

**AGREEMENT**

**BETWEEN**

**THE CITY OF METHUEN**

**AND**

**METHUEN POLICE SUPERIOR OFFICER'S ASSOCIATION  
N.E.P.B.A  
LOCAL 17**

**EFFECTIVE JULY 1ST, 2017**

**EXPIRING JUNE 30TH, 2020**

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## **PREAMBLE**

**THIS AGREEMENT** entered into pursuant to Chapter 1078 of the Acts of 1973, General Laws, Chapter I 50 E, by and between the City of Methuen (hereinafter referred to as the "City") and the Methuen Police Superior Officers Association, New England Police Benevolent Association, Local 17 (hereinafter referred to as the "Union") has, as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I-RECOGNITION**

**Section 1** The City hereby recognizes the Union as the exclusive representative and bargaining agent for all captains, lieutenants, sergeants, and temporary or acting captains, lieutenants, and sergeants excluding members of the intermittent and auxiliary police.

**Section 2** Nothing contained in this Agreement shall be construed so as to require the City or employees to violate any applicable law.

**Section 3** If any provision of this Article is invalid under the law of Massachusetts such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal recourse.

## **ARTICLE II- PAYROLL DEDUCTION OF UNION DUES**

**Section 1** The employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said union all such deductions taken from the 1<sup>st</sup> payroll period of each month and remit to the union by the 2<sup>nd</sup> payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which applicable law prohibits. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the union to pay such dues in advance.

**Section 2** The Union agrees to indemnify the City for damages or costs in complying with this Article. No Request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General laws, Chapter

150E, Section 12 or so long as an employee demand for rebate of part of the service payment remains in dispute.

### **ARTICLE III-PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

**Section 1** Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said Agency service fee shall be deducted monthly.

**Section 2** The Union agrees to indemnify the City for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

### **ARTICLE IV- MANAGEMENT RIGHTS**

It shall be the function of the Police Chief to determine the mission of the Police Department of the City, set standards of services to be offered to the public, and exercise control over the Police Department's organization and operations. It shall be the right of the Police Chief to direct the employees, and take disciplinary action against any employee for cause. The Police Chief retains the right to determine methods and means and personnel by which the Police Department's operations are to be conducted so long as said means, methods and rules governing said personnel do not violate any provision of this Agreement.

This Article shall not be construed as to preclude any employee covered by this Agreement from grieving over any decision made by the City concerning wages, hours or conditions of employment where said decision violates any provisions of this Agreement.

### **ARTICLE V-NON-DISCRIMINATION**

**Section 1** In accordance with applicable law, the City and Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy, sexual orientation, gender identity or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee opportunities because of race, color, religion, sex, national origin, pregnancy,

sexual orientation, gender identity or age.

**Section 2** The City and the Union agree that there will be no discrimination by the City or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

**Section 3** In accordance with Section 504 of the Rehabilitation Act of 1983 and 31 U.S.C. 6702 et seq., the City and Union agree to not unfairly discriminate against any handicapped person. Most specifically, the City and the Union agree that this contract is in no way, nor should be interpreted in any way, as having the effect of discriminating against any qualified handicapped person in terms of employment opportunity, salary or equal treatment, for the purposes of contractually benefits, including fringe benefits; nor is this contract to be interpreted in any way as having the effect of defeating or substantially impairing the accomplishments of the objectives of Section 504 as mentioned above.

**Section 4** The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply to male and female employees.

## **ARTICLE VI- RIGHTS AND PRIVILEGES**

All rights and benefits in existence on execution of this Agreement, except as may be altered or modified by the provisions hereof, shall continue in effect during the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by ordinance or by law to the extent permitted by General Laws, Chapter 150E.

## **ARTICLE VII- VACATION**

**Section 1** All officers shall be granted vacation leave as follows:

One-year permanent full-time employment: Ten (10) working days' vacation.

Five years' permanent full-time employment: Fifteen (15) working days' vacation.

Ten years' permanent full-time employment: Twenty (20) working days' vacation.

Fifteen years' permanent full-time employment: Twenty-five (25) working days' vacation.

Twenty years' permanent full-time employment: Thirty (30) working days' vacation.

For purposes of establishing the number of years of permanent full-time employment,

prior years of service to the city in a full time capacity in any department shall be added into the calculation. Further for all members who are serving as superior officers as of July 1, 2007 other non-Methuen full-time law enforcement service not counting military service shall be added into the calculation. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing within the department.

