinstatement or re-employment of the employee on the Police Department of the Town, shall be so included.

Section 4. Night Shift Differential.

Each employee who is regularly scheduled to perform his/her duties on either the Second or Third Shift (any shift or tour of duty commencing on or after 3:00 PM and prior to 8:00 AM) shall receive, in addition to his/her basic wage, a weekly shift differential equivalent to six (6) percent of his/her basic wages as set forth in Section 1 above.

Section 5. Longevity.

Each employee of the Police Department, covered by the terms and provisions of this Agreement, shall receive annual longevity compensation, in addition to his/her basic wages. Such compensation shall be \$400 upon completion of five (5) years of service, and \$60 for each additional year of service more than five (5) years and shall be paid annually between June 1 and June 15.

Section 6. Higher Classification.

Regular full-time employees in the Police Officer rank who are assigned in charge of a shift or tour of duty shall receive, in addition to their regular pay, one hour of overtime pay for shifts greater than four hours or one-half hour of overtime pay for shifts of four hours or less.

Section 7. Educational Incentive Program

Effective July 1st, 2025, the following education incentive program is in place:

Associate's Degree	10% base wages
Bachelor's Degree	20% base wages
Master's Degree	25% base wages

Above education stipends to be paid on degrees majoring in:

Criminal Justice, Criminal Justice Administration, Criminology, Psychology, Sociology, and Social Services

For all other degrees, employees may receive the following incentive:

Associate's Degree	5% base wages
Bachelor's Degree	10% base wages
Master's Degree	12.5% base wages

Payment will be contingent on satisfactory documentation to the Town that degrees are from an accredited college or university and be provided no later than December 1 of the year prior to the fiscal year of payment. Members may receive compensation for a maximum of one degree.

Section 8. Compensatory Time

- A. Employees may accumulate compensatory time "comp-time" in lieu of overtime pay. Comp-time shall be documented within the designated department schedule and is

subject to approval. Any overtime worked may be taken as monetary or compensatory time off. Officers may accumulate a maximum of twenty-four (24) hours of comp-time. Any overtime worked after accumulating twenty-four (24) hours of comp-time must be taken as monetary compensation in accordance with this agreement. Comp-time may be carried over from one fiscal year to the next.

- B. Employees shall be required to provide a minimum of twenty-four (24) hours advance notice to take comp-time. Comp-time that is requested with less than twenty-four (24) hours notice may not be approved.
- C. Patrol officers may be permitted to take comp-time in hour increments, at the beginning or end of their assigned shift, at a minimum of one hour and up to their available balance, including any fraction of an hour. Patrol officers may be allowed off, provided that at the time of the request, minimum staffing levels are maintained as established for the shift. The comp-time may not create a need for replacement at the time it is requested.
- D. Sergeants may be permitted to take the comp-time provided the shift is replaced by a supervisor or minimum staffing levels are maintained. Comp-time for sergeant shifts taken in four-hour increments may be replaced by a supervisor if no other sergeant is scheduled for the patrol shift. Comp-time for sergeant shifts taken in hour increments, less than four-hours, at the beginning or end of their assigned shift may be replaced, however, the opening may only be replaced by an outgoing or incoming sergeant, or by a lieutenant. Supervisors are not permitted to be "recalled" as described in ARTICLE XIII Section 6 to replace comp-time taken in less than four-hour increments.

#### Section 9. Stipends

Members covered by this agreement who are assigned to any of the positions listed below will be compensated with an annual stipend of five hundred and twenty dollars (\$520). The stipend will be paid in weekly increments. Members may receive a maximum of one stipend.

Assignments covered by this section include Multilingual, LEC Members, Accreditation Manager, Evidence Control Officer, BT Coordinator (1 of the 2), School Resource Officer, FTO Coordinator (Sergeant), Field Training Officer (Patrol Officer), Safety Officer, Fleet Maintenance Officer, Drone Operator, and K9 Handler.

Management may add positions to the assignments that are eligible for a stipend.



**ARTICLE X**  
**CLOTHING AND EQUIPMENT**

**Section 1. New Employees.**

Each new employee shall be completely outfitted with all uniforms and clothing required for the performance of his/her duties by the Town.

**Section 2. Equipment.**

The Town, at its sole cost and expense, shall supply to all employees all leather goods, hand cuffs, pistols, holsters, belts, night sticks, mace, shoulder patches, metallic buttons, ammunition, one (1) box of service ammunition per year per employee and six (6) boxes of target ammunition per year per employee, badges, flashlights and batteries, gun permits and such other equipment designated by the Chief of Police which equipment shall remain the property of the Town.

**Section 3. Replacement.**

The Town shall replace at no cost to the employee all uniforms, clothing, and equipment, which is irreparably torn, mutilated, or destroyed while an employee is performing his/her duties.

**Section 4. Clothing Allowance**

Each member covered by this agreement will be allotted an annual clothing allowance in the amount of three hundred dollars (\$300). The \$300 allotment will become available on July 1<sup>st</sup> of each year to be used via invoice at approved vendors to purchase approved uniforms, equipment, and clothing items. Funds that have not been used by May 1<sup>st</sup> will be forfeited back to the Town.

## **ARTICLE XI**

### **POLICE DETAILS**

Section 1. The following procedure shall be adhered to in the assignment and recording of all paying police details (which, for the purposes of this Article, shall include all private third-party details and work opportunities offered at Town elections and meetings, Town School dances, events, and functions, and with respect to the installation of water lines from water mains in the streets to the property line of property owners):

- A. Working paid police details shall be voluntary.
- B. All assignments to paying police details shall be made by the Sergeant/Shift Commander. All paying police details will be distributed to employees fairly and equitably as to the number of details, hours, and compensation thereof. The general rules governing the way paying police details are distributed, shall be determined by the majority vote of the Union body. Any grievance pertaining to the fair and equitable distribution of paying police details shall be addressed to the Union. Grievances that cannot be settled by the Union will be forwarded to the Chief of Police for final determination.
- C. The Sergeant/Shift Commander making any assignments to paying police details shall be responsible for having recorded all assigned paying details and shall have such assignments posted daily in a manner acceptable to the parties, for the attention of all employees. Sufficient records shall be available to determine whether detail assignments are being made in accordance with the provisions of this Article. Detail distribution records shall be official records of the Police Department and shall be made available to the Union for its inspection and use upon request.
- D. Any employee who performs a paying detail not officially assigned, recorded, and reported as required by this Agreement will not be protected by the provisions of M.G.L. c. 41, Section 100 as amended.
- E. Regular full-time employees (police officers and sergeants) of the Police Department shall have the right of first refusal of all paying police details; provided, however, in the event sufficient regular full-time employees of the Town are not available for or desirous of working such paying police details, such detail opportunities will be afforded in a manner determined by the Chief of Police.