In those instances where it is necessary to implement vacation leaves by allowing days off in advance, the employee will make up such hours by arrangement with the Chief of the Department.

**Section 2** Vacations shall be granted according to the seniority provisions of this Agreement.

The vacation dates shall be determined on or before May 1st of each year, in order to preserve seniority, and posted in the Police Station. In approving vacation schedules, the Chief will make every effort to allow a summer vacation for those employees desirous of same. Not more than one superior officer may be on vacation from each Patrol Platoon or a specialty division at the same time without the Chiefs approval.

**Section 3** In order to promote the health and safety of the employees, at least one week of vacation must be taken per fiscal year, any vacation hours earned or accrued for the present fiscal year or for any previous or subsequent years may be sold back to the City at the option of the Chief for the full rate of pay for the position and step regularly held as of the date of said buy-back; and provided further that hereinafter, vacation carry forward of up to two weeks may be permitted in the discretion of the Mayor and upon the recommendation of the Chief of Police. Notwithstanding the foregoing, the Chief or his designee retains the right to approve or disapprove the use of single vacation days in excess of five requested during the course of the year.

**Section 4** Notwithstanding the above, an officer shall not be entitled to accrue any vacation leave during the time that he is on injured line of duty leave under Chapter 41, Section III F, M.G.L. As used herein the term "day" shall mean eight hours.

For the purposes of computing the same, an officer shall not be entitled to the accrual of one vacation day for every thirty consecutive days that he shall Be on injured line of duty leave; but shall be entitled to an accrual for all periods less than thirty days in a cycle.

The loss of accrual shall be broken down as follows: For individuals entitled to two or three weeks' vacation, a loss of one accrual day of vacation; for individuals entitled to four or five weeks' vacation, the loss of two accrual days of vacation.

The thirty day cycle, in example, is expressed as follows: thirty consecutive days on I.L.D., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; forty-five consecutive days on I.L.D., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; sixty consecutive days on LL.D., loss of accrual time equal to two days for a two or three week vacation entitlement, or, four days for a four or five week vacation entitlement; etc.

Any individual who is out on injured line of duty leave shall no longer accrue vacation leave in accordance with this section.

**Section 5** Superior Officers reaching 20 years of service or more may elect for the City to buy back up to two weeks of earned vacation time, to include education incentive, such time being calculated into a supervisor's annual pay and is pensionable if accepted by P.E.R.A.C.

**Section 6** Prior years of Full time permanent sworn police officer service, regardless of the agency, or prior correctional officer service or United States military service who have attended and completed a Massachusetts Criminal Justice accepted academy, up to the maximum of ten years shall be computed in calculating the number of vacation days granted to the officer. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing on the Methuen Police Department.

**Section 7** Vacation carry forward of up to two weeks may be permitted at the discretion of the Mayor and upon the recommendation of the Chief of Police.

## **ARTICLE VIII- RULES AND REGULATIONS**

The rules and regulations of the Police Department of the City of Methuen are hereby recognized by the City of Methuen and by the Union as the basic rules by which the department shall operate. The Police Chief further agrees that if, at any time after the signing of this Agreement, he should change or modify or amend any of the rules heretofore in existence, and if, in the opinion of the Police Chief, said change affects the health and safety of any member of the Police Department of the City of Methuen, then the said Police Chief shall, prior to the implementation of said rule, give to the Union a seven (7) day notice, in writing, of the proposed change or amendment; if the Union thereafter feels aggrieved by this rule change and submits the matter to grievance procedure as set forth in this Agreement, then the Police chief hereby agrees that he shall stay the operation of the proposed rule change until such time as the grievance procedure is completed.

If the Police Chief, at any time after the signing of this Agreement, elects to change, modify or amend any of the rules and regulations of the Police Department of the City of Methuen, and, after promulgation of said change, the Union, in its opinion, feels that said change, modification or amendment affects the health and safety of any member of the Police

Department of the City of Methuen and shall, within ten (10) days thereafter, elect to submit the matter to grievance, then the Police Chief hereby agrees that he shall stay the operation of said change, modification or amendment of the rule so promulgated.

During the term of this Agreement, the Police Chief may attempt to revise and update the Department Rules and Regulations. Said revisions and updating shall be discussed with the President and two other members of the Union as established in Article XXVII of this Agreement.

The Chief of Police may further enact policies and procedures for the Department. The Police Chief shall provide a copy of said policy or procedure to the Union ten (10) days prior to implementation for their comment. However, nothing herein shall be interpreted as granting a right to the Union to grieve, arbitrate, or in any way interfere with the plenary authority of the Chief to promulgate, change, modify, suspend or revoke any policy or procedure.

#### **ARTICLE IX-A-SENIORITY**

Seniority shall be measured from date of full-time permanent Civil Service appointment, unless otherwise specified by this Agreement.

The date of promotion of the aforementioned ranks shall be the basis of computation of seniority and, in the case of officers being appointed on the same date, seniority shall be computed as provided in Article IX-B hereof.

Breaks in continuous service, for purposes of computing seniority, shall be in accordance with Civil Service law and rules.

The provisions of Article IX-A and IX-B pertaining to seniority shall be observed at all times whenever possible, so long as there is no interference with the best interest of the City and efficiency of the Police Department.

#### **ARTICLE IX-B-SHIFTBIDDING**

**Section 1** Assignments to the various platoon shifts (I, II, III, and IV) shall be made for Lieutenants and Sergeants in accordance with this Article of the contract and shall be based, except as provided herein, according to seniority based upon Article IX- A hereof and also within rank. Shift bids shall be made on the basis of seniority in rank.

In the case where two or more officers have the same date of rank appointment, their order of seniority shall be determined by the order listed with Civil Service.

**Section 2.** Annual shift bids shall be accomplished in the following manner:

(a) The Chief of Police shall distribute/send to each member of the unit a bid form, in duplicate, whereby such member can list his preference for each shift. Said form shall be



distributed to each officer on or before October 15th of each year. The officer shall return the bid form no later than November 30th of each year to the Chief of Police. Any officer failing to return said bid form by said date shall be considered lowest in seniority for the purposes of this Article.

(b) The Chief of Police shall issue the assignments to shifts for the forthcoming year as provided herein based upon a seniority preference. Said list shall be posted in the departmental bulletin board on or before December 15th of each year. In addition, a copy of the list shall be given to the Union President. Said shift assignments shall become effective on the second Sunday in January of the succeeding year.

**Section 3.** Notwithstanding this Article, the Chief of Police retains full and complete authority as to the following areas:

(a) The Chief of Police retains authority to determine shift-manning levels and may change them when he feels the best interests of the department are served.

(b) The Chief of Police retains the right to veto a shift assignment as provided for in Section 4.

(c) The Chief of Police retains exclusive control over the appointment and removal of individuals as specialists.

The term "specialist", as used herein, shall mean the Commanders Bureaus and the Supervisor of such other specialties as may be designated by the Chief of Police.

(d) The Chief of Police retains exclusive control of assignment of superior officer's within each individual shift.

(e) The Chief of Police retains the right to transfer a superior officer from his shift, where necessary, for the good of the department; but the same shall not be done for harassment purposes. Further, a transfer under this provision may be arbitrated as provided for in this Article.

(f) Any shift opening after the second Sunday in January which occurs for any reason, including, but not limited to the Chief exercising his authority under Section 3(a), (c), (d), or (e) hereof shall follow the annual shift bid.

**Section 4**

The Chief of Police retains the right to veto a seniority shift bid

assignment of an individual if, in his opinion, the assignment of the officer to a particular shift would be detrimental to the department and such decision shall not be overturned by the arbitration panel, unless it is determined that it was based upon purely arbitrary and capricious reasons.

The Chief, upon executing a veto of the shift bid assignment, shall, on or before December 30th of the shift bid year, notify the officer of his reasons for exercising his veto and the shift that he is to be assigned to, in writing, and, a copy of the foregoing shall be simultaneously given to the Union President.

If the officer contests the shift bid veto of the Chief of Police, then he may file for an arbitration of said decision with the arbitration panel within seventy-two (72) hours of notice of such decision.

In the instance where a superior officer timely files an arbitration request, then the shift assignment contested, together with any resulting shift assignments, shall be stayed pending a determination of the arbitration panel as provided for in Section 5. Provided, however, that this section shall not be read to delete or impact the authority of the Chief as provided for in this contract, and, specifically, in the areas relating to shift bid and assignment as specified in Article IX-B thereof.