F. No paying police detail assignment shall be made until the person, firm, corporation, or entity requesting or required to have such detail has agreed to pay the following rates of pay set forth in Article IX, Section 1, C., hereinafter referred to as the standard detail rate, with a guarantee of a minimum of four (4) hours such pay per detail for each employee so assigned. Failure to provide a minimum of one (1) hour notice for cancellation or modification to the scheduled start time, the employee(s) shall be paid the minimum four (4) hours pay per detail for each employee so assigned.

1. Once a paid detail reaches or exceeds four (4) hours, the employee shall be paid for a minimum of eight (8) hours at their applicable detail rate; however, Town elections and meetings and Town School dances, events, and functions shall be excluded.
2. If a paid detail assignment continues for more than eight (8) hours, employees so assigned shall be paid in one (1) hour increments at their applicable detail rate or time and one-half the private detail rate, whichever is higher, for all such hours worked more than eight (8) hours.
3. Employees assigned paid details on Saturdays, Sundays, or on a holiday shall be paid at their applicable detail rate or time and one-half the private detail rate, whichever is higher, for all such hours worked, subject to the aforesaid minimums, including one (1) hour increments after eight (8) hours. Town or School sponsored events which do not include traffic control, will be paid at their applicable detail rate and be subject to the aforesaid minimums.
4. The Town shall have the right to fill details requested prior to 9 a.m. and not filled by 4 p.m. the workday prior to the requested date.
  - a. A detail requested prior to 9 a.m. on Thursday, for Friday and not filled by 4 p.m. on Thursday shall be filled by the Town.
  - b. A detail requested prior to 9 a.m. on Friday, for Monday and not filled by 4 p.m. on Friday shall be filled by the Town.

G. The Chief of Police (or his/her designee) may in his/her discretion require a person, firm, corporation or other private entity to employ a Police Officer on a paid detail assignment whenever an opening in the street or similar work impedes the smooth and safe flow of traffic or otherwise requires the presence of a Police Officer to assure the safety of the public.

H. All paid details will be paid through the Town with the procedure established by the Town Accountant, not to be inconsistent with this Agreement, and for this additional service, the Town may charge a fee, above the amount paid to the officer, to persons requesting private details in the amount set forth in M.G.L. c. 44 §53C.

## **ARTICLE XII**

### **AUTHORIZED LEAVE**

Section 1. Blood Donations, Education Programs, Inoculations, Medical, and Promotional Exams. Subject to the operating needs of the Police Department, determined by the Chief of Police, leave of absence without loss of pay may be permitted for the following reasons:

- A. Red Cross or other blood donations authorized by the Department.
- B. Attendance at educational programs required or authorized by the Town or Department.
- C. Inoculation(s) required by the Town.
- D. Medical examinations for retirement purposes; and,
- E. Promotional examinations for positions in the service of the Department.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, total amount received not to exceed his/her regular forty (40) hours weeks' pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed forty (40) calendar days. The term "total amount" shall include military pay and pay from the Town.

Section 3. Bereavement Leave. In the event of the death of a spouse, father, mother, stepparent, brother, sister, stepsibling, grandparent, child of stepchild, such employee shall be granted five (5) days off without restriction. Involving the death of a father-in-law, mother-in-law, sister-in-law, brother-in-law, or of any person permanently residing with the employee, such employee shall be granted three (3) days off, or five (5) days if travel beyond one hundred (100) miles is required. It is understood that these days will not include days-off falling within such period. Such time shall not be deducted from Vacation, Sick, and/or Personal leave.

Section 4. Personal Leave. Each employee shall be entitled to three (3) days of leave per year, without loss of pay or benefits, to conduct personal business. Personal Leave shall take preference to all other days excluding sick leave. Employees shall be required to provide a minimum of four (4) hours' advance notice to take a day of personal leave. The four (4) hour notice may be waived if the day off does not create an opening that requires replacement, or if the open shift can be filled on a voluntary basis. If the day off taken with less than four (4) hours' notice requires replacement with the use of the assigned overtime list, the employee taking the personal day will be charged 1.5 personal days. Lack of available time will result in the day off being denied.

Section 5. Sick Leave.

A. Each employee shall earn and accrue fifteen (15) days sick leave per year at the rate of 1  $\frac{1}{4}$  days per month.

B. When an employee claims sick leave, but not when an employee is absent by reason of job-related illness or injury, his/her unused accumulated sick leave shall be reduced by the number of days so claimed as sick leave. Unused sick leave may be accumulated from year to year.

C. Employees shall be required to provide a minimum of four (4) hours' advance notice to take a day of sick leave. If an employee takes a day of sick leave with less than four (4) hours' notice they may be required to provide a letter to the Town from their physician/medical provider containing medical facts consistent with the Family and Medical Leave Act (FMLA) to verify the illness or injury. If the employee opts not to provide a letter from their medical provider, they will have two (2) days of sick leave deducted from their accumulated sick leave.