#### **Section 5**

There is hereby established a panel of arbitrators who shall hear matters pertaining to shift bid assignment vetoes. Said panel shall be composed of three (3) members, one of whom shall be chosen by the bargaining unit, one of whom shall be chosen by the Chief of Police, and the third member to be chosen by the other two arbitrators. Said panel shall have the authority to overturn the decision of the Chief if they find his action was based solely upon arbitrary and capricious reasons.

The members of the panel shall be chosen annually and shall serve for a period of one (1) year.

- (a) Hearings of the panel shall convene within seventy-two (72) hours of the filing of the arbitration petition.

The panel shall convene at a time and place convenient to the parties and shall grant each side the opportunity to address the panel. (Provided, however, that no briefs shall be submitted).

The panel shall render its decision, in writing, within seventy-two (72) hours of the hearing. Said decision shall be final and binding on the parties and not appealable to another forum.

- (b) The decision of the Chief shall remain effective, notwithstanding the filing of an arbitration petition, unless overturned by the panel.
- (c) The time limits as provided for herein, with the exception of

the filing of the arbitration petition, which shall be considered jurisdictional, are intended to provide time guides solely and shall not, if violated, render the arbitration decision invalid.

**Section 6** In the event that the panel overturns the Chief of Police, then and in that instance, the officer shall, for the balance of the year, be returned to the shift he initially chose. In the event that the panel overturns the Chief of Police, then the remaining shift assignments shall be filled in accordance with Article IX-B, Section I.

**Section 7** Nothing in this Article shall be construed as mitigating the Chief of Police's control and management prerogatives, unless specifically mentioned herein, and then, only to the extent mentioned. The right of shift bid and appeal are created and governed solely and exclusively herein and no other Article of this contract, be it general arbitration matters or grievance handling, shall be interpreted as a supplement to or replacement for this Article in the matter of shift assignments.

## **ARTICLE X- GRIEVANCE AND ARBITRATION**

**Section 1** Any dispute, grievance or difference which may arise between the parties during the term of this Agreement including the application, meaning or interpretation of, this Agreement, and which is not otherwise controlled by the laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the following procedure. This procedure, hereinafter called the grievance procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

**Section 2** The procedure is as follows:

**Step 1** The Union, through its President, or his designee, shall submit the grievance, in writing, to the Chief of Police within ten (10) days of the date of the events giving rise to the grievance. The grievance shall state the nature of the grievance. The chief shall answer the grievance within seven (7) days of its presentation and may arrange a meeting with representatives of the Union within that time period.

**Step 2** Within seven (7) days of the Chiefs answer or the date on which said answer is due, whichever first occurs, the grievance shall be submitted, in writing, to the Mayor. The Mayor may arrange to meet with representatives of the Union and shall answer the grievance within fourteen (14) days of its presentation.

**Step 3** If the grievance remains unresolved, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) days of the Mayor's answer or date on which said answer is due, whichever first occurs.

Submission to arbitration shall be accomplished by filing a demand for arbitration with the American Arbitration Association, with a copy to the Mayor.

**Section 3** The American Arbitration Association under its then existing rules of procedure shall conduct the arbitration. The cost of the arbitration hearing shall be borne equally by the City and the Union.

**Section 4** Notwithstanding any contrary provisions of this Agreement, the following shall not be subject to the grievance/arbitration provisions of this Agreement: Any matter, which is subject to the exclusive authority or control of the Chief under the General laws.

**Section 5** The decision of the arbitrator shall be final and binding on the parties, except that the arbitrator shall make no decision, which alters, amends, adds to or detracts from this Agreement.

**Section 6** A grievance involving the suspension, dismissal, removal or termination of an employee under Civil Service law and rules, may, in any instance, be subject to binding arbitration under mutual agreement of the parties and the election of the employee involved, in accordance with the provisions of Section 8 of the General laws, Chapter 150E. In any such proceeding, either under Civil Service law and rules or under the grievance and arbitration procedure, the Union reserves the right to represent employees covered by this Agreement.

#### **ARTICLE XI- EXTRA PAID DETAILS**

**Section 1** Paid detail assignments shall be made by the Chief or his designee, and no employee shall accept any such assignment unless the Chief or his designee makes it. Such assignments shall be offered to permanent full-time Officers first, then temporary full-time officers, retired police officers, reserves, intermittent officers, and finally outside mutual aid, in that descending order.

In order to insure an equitable distribution of extra paid details, the Chief or his designee shall post all such details and a record kept of all details accepted or refused. A detail refusal shall be treated as an acceptance and the number of hours credited against the refusing employee's name. Detail records shall be available for inspection on request of a Union representative at reasonable times and in the presence of the officer in charge.

No detail shall be assigned until the person or organization requesting services has agreed to pay the following hourly rates:

For each member of the Union, the hourly rate shall be set as follows:

- A. As of the execution of this agreement the extra paid detail rate shall; for City details be 120% of the patrolman's extra paid detail rate and for all other details be equivalent to the then current rank differential between police officers and sergeants when the superior officer is assigned to command a detail. The detail shall be payable at a minimum of four hour increments when the superior officer is assigned to command a detail, excepting for City details where it shall be payable at a minimum of four (4) hour increments, to a maximum total of eight (8) hours, and thereafter, the wage shall be earned on an hour-by-hour basis.
- B. As of the execution of this contract, when a superior officer is not commanding a detail, the extra paid detail rate, except as otherwise provided herein, shall be that rate set for police officers of the Methuen Police Patrolman's' Association, payable at a minimum of four (4) hour increments, to a maximum total of eight (8) hours, and, thereafter, extra paid detail wages are to be earned on an hour by hour basis for City details. For all other jobs the same shall be payable at a minimum of four (4) hour increments unless other arrangements are made with the person or organization and approved by the Union. Notwithstanding the foregoing, if the extra paid detail involves working between 12:00 midnight and 6:00 a.m. or any day or any time on Sunday or a holiday, the rate of pay shall be two times the extra paid detail rate.
- C. Notwithstanding the above, the hourly rate payable to a superior officer shall be, in the case of a labor strike, as follows: double times the maximum patrolmen's extra paid detail rate, payable at a minimum of four hour increments, except in the case where the superior officer is in charge of a detail, in which instance, the rate payable shall be equivalent to the current rank differential between patrolman and sergeant times the maximum patrolmen's extra paid detail rate for a labor strike, payable in four hour increments.
- D. Notwithstanding the foregoing, if the labor strike involves working between 12:00 midnight and 6:00 A.M., on any day, or anytime on a Sunday or Holiday, the rate of pay shall be two and one half times the extra paid detail rate contained in this sub-section.

The City agrees not to use or allow the use of flag men and they further agree that Methuen Police Officers shall be assigned to any activity including but not limited to construction, utility work or road openings that may impede traffic or pedestrians or in the

view of the Chief of Police are a danger to public safety, for what would be considered extra detail jobs.

**Section 2.** Assignments of superior officers to command extra paid details shall be made as follows:

- A. Whenever a detail of four or more patrolmen is established for one particular detail, then a superior officer shall be assigned to command that detail.
- B. Details of less than four patrolmen may be commanded by a superior officer at the discretion of the Chief of Police or his designee.

**Section 3.** The revolving account, as established in the F.Y. 86-88 contract, shall remain in full force and effect.

## **ARTICLE XII-HOLIDAYS**

All superior officers shall be paid for the following thirteen (13) holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Police Memorial Day	Christmas Day
Independence Day	

Employees must work their scheduled tour preceding and following the holiday in order to receive the holiday pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation, authorized injured in the line of duty leave, authorized bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen police Department medical certificate, such certificate to be paid for by the employee), and an authorized emergency day leave.

All holidays falling between July 1<sup>st</sup> and December 1<sup>st</sup> shall be paid on the second payday of November each year. All holidays falling between December 2<sup>nd</sup> and June 30<sup>th</sup> shall be paid on the last payday of June.

Effective July 1, 2018: Said holidays, including education incentive/Quinn Bill on holidays, will be computed and the amount of the 13 holidays will be divided by the number of weeks in the fiscal year and this amount will be added to the base pay of the individual ranks and shall for all purposes be considered base pay. Employees must work their scheduled tour preceding and following the holiday in order to receive that holiday's pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation, authorized injured in the line of duty leave, authorized

bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen police Department medical certificate, such certificate to be paid for by the employee), and an authorized emergency day leave. Any sick days that are determined unauthorized that are used preceding or following the holiday, shall be deducted from this calculation for the following fiscal year.