D. In the event an employee sustains an injury or illness which does not require medical attention, such employee shall be entitled to sick leave in accordance herewith but for a period not to exceed five (5) days; in the aggregate, for the period July 1 through and including June 30. During any fiscal year if an employee sustains an injury or illness which requires his/her absence from scheduled duties in excess of said five (5) days in the aggregate, then the Chief of Police or his/her designee may, based on reasonable suspicion and after five (5) absences for which sick leave is used, require an employee to provide a letter to the Town from his/her physician/ medical provider containing medical facts consistent with the Family and Medical Leave Act (FMLA) to verify the illness or injury. The Chief of Police or his/her designee will exercise the right to request a letter from an employee's physician/medical

provider set out in this paragraph in an evenhanded manner. In all events, job-related illness or injury shall continue to be administered in accordance with current statutory provisions.

E. Family Sick Leave. By reason of a serious health condition of a member of an employee's immediate family defined as mother, father, spouse, child, stepchild, non-related/related household member requiring the care and attendance by the employee and limited to three (3) days in any calendar year. Serious health condition means an illness, injury, impairment, or physical or mental condition of a member of the employee's immediate family which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the member of the employee's immediate family and involves either an inpatient facility or continuing treatment or continuing supervision by a health care provider. Upon request, the employee shall be required to provide a physician's certificate stating the general nature of the illness or injury requiring the attendance of the employee, to demonstrate eligibility under the sentence above. The Chief shall maintain exclusive confidentiality on all information contained on the physician's certificate. Where the serious illness or injury is prolonged or recurring, resulting in a request for sick leave more than the three (3) days in a calendar year, sick leave will be permitted provided:

1. A physician's certificate, as stated above, is given to the Chief; and
2. The employee has first exhausted all the other available time (i.e., vacation, holiday, personal).

F. Upon retirement under M.G.L. c. 32, death, or a voluntary resignation of an employee in good standing after ten (10) years' service, an employee shall be paid for such accumulated sick leave in an amount equal to the sum obtained by dividing the total contractual weekly payments to him/her by the Town for the past twelve (12) months by 52 and then again by five (5). For purposes of creating this sick leave buy back bank, each employee shall be deemed to have earned and accrued the days heretofore accumulated. In the event of an employee's death, payment of such accumulated sick leave shall be made to the beneficiary designated by the employee in writing, or failing thereof, to his estate.

G. Sick leave pay under this Article shall include the basic wage as is set out in Article IX, Section 1, plus night shift differential, as set out in Article IX, Section 4, plus educational incentive; excluded shall be all overtime pay, detail rates and longevity payments.

H. Notwithstanding the provisions of Article XII, Section 5E above , employees who begin their employment after July 1, 1994, shall receive upon retirement under M.G.L. Chapter 32, death, or a voluntary resignation of an employee in good standing after ten (10) years' service, payment for such accumulated sick leave, not to exceed fifty (50) days, in the amount equal to the sum obtained by dividing the total contractual weekly payments to him/her by the Town for the immediate past twelve (12) months by fifty-two (52) and then again by five (5). Employees who begin their employment after July 1, 1994, who voluntarily resign in good standing with less than ten (10) years' service shall be entitled to obtain one-third (1/3) buyback of accumulated sick leave at the rate described in this subsection.

I. Notwithstanding the provisions of Article XII, Section 5E & 5G above , employees who begin their employment after July 1, 2023 shall receive upon retirement under M.G.L. Chapter 32, death, or a voluntary resignation of an employee in good standing after ten (10) years' service, payment for such accumulated sick leave, not to exceed fifty (50) days, in the amount equal to the sum obtained by dividing the total contractual weekly payments to him/her by the Town for the immediate past twelve (12) months by fifty-two (52) and then again by five (5).

J. Employees utilizing sick leave will not be eligible for an overtime shift or paid detail for eight (8) hours following the shift taken as sick.

K. Notwithstanding the exhaustion of sick leave benefits under the sick leave provisions of the 1987-1989 collective bargaining agreement between the Selectboard and the Union, those parties hereby agree that it is their intent that employees covered by said agreement be granted extended sick leave benefits until they are retired, or their employment is in any other manner terminated, when any of them suffers a catastrophic or prolonged illness caused by any of the following diseases: Cancer, Disabling paralysis caused by brain or spinal tumors polio or multiple sclerosis, Addison's Disease, Coronary or cerebral thrombosis, Disabling limb amputations, Cystic fibrosis, Chronic tuberculosis, Chronic congestive heart failure, Chronic rheumatic fever, Major fractures of the pelvis, spine, neck, or skull, or Other similar diseases or conditions

Section 6. Vacation Leave

A. Upon completion of the required number of years of service, employees shall be granted annual vacation leave with pay, as follows:

YEARS OF SERVICE	VACATION LEAVE
6 months	5 Days
1	10 Days
5	15 Days
10	20 Days
15	25 Days

Notwithstanding M.G.L. c. 41, Section 111F, employees on injured leave more than three (3) months shall not be entitled to receive any vacation leave or vacation pay in lieu of such leave.

B. Employees shall be required to provide a minimum of twenty-four (24) hours' advance notice to take a day of vacation leave. The twenty-four (24) hour notice may be waived if the day off does not create an opening that requires replacement, or if the open shift can be filled on a voluntary basis. The assigned overtime list may be used if more than twenty-four (24) hours' notice is given.

C. Vacation Leave not taken in the fiscal year in which it is credited cannot be carried over into the next fiscal year. As an exception, employees who are injured in the line of duty may carry over for a period of six (6) months any vacation leave, which was accrued but unused as of the date of the injury.

Section 7. Use of Authorized Leave

A. There shall be no limit as to the number of employees eligible to use Vacation Leave, Holiday Leave of any kind, etc. during any given shift. Days off may be granted provided appropriate notice in accordance with this agreement is given and subject to the open shift being filled either voluntarily or with the use of the Assigned Overtime List. The Chief of Police retains reasonable discretion concerning the scheduling of such leave that cannot be filled through the above means.



## **ARTICLE XIII**

### **HOURS OF WORK AND OVERTIME**

Section 1. Scheduled Work Shift and Work Week. The regular hours of work for employees shall not exceed forty (40) hours in any one week; the workdays shall be eight (8) hours. All employees shall receive not less than two (2) consecutive days off weekly; days off weekly shall be fixed and assigned in accordance with present practice. The Town retains the right to assign a Police Officer to a fixed schedule working different shifts as per the past assignment of a Sergeant. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular starting and quitting time. Work schedules shall be posted in a manner agreeable to the Parties.

- A. The work shifts (tours of duty) of the day and two-night platoons are as follows:
  - 1. The First Shift is the Day Shift; and the hours of the Day Shift are from 7:00 AM to 3:00 PM and from 8:00 AM to 4:00 PM.
  - 2. The Second Shift is a Night Shift; the hours of the Second Shift are from 3:00 PM to 11:00 PM and from 4:00 PM to 12:00 AM.
  - 3. The Third Shift is a Night Shift; the hours of the Third Shift are from 11:00 PM to 7:00 AM and from 12:00 AM to 8:00 AM.
- B. In addition to the two night platoons the Chief of Police may establish from time to time a so-called "impact shift", the hours of which shall be either 6:00 PM to 2:00 AM or 7:00 PM to 3:00 AM. The purpose of this shift is to provide additional coverage during peak hours and days of criminal activity; accordingly, this shift shall not be established for the sole purpose of avoiding overtime.
- C. When the complement of available regular officers goes below the Chief of Police's standards due to the absence of an officer more than one (1) month, the Chief of Police at his/her discretion may post a shift change. The shift change shall be bid by seniority. Failing volunteers, the Chief of Police may assign the least senior employee from the shift deemed to have a relative excess of manpower.
- D. Effective July 1, 2001, a four (4) and two (2) work schedule will take effect for all Uniform Division employees assigned to Patrol. This schedule will consist of working four (4) consecutive days on followed by two (2) consecutive days off. Employees assigned to Court

Officer, Detectives, and School Resource Officer (SRO) will remain on a five (5) and two (2) work schedule, Monday through Friday. In the event the Town desires to include additional specialists in the five (5) and two (2) rotation, the parties agree to meet to discuss the additions. In recognition of the extra time off associated with the four (4) and two (2) work schedule for Patrol Division employees, the Court Officer, Detectives, and School Resource Officer (SRO) positions will be compensated with an additional seventeen (17) days off each year. These additional days, herein after known as Administrative Days Off (ADO), will be taken one (1) every three (3) weeks.

Section 2. 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, work week or hours of work, including service on an employee's scheduled day off, or during his/her vacation, and service performed prior to the scheduled starting time of his/her regular work shift or tour of duty, and service performed subsequent to the scheduled time for conclusion of his/her regular work shift or tour of duty and including court time as set forth in Article VI, shall be deemed overtime service and paid for as such. Overtime service shall not include:

- A. 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).
- B. Swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement. Such swapped tour(s) of duty or work shift(s) shall be allowed, provided however that twenty-four (24) hours' notice is given to the shift and the Sergeant or the Chief of Police and there is no cost to the Town, and the Town may monitor these agreements via a policy established by the Selectboard. It is understood that time off will be exchanged for time off; there will not be any monetary exchanges. In case of emergencies, the Chief of Police may waive the notice requirement. Officers seeking such "swaps" shall be responsible to the Town for coverage and any financial obligation arising out of the agreement between officers.

Employees in the rank of Sergeant will only be permitted to swap tours or shifts with other Sergeants.

Swapped tour(s) of duty by Officer(s) who are on the assigned overtime list shall be subject to having the swapped tour(s) of duty cancelled if there is a need to assign them an overtime shift.

C. A change in the schedule of an employee who is shifted from one work shift or tour of duty to another work shift or tour of duty for a period of fourteen (14) or more consecutive calendar days.

Section 3. Scheduling of Overtime. In emergencies or as the needs of the service require, regular police officers (patrol officers and sergeants) may be required to perform overtime work. All such employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all regular employees on an equitable and fair basis, according to the following guidelines:

Sergeant Tour of Duty: When a Sergeant takes a day off and no other Sergeant is assigned to the shift, the vacancy will be offered to other Sergeants and then to Lieutenants. If the Sergeant shift vacancy lowers the complement of officers below the minimum staffing level, the shift will be first offered to Sergeants and then to Lieutenants, failing volunteers, it shall then be offered to patrol officers.

Patrol Officer Tour of Duty: When a patrol officer takes a day off and the vacancy lowers the complement of officers below the minimum staffing level for that shift, and at least one Sergeant is present on the shift, the vacancy will first be offered to patrol officers and then to Sergeants.

Employees, other than those required to work beyond their normal work shift or tour of duty due to the exigencies of their workdays (such as late ambulance runs, an accident, etc.) shall have the option of declining offered overtime; but 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 regular police officers as are deemed necessary by the Town may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

A list of specific employees shall be created for the purposes of establishing an "Assigned Overtime List". The Assigned Overtime List shall consist of the eight (8) junior most patrol officers with the least seniority in the department, who are fulltime academy trained, have completed the FTO program, and started their first day of employment as a Bellingham Police Officer after the first day of July 2021, regardless of their assignment within the department. Academy time, employment in any other department within the town, or any police department in any other

town, shall not count as employment start times for the purposes of establishing and maintaining the list.

Section 4. Non-Avoidance of Overtime. The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.

Section 5. Method of Compensation for Overtime Service. 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 regular pay for each hour of overtime service, or fraction thereof, in increments of (1/2) one half hour. "Regular pay" shall include all stipends, shift differentials, education incentives, or any other regularly reoccurring payment. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service. Pay for overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or during vacation) and shall be remitted to employees within seven (7) days after the work in which such overtime service is performed.

Section 6. Recall. If an employee who has left his/her place of employment or last duty assignment after having completed work on his/her regular work shift or tour of duty, is assigned such shift or tour or is recalled to Police Headquarters or to any other place, and he/she reports there, or if an employee is so recalled on a scheduled day off or during his/her vacation, he/she shall be guaranteed a minimum of four (4) hours overtime recall pay therefore.