Upon execution of this agreement, individuals actually working on a holiday shall be paid at the rate of time and one-half.



**ARTICLE XIII- MAINTENANCE OF RECORDS OVERTIME, SICK LEAVE,  
AND COURT TIME**

The Chief of Police or his designee shall maintain a complete record of all overtime, sick leave, and court time. These records shall be available for inspection at reasonable times upon request of a proper representative of the Union, after a reasonable notice has been given and in the presence of the officer-in-charge.

Up-to-date records of accumulated sick leave, compensatory time, contractual time, and vacation leave shall be available to each Union member through a computer program. Should this program be unavailable, the Commander of Administrative Services, or his designee, shall furnish this information during his normal work hours.

**ARTICLE XIV- WORKWEEK**

**Section 1.** Tours of duty shall be established on the basis of a four (4) day on, two (2) day off schedule. There shall be four (4) Platoons within the field operations division:

- I. Platoon I, being a midnight shift;
2. Platoon II, being a day shift;
3. Platoon III, being an evening shift, and
4. Platoon IV, being a swing shift of two evening shifts followed by two day shifts.

Those employees on special assignment whose tours of duty differ from the four (4) regular shifts will receive their assignments and starting times from the Chief or his representative.

The regular work week for employees shall consist of not more than forty (40) hours; the workday shall not exceed eight (8) hours.

All employees shall receive one hundred twenty-one and one-third (121-1/3) days off annually and no less than two (2) consecutive days off weekly, in accordance with and characteristic of the four-and-two schedule, so-called.

Superior Officers working the administrative or five and two schedule will be compensated with twenty hours of contractual time every three months. The above mentioned three month periods will run from July 1st to Sept. 31st, October 1st to December 31st, January 1st to March 31st and April 1st to June 30th. Contractual time for any partial three month period will be pro-rated.

**Section 2** Notwithstanding the above, the Chief of Police, or his designee, may assign a superior officer to in service training. Officers so assigned, who are on the four-and-two schedule, shall receive days off as follows: the Sunday before and the Saturday after shall be his days off for that week. In addition to the foregoing, where the school assignment involved is in-service training, then there shall be an additional eight (8) hours of contractual time and eight (8) hours overtime.

**Section 3.** In the instance where a superior officer attends a specialized school of at least three (3) days or more or course of study or similar program at the direction of the Chief of Police, then, and for the purposes of associated time related to each attendance, discounting normal weekly pay, but including all other items such as travel time and study time, the City shall compensate said officer at a rate of eight (8) hours overtime per week and sixteen (16) hours contractual time per week of attendance.

Effective July 1, 2018, the City shall compensate said officer at a rate of twelve (12) hours overtime per week and sixteen (16) hours contractual time per week of attendance.

#### **ARTICLE XV- OVERTIME**

**Section 1** Any work performed in excess of the regularly scheduled hours of duty shall be compensated at the member's rate of time and one half.

**Section 2** It is understood and agreed between the parties that recall shall be paid on the basis of a minimum of four (4) hours.

Effective July 1, 2018: It is understood and agreed between the parties that recall shall be paid on the basis of a minimum of five (5) hours.

#### **ARTICLE XVI- COURT TIME**

Any off-duty superior officer shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the regular hourly rate of pay for his appearance in the District or Superior Court criminal sessions. Any superior officer working full-time shall receive a minimum of four (4) hours pay at one and one-half (1.5) times the regular hourly rate of pay for his/her appearance in the district or superior court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department. If the required court appearance is in the Salem or Newburyport Superior Court, criminal session, the superior officer shall receive a minimum of four (4) hours pay at one and one half (1.5) the regular hourly rate.

Effective July 1, 2018: Any off-duty superior officer shall receive a minimum of five (5) hours pay at one and one-half (1-1/2) times the regular hourly rate of pay for his appearance in the District or Superior Court criminal sessions. Any off-duty police superior officer shall receive a minimum of five (5) hours pay at one and one-half (1.5) times the regular hourly rate of pay for his/her appearance in the district or superior court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department. If the required court appearance is in the Salem or Newburyport Superior Court, criminal session, the superior officer shall receive a minimum of five (5) hours pay at one and one half (1.5) the regular hourly rate.

In lieu of payment, court time may be accumulated and taken in time off at the request of the superior officer, subject to the approval of the Chief of Police. Said compensatory time shall be earned at the rate of one and one-half (1-1/2) hours for each hour of court time so worked.

Superior officers shall be provided twelve (12) hours' notice of cancellation or postponement of a scheduled court appearance. Where the City has received such 12 hour notice and fails to provide same to the officer scheduled in court, said officer shall receive four (4) hours pay at time and one-half rate. Effective July 1, 2018, said officer shall receive five (5) hours pay at time and one-half rate.

Notwithstanding the above or any other contractual agreements, the total compensatory time hourly cap shall be established at forty hours. Thereafter, all compensatory time shall automatically be paid at one and one-half times the hourly rate. Those individuals presently over forty hours in compensatory time shall be frozen at their present amounts and required to take time and one-half until the same is reduced below the level of forty hours.

#### **ARTICLE XVI-A- SCHOOL SERVICE OFFICERS COMPENSATORY TIME**

The parties recognize that the unique situation of the school service officers severely

restricts their ability to utilize compensatory time during the school year. This article is therefore written to address this matter. School Service Officers compensatory time cap during the school year shall be one hundred hours. The school service officers shall be expected to utilize these hours during the school vacation periods to the extent that such usage is approved by the Chief or his designee. The school service officers shall utilize their time such that they do not exceed the forty-hour cap as of September first in any given year.

## **ARTICLE XVII-UNIFORMS**

**Section 1** Members covered by this agreement shall receive an annual clothing/uniform allowance of \$900.00. Effective July 1, 2018, Members shall receive an annual clothing/uniform allowance of \$1000.00. Effective July 1, 2019, Members shall receive an annual clothing allowance of \$1,200.00.

**Section 2** \$900.00 shall be paid to employees covered by this Agreement in each fiscal year to defer the cost of cleaning clothing required in the performance of their duties. Said allowance shall be incorporated into the sergeant's base pay and be considered base pay for all purposes. Effective July 1, 2018, members shall be paid \$1,000.00 in each fiscal year to be incorporated into the sergeant's base pay and be considered base pay for all purposes. Effective July 1, 2019, members shall be paid \$1,200.00 in each fiscal year, to be incorporated into the sergeant's base pay and be considered base pay for all purposes. Each employee shall be responsible for keeping his duty clothes in clean condition.

**Section 3** Effective July 1, 2018, any superior officer serving in a specialty unit will receive annually an additional \$600 clothing allowance.

## **ARTICLE XVIII-BEREAVEMENT LEAVE**

All superior officers shall be granted leave without loss of pay in the event of a death in the immediate family. Such leave shall be five (5) days, commencing with the day after death. For the purpose of this Article, the term "immediate family" shall mean and include the following: mother, father, sister, brother, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and stepchildren.

In addition to the above, a superior officer shall be allowed two (2) days off to attend the funeral of an aunt, uncle, first cousin, or grandparent-in-law, niece, nephew and the aforementioned relations as they are step-relations.

An additional two (2) days, up to a maximum of six (6) days, may be allowed at the discretion of the Chief where additional time is needed for travel purposes.

Members who are listed in the department records, as on bereavement leave shall not, during that day or any part thereof, work any overtime or extra paid detail assignment.

## **ARTICLE XIX- SICK LEAVE**

### **Section 1**

All superior officers will be granted fifteen (15) eight-hour days or 120 hours sick leave per year, and shall be allowed to accumulate a total of two hundred and sixty-five (265) eight hour days or 2,120 hours. Up to five days or 40 hours per year of that time may be used for the care of an immediate family member, which term is defined as a spouse, domestic partner, children, step-children, mother, father, mother-in-law, father-in-law, sister, brother, custodial grandchild or any other minor residing in the home of a superior officer but not in-laws otherwise.

In addition to the foregoing, and specifically relating to those members who would in any one year exceed the 265 day (2,120 hour) cap on accumulation of sick days, the municipality will pay annually, as of June 30th of each fiscal year, to that individual, an amount equal to one hundred Dollars (\$100.00) per eight-hour day for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

### **Section 2**

A superior officer shall furnish a Methuen Police Department Disability certificate to the Chief of Police if he has been on sick leave for more than three (3) consecutive days/(24 hours), the certificate to be furnished to the Chief of Police prior to the return of the officer to duty.