Section 7. Overtime Opportunity. If no regular, full-time employee accepts the offer to perform such overtime work, the Town may order a regular, full-time employee, starting with the Assigned Overtime List, to perform such service and the refusal of such employee to obey such order may be a subject of disciplinary action. In the event that no regular, full-time employee accepts the offer to perform such available overtime work, the Town reserves the right not to replace such an absence and the shift vacancy created thereby; such a failure to replace an absent employee shall not be a proper subject for a grievance for violation of Article XV.

Section 8. Lunch Relief. Employees required to work more than two (2) hours overtime in excess of the normal work shift or tour of duty shall receive a reasonable lunch relief during such overtime period.

**ARTICLE XIV**  
**SENIORITY**

Section 1. The seniority of patrol officers for all purposes shall include all continuous full-time service in the employ of the Town and its Police Department and shall begin on the employees first day of service with the Police Department, after completion of the Police Academy.

For employees appointed before the removal of the Department from Civil Service, The Civil Service definition of seniority shall continue to apply for the purposes of layoffs, demotions, and all other contractual purposes, subject to the articles of this agreement. The established seniority of current employees will remain in effect.

For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the employee's date of appointment in the Department. Employees appointed on the same day will have their respective seniority established by the Chief of Police.

Section 2. The seniority of sergeant employees shall date from the time of their promotion as sergeant. These sergeant employees so appointed on the same day shall have their relative seniority with regard to each other determined on the basis of their length of service with the Police Department.

Section 3. Employees, within ranks, shall have the option of bidding for shift assignments on the basis of seniority. Employees with more seniority shall have preference over employees with less seniority. If an employee's picked shift assignment is covered, he/she shall be given the shift assignment if his/her seniority entitles him/her to it. All employees, on or before July 1, shall make a seniority pick for shift assignment, which pick shall be posted in the Police Station. This pick shall be in force for a period of one (1) year. At the end of one (1) such year period, and yearly thereafter, there shall be a new pick, and posting thereof. Within each one (1) year period, as a shift opening occurs, it shall be filled by employees, within ranks, in accordance with their seniority.

Section 4. If in the opinion of the Chief of Police, an employee should not be assigned to his/her picked shift and the Chief of Police proposes to reassign another employee, he/she shall first notify the Union of his/her intention and the reasons for the proposed change. If there is objection by the Union or the employee to the reassignment, such objection may be made subject of a grievance, which may be filed at STEP 2 of the Grievance and Arbitration Procedure and shall thereupon be resolved pursuant to the procedures set forth in Article VIII of this Agreement.

Section 5. The Seniority List for employees covered by the terms and conditions of this Agreement shall be posted on the Admin Board located in the squad room in the Police Station. Said Seniority List also includes for historical purposes, the managerial positions and civilian positions also employed by the Police Department and in the service of the Town, however these managerial and civilian positions are not covered by the terms and provisions of this Agreement.

**ARTICLE XV**  
**SAFETY/MINIMUM STAFFING**

Section 1. Both parties to this agreement shall cooperate in the enforcement of safety rules and regulations. Grievances with respect to unsafe or unhealthy working conditions shall be brought to the attention of the employee's superior officer or the Chief of Police and shall be a subject of grievance hereunder.

Section 2. The Town and the Union shall establish a joint Safety Committee consisting of not more than three (3) representatives of each for the purposes of protecting and encouraging sound safety practices and rules.

Section 3. The parties recognize that the safety of employees is enhanced by maximum assignment of on-duty employees to patrol purposes. Patrol purposes shall be the normal duties of a patrol officer. Patrol purposes shall not include employees assigned, pursuant to management prerogatives, to administrative positions, investigating functions, or School Resource Officers.

The Chief of Police and the Union Executive Board shall meet at least annually for the purpose of evaluating the latest needs of the Town and the Agency to establish the minimum staffing levels. The minimum staffing levels shall be established, keeping the safety of Officers assigned to each given shift a priority. Minimum staffing shall not be established or modified in a manner to avoid overtime. The minimum staffing levels will not be altered midyear, unless by agreement of the Chief and the Union. The Chief of Police retains the right to increase minimum staffing levels at their discretion to suit operational needs. The minimum staffing level will be issued through a general order following any modifications.

Section 4. The minimum staffing provisions of this contract shall not be construed to require the recall of an off-duty officer whereas another on-duty officer is temporarily unavailable for patrol purposes due to another police assignment. Temporary unavailability under this provision shall

mean any assignment, which in good faith is expected to require the officer's absence from the shift for less than one (1) hour.

Section 5. On any shift for which the Town fails to meet the minimums established under this Article, officers assigned to said shift shall be compensated at their overtime rate. However, overtime shall only be paid in the event the Town orders shifts below established minimums and not in the event minimums are not met due to the inability of the "officer in charge" to fill open shifts.

## **ARTICLE XVI**

### **MISCELLANEOUS**

Section 1. Bulletin Board. Space will be provided at place of assembly of the employees within the Police Station for a Union bulletin board of reasonable size, to be supplied by the Union, for the posting of announcements of other materials relating to the Union business.

Section 2. Liability Insurance. The Town shall continue to provide each employee insurance coverage for false arrest and, all other coverage, of not less than \$50,000 each person, \$100,000 each incident and \$300,000 in the aggregate, as now provided in a Police Professional Liability Insurance policy with such limits, issued by the International Union of Chiefs of Police.

Section 3. Conflicting Rules, Regulations, or Orders. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Chief of Police or the Town.

Section 4. Supersedence. In the event any statute(s), by-law(s), order(s), or resolution(s) relating to or affecting employees provide or set forth benefits or terms more than or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), by-law(s), order(s), or resolution(s) to the extent not forbidden by law, shall prevail except as otherwise provided in this Agreement. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), by-law(s), order(s), or resolution(s), the provisions of this Agreement shall prevail.