### **Section 3**

An employee who submits written notice of retirement to the Chief by April 15 of the fiscal year prior to the year which he/she intends to retire shall be paid for 35% of his/her accumulated sick leave. In the event of the employee's death, said payment shall be made to the employee's estate. It is further agreed that if the City offers an early retirement package or the employee, due to illness or injury, must retire prematurely, the notice period to collect sick buy back shall be waived. Beginning with the date hereof; an employee who Beginning with the date herof, an employee who submits said notice and elects not to retire shall no longer be eligible to receive 35% and shall receive 30% of his/her accumulated sick leave upon retirement. An employee who fails to give the required notice shall receive 30% of his/her accumulated sick leave upon retirement.

Any payments under this section shall not be considered compensation for purposes of computing an employee's retirement.

**Section 4** An officer shall not be entitled to accrue sick leave during the time when he is on injured line of duty leave under Chapter 41, Section 111F. The term "day" as used in this article means eight hours.

The provisions of this section shall be applied as follows:

- (a) For every thirty consecutive days on injured line of duty status, the officer shall not accrue one sick day.
- (b) In addition for every one hundred twenty consecutive days on injured line of duty status, the officer shall not accrue one day of sick leave from the end-of-year entitlement.
- (c) Any period less than thirty consecutive days shall, however, not result in the loss of sick day accrual. (E.g., fifteen consecutive days on LL.D. -no loss of sick day accrual; thirty consecutive days on LL.D. - one sick leave accrual day lost; forty-five consecutive days on LL.D. -one sick leave accrual day lost; sixty consecutive days on LL.D. -two sick leave accrual days lost; etc.).

**Section 5** An employee who is out sick regardless of providing a Disability Certificate shall not be eligible to work overtime or details for 48 hours after their return to duty, exclusive of authorized court time, mandatory overtime or the use of one of the five "family sick days. This provision shall become effective upon the completion of a departmental policy and procedure.

## **ARTICLE XX - MILITARY LEAVE**

Military leave, which is required for the employees covered under this contract, shall be in accordance with the General Laws of the Commonwealth of Massachusetts and Section 6-16 of the Personnel Ordinance.

## **ARTICLE XXI - UNION BUSINESS LEAVE**

A. All superior officers covered by this Agreement who are members of the Union's Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a contract provided said time is approved in advance by the Chief of the Department.

B. Not more than two (2) members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union, for the purpose of processing grievances, when such activity takes place at a time during which said members are scheduled to be on duty, subject to prior approval by the Chief of the Department.

C. Up to seven (7) days per year maximum shall be allowed as paid leave for purposes of the Union President or his designee to attend Union conventions, seminars, or conferences. Said leave must be requested of the Chief for his approval forty-eight (48) hours in advance of the dates for which leave is requested.

D. The Union's President shall be granted when necessary up to total maximum of four (4) hours' time per week during his normal shift to conduct business.

E. Two eligible union members shall be allowed a maximum of four days leave from duty with no loss of pay or benefits in order to attend the National Convention of the New England Police Benevolent Association and/or Massachusetts Police Association. Said leave must be requested of the Chief at least one week in advance of the dates for which leave is requested.

#### **ARTICLE XXII -PERSONAL LEAVE**

A personal leave for good reason, upon sufficient evidence presented and acceptable to the Chief or his designee shall be granted to superior officers up to thirty-two (32) hours in one year without being charged to vacation or other leave credit, so long as sufficient coverage is maintained on the tour of duty.

Personal leave, which is not taken during the fiscal year, shall be converted on a one-to-one basis to sick days.

#### **ARTICLE XXIII-REPLACEMENT OF OFFICERS IN RANK**

The City agrees, in principle, that there should be two (2) superior officers per shift at all times and that the Chief and the Mayor will annually attempt to increase monies available in the budget to provide for the same. This "in principal agreement", however, is based on the discretion of the Mayor and the City Council as to whether or not such funds shall be in fact appropriated.

During those shifts when a superior officer of the rank of Sergeant is working in the capacity of a Shift Lieutenant as the "OIC", the City shall compensate such Sergeant within the salary grade of a Police Lieutenant as outlined within Article XXIV - Compensation. Further, specialty unit supervisors will be compensated