Section 5. Invalidity. Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction (and of last resort), or if compliance with

or enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 6. Training and Administration. All sergeants will be required to attend one (1) administrative meeting with the Chief of Police weekly, not to exceed one (1) hour. All other employees will be required to attend one (1) administrative meeting per month, not to exceed one (1) hour. Administrative meetings will normally be held during or at the time of shift changes, on regularly scheduled workdays. Attendance at such meetings shall be mandatory, if employees are not on injured, sick, or vacation leave, unless otherwise excused by the Chief of Police, and employees in all ranks shall not be compensated for such attendance. Notwithstanding the provisions of Article XIII, Section 5 of this Agreement, employees required to attend training sessions by the Chief of Police on an overtime service basis shall be compensated at a rate of time and one-half his/her straight-time hourly rate, or with a training day in lieu of compensation. If the training time amounts to six (6) or more hours. The training day off will be considered a day/shift for a day/shift. If the training time amounts to less than six (6) hours they will be compensated at time and one-half his/her straight-time hourly rate for the training. The Chief of Police reserves the right to schedule employees to attend annual in-service training in lieu of their regularly scheduled shift. This scheduled annual training will be considered a day/shift for a day/shift. Attendance at such training sessions shall be mandatory if employees are not on injured, sick, or vacation leave, unless otherwise excused by the Chief of Police.

Section 7. Field Training Program. The Parties agree that the FTO program will be governed by the mutually agreed upon language of the FTO Policy. The FTO Program will apply to all newly hired officers. Members will not be eligible for overtime shifts until successful completion of the FTO Program.

Section 8. Indemnification. The employer shall assume full responsibility for all personal injuries and property damage sustained by the operators of the Department's equipment while on duty and the Employer shall obtain adequate casualty insurance to afford the employees such protection wherever possible. The Employer shall assume and pay all medical expenses for any injuries sustained by the employee while performing in the line of duty, which are not covered by other insurance. The indemnification described above shall protect each employee in the line of duty as well as each employee who is off duty but who responds to the call of duty.



Section 9. Past Practice. Any benefit, privilege or working condition, existing at the time of ratification of this Agreement, which has existed with the full knowledge of both parties, has occurred with sufficient regularity as to be other than as isolated incident or oversight and has been accepted and agreed to by both parties, shall be considered a “past practice”. If the Employer seeks to eliminate or effect a substantive change in such benefit, privilege or working condition, even though it is not covered by any specific provision of this Agreement, the parties agree to meet and discuss such change before it becomes effective.

Section 10. Performance Management Program. The parties agree to the Performance Management Program evaluations attached (Appendix F) to the Agreement effective January, 1, 2023. This program shall not be used for disciplinary purposes.

Section 12. Layoff and Recall.

- A. Employees appointed prior to the Town’s revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. s. 31 governing such matters and any appeal rights shall continue to apply.
- B. For employees appointed after the removal of the Department from Civil Service, the term “layoff” means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any case a five (5) days’ advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee’s last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of the mailing of the recall notice of his or her intention to return to the Police Department. Any person refusing or failing to exercise such recall opportunity within the fourteen (14) calendar day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may

be waived with the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo physical and psychological examinations, physical abilities test, or such other examinations or investigations and the Chief of Police deems necessary and appropriate. If, based on the results of such examinations and investigations, the Chief of Police rescinds the offer of recall he shall provide the employee with a written statement of his reasons for the rescission. This rescission may be the subject to the grievance and arbitration provisions of this agreement.

Laid off employees will be responsible for maintaining and required licenses or certifications, provided that the laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid-off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees who attend such Town-sponsored training sessions and/ or courses, shall as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

Section 13. Promotions. The Parties acknowledge that upon revocation of the Civil Service statute the promotions process will be governed by the department promotions policy.

Section 14. Accreditation, Body Worn Camera, and Automatic Vehicle Location. The Town and Union agree that the future implementation of accreditation policies, along with body-worn cameras and automatic vehicle location (AVL) systems, can significantly enhance officer safety, reduce complaints, and improve overall operational efficiency. These technologies are designed not only to safeguard officers but also to promote transparency, accountability, and effective public service.

AVL technology is recognized as an effective tool for ensuring officer safety, public safety, operational efficiency, and supporting investigations. The Union acknowledges and agrees that the Town has fulfilled its bargaining obligations regarding the use of GPS in current and future equipment, vehicles, and technology. The parties agree that AVL data may be utilized for various purposes, including officer safety, operational efficiency, police operations, incident response, dispatching, complaint resolution, investigations, strategic planning, and the deployment of personnel. However, with the exception of employees on Early Intervention Plans ("EIP") or those

who have been previously counseled or disciplined regarding specific performance issues in which AVL data could provide useful information related to the offense in question, the parties agree that GPS will not be used for the active monitoring of employee performance. In cases where an employee is the subject of a complaint or internal investigation, and AVL data has been used as part of that investigation, the employee shall be provided the opportunity to review the AVL data prior to being required to write a report or respond to questions about their conduct. This process ensures the employee is fully informed and can provide context or clarification regarding the AVL data that has been utilized in the investigation.

## **ARTICLE XVII**

### **PROBATIONARY PERIOD AND JUST CAUSE**

Section 1. Each new employee and each employee rehired after a break in seniority shall be considered as a probationary employee until he/she shall have completed twelve (12) consecutive months of active employment. Probationary employees shall not have seniority and may be disciplined, discharged, or otherwise terminated in the discretion of the Town and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. No employee shall be discharged, suspended, or disciplined except for just cause.

Section 3. In the event a grievance involving suspension, dismissal, removal, or termination is brought to arbitration as hereinbefore provided, it shall be the exclusive procedure for resolving such grievance, notwithstanding any contrary provision of M.G.L. c. 31, Sections 42 and 43.

Section 4. Employees appointed prior to the removal of the Town from Civil Service shall retain their right to appeal discipline imposed under M.G.L. c. 31, s. 41 to the Civil Service Commission. After the revocation of the Civil Service statute, the Town and the Union agree that the "just cause" standard under M.G.L. c. 31, s. 41 and the procedures applicable under this section, as interpreted by the Civil Service Commission and the Commonwealth's appellate courts, shall continue in effect for employees who have completed a probationary period of one (1) year performing the full duties of a sworn police officer. After the appointing authority makes a decision on a disciplinary action under s. 41 (whether it is his/her action, or a decision appeal of a departmental suspension), the Union, but not an individual employee, will have thirty (30) days to invoke arbitration by notifying the Town Administrator in writing and specifying in said notice the basis of appeal. Within ten (10) days after receipt of said notice, the Union shall file Demand for

Arbitration with the American Arbitration Association. The Arbitrator shall apply the same “just cause” standard set forth in M.G.L. c. 31, s. 41 and remedial provisions under M.G.L. c. 31, s. 44, consistent with appellate cases applying that standard and those provisions. Judicial review of arbitrator’s award shall be pursuant to M.G.L. c. 31, s. 44.

**ARTICLE XVIII**  
**INJURED LEAVE**

Section 1. Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c. 41, Section 100 or related applicable Sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- A. Provide affirmative evidence of compliance with each required element set forth in such statutes;
- B. Notify the Police Chief or his/her designee of any change in medical condition, including, but not limited to, any hospitalization; and,
- C. Provide, and release in writing, all relevant medical evidence and documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed.

This section shall also apply in situations where the officer is claiming compensation under the sick leave provisions of this Agreement, or where the Employer refers the employee for an examination to determine fitness for duty. The Employer shall bear the cost of such examinations.

Section 2. Notwithstanding the provisions of Article IX, Section 4, employees regularly scheduled to perform work on the night shift shall not receive night shift differential after thirty (30) days on injured leave.

Section 3. Notwithstanding the provisions of Article VI, Court Time, an employee who has been on injured leave for more than thirty (30) days who is able to testify shall do so without compensation in addition to his regular weekly pay under M.G.L. c. 41, Section 111F.

Section 4. Notwithstanding any provision of Article VII, Holidays, an employee who has been on injured leave for more than thirty (30) days shall not receive the benefits of that Article.

Section 5. Notwithstanding Article XII, Section 5 (Sick Leave) and Article XII, Section 6 Vacation Leave, an employee shall cease accruing sick leave and vacation leave after three (3) months on injured leave.

Section 6. An employee who is totally incapacitated for duty because of a physical injury sustained in the performance of duties shall be granted leave without loss of pay for the period of such incapacity, provided that the proximate cause of such injury is not his or her gross negligence. In cases of gross negligence (or higher degree of fault), the employee shall be eligible to use available accumulated sick leave.

Section 7. As a condition of continued eligibility for injured leave, an employee is expected to take all reasonable steps to hasten his/her return to duty status, including:

- A. Avoiding unreasonable work or leisure activities (knowingly undertaken) which might jeopardize or slow his/her recovery; and
- B. Adhering to all reasonably prescribed treatments and therapies, subject to the employee's right to refuse any surgery or other invasive procedure.

Section 8. Light/Limited Duty.

- A. The Bellingham Police Department will provide light/limited duty to all Police Officers who become injured but are not totally incapacitated, whether on or off duty.
- B. A Police Officer performing light/limited duty shall not wear a uniform so as not to be called upon by the public to perform a hazardous police duty that may jeopardize his/her injury.
- C. If the injury is for less than 30 days duration, the Police Officer will stay on his/her picked shift after which he/she will be assigned by the Chief to a shift, which will increase the effectiveness of the Police Department.
- D. A Police Officer on light/limited duty shall not be eligible for overtime shifts (patrol) or details. A Police Officer on light/limited duty shall not be counted as part of minimum staffing.
- E. The areas that are considered light/limited duty are as follows:
  - 1) Maintain and update police records and be a report review officer.
  - 2) Attend and help coordinate training.
  - 3) Assist officers in writing reports.

- 4) Assist court officer and detectives with records and reports.
  - 5) Assist the dispatcher during peak hours or when needed.
  - 6) All other duties that a police officer will encounter, except patrolling or any duty that places the officer in a hazardous situation that may jeopardize his/her injury.
- F. A Police Officer not complying with the light/limited duty provision may forfeit compensation during the period he/she was in violation.
- G. Light/limited duty shall not be assigned until there is a medical determination of fitness for such duty. Both the Town and the employee are entitled to obtain such a determination. In the event there are conflicting medical opinions concerning the employee's fitness to perform light/limited duty, a third physician, selected by the Town and the employee, shall examine the employee, and determine whether the employee is capable (or, if not, when he/she is likely to be capable) of performing such duty. A third physician's determination shall be binding on the employee, the Union, and the Town.
- H. The cost of physicians under this provision shall be borne as follows:
1. If the incapacity is acknowledged or determined to be job related, the Town shall bear the expense of its physician and the employee's physician, and the third physician's expense shall be shared equally.
  2. If this incapacity is acknowledged or determined not to be job-related, each party shall bear the cost of its own physician, and the third physician's expense shall be shared equally.

**ARTICLE XIX**

**DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective from July 1, 2025, through June 30, 2028.

Section 2. If a successor agreement has not been negotiated by June 30, 2028, this Agreement shall remain in full force and effect until such a successor agreement is negotiated and executed.

Section 3. Negotiations for a successor agreement shall begin after reasonable notice by either party to the other of its desire to negotiate but in no event later than December 1, 2027.

Section 4. If no agreement is reached either party has the right to demand voluntary binding arbitration, to the extent applicable.

Witness of hands this, \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BELLINGHAM POLICE ASSOCIATION**

**TOWN OF BELLINGHAM**

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**EXHIBIT A**

**HOURLY RATE OF PAY 2025-2028**

DAY RATE	STEP 1	STEP 2	STEP 3	STEP 4	NIGHT RATE	STEP 1	STEP 2	STEP 3	STEP 4
July 1, 2025 3% POLICE OFFICER SERGEANT					July 1, 2025 3% POLICE OFFICER SERGEANT				
	\$30.79 \$45.03	\$34.34 \$46.83	\$38.49 \$48.70	\$40.03		\$32.63 \$47.73	\$36.40 \$49.64	\$40.80 \$51.63	\$42.43
DAY RATE	STEP 1	STEP 2	STEP 3	STEP 4	NIGHT RATE	STEP 1	STEP 2	STEP 3	STEP 4
July 1, 2026 3%* POLICE OFFICER SERGEANT					July 1, 2026 3%* POLICE OFFICER SERGEANT				
	\$32.02 \$46.83	\$35.71 \$48.70	\$40.03 \$50.65	\$41.63		\$33.94 \$49.64	\$37.86 \$51.63	\$42.43 \$53.69	\$44.12
DAY RATE	STEP 1	STEP 2	STEP 3	STEP 4	NIGHT RATE	STEP 1	STEP 2	STEP 3	STEP 4
July 1, 2027 3% POLICE OFFICER SERGEANT					July 1, 2027 3% POLICE OFFICER SERGEANT				
	\$32.98 \$48.24	\$36.79 \$50.16	\$41.23 \$52.17	\$42.88		\$34.96 \$51.13	\$38.99 \$53.17	\$43.71 \$55.30	\$45.45

\*3% COLA PLUS 1% ACROSS THE BOARD FOR ACCREDITATION, BWC AND AVL LANGUAGE IN ARTICLE XVI SECTION 14

STEP ADVANCEMENT:

<b>STEP 1</b> 1st to 12th Month of Service in grade	<b>STEP 3 PATROL</b> 25th to 60th Month of Service in grade
<b>STEP 2</b> 13th to 24th Month of Service in grade	<b>STEP 3 SGT / STEP 4 PATROL</b> Upon Completion of 60 Months of Service in grade



## **APPENDIX C**

### **REGULATIONS PERTAINING TO CANINE ASSIGNMENTS**

**Section 1.** Canine Officers are appointed by the Chief, subject to the Chief's discretion as to the number of Canine Officers required and their qualifications. All Canine Officers so assigned shall be subject to the provisions of this Article. Notwithstanding any other provision of this agreement, Canine Officers may be assigned to such duties and shifts as the Chief directs and may be removed from the assignment at the Chief's discretion.

**Section 2.** Canine Officers volunteer for the Canine Officer assignment, and the opportunity to work with a canine partner is a privilege that carries with it many benefits for persons who would seek this type of assignment. Canine Officers have opportunities to reinforce the training of their canine partners in the course of their regular duties, and they are encouraged to coordinate with their supervisors to do so.

**Section 3.** Canine Officers are expected to spend time away from work caring for their canine partners. The Town will compensate the Canine Officer for dog care time as follows:

- a. "Dog care time", for the purposes of this agreement, refers to off-duty time spent by the Canine Officer:
  - i. *With the dog*, engaged in feeding, bathing, exercising, grooming, training (other than training specified in Section 4 of this Article), medicating, taking the dog to the veterinarian, and similar activities; and
  - ii. *With or without the dog*, performing tasks associated with dog care, such as setting up runs, cleaning kennels, and purchasing supplies.
- b. On days when the Canine Officer is working his/her regular duty shift, the Canine Officer will be allowed to leave the shift 60 minutes early (or start 60 minutes late, as determined by the Department), but be compensated for the entire shift.
- c. On days off, the Canine Officer will be compensated for 60 minutes for each otherwise uncompensated non-duty day that the dog is with him or her. The time will be considered time worked for the purposes of the overtime requirements of the Fair Labor Standards Act, to the extent it applies. This amount will not be paid when the Canine Officer is on paid leave. The Canine Officer is required to log and report to the Chief, or his designee, all days off that he/she does not have the dog in his/her possession.

**Section 4.** The parties agree that the compensation set forth in these regulations is sufficient to compensate the Canine Officer for all activities associated with the care of the dog under the Fair Labor Standards Act, and any other applicable law. If additional time is required for dog care, the Canine Officer must request such time in advance from the appropriate supervisor. Any such additional time will be compensated at a rate determined by the Chief, which shall not be less than the federal minimum wage then in effect. All dog care time will be counted as time worked for the purposes of meeting the FLSA overtime threshold of 171 hours in a 28-day cycle.

**Section 5.** Canine Officers will be responsible for obtaining the necessary formal training, and, if applicable, certifications, for themselves and their canine partners. Such training will be compensated by the Town as regular duty time. Canine Officers must request training in advance from the appropriate supervisor and will be reassigned during the period of training so that training will occur as part of the Canine Officer's regular duties, as opposed to overtime. Training may be accomplished on overtime only with the

pre-approval of the Police Chief. The training specified in this paragraph refers to formal training by a qualified, Department approved, school for canine police officers, or at the Department's option, a qualified individual trainer.

Section 6. Canine Officers will be compensated in accordance with other applicable provisions of the Collective Bargaining Agreement when assigned to special events such as canine demonstrations, or DARE events, or when called in during off-duty time to perform canine police services requested by the Department.

Section 7. The Department will pay for reasonable, verified expenses for veterinary care and food for the animal. Other expenses must be approved by the Department in advance of being incurred and may include training equipment, kenneling and other expenses reasonably related to the canine program. The Chief shall determine as to a particular expense whether the Department will reimburse the Officer or pay the expense directly to the vendor.

Section 8. As a condition of being assigned to Canine Officer, a prospective Canine Officer must sign an individual agreement incorporating the provisions of these regulations.

Section 9. If the Canine Officer is assigned a Department vehicle for transportation of the animal, such vehicle may not be used for private detail assignments, or other non-work related purposes, without the advance permission of the Chief or his designee.

BELLINGHAM POLICE ASSOCIATION

TOWN OF BELLINGHAM

By \_\_\_\_\_

Antonio F. Carniero, BPA President

Date: 2/26/2004

By \_\_\_\_\_

Gerard L. Daigle, Jr. Chief of Police

Date: 2/26/2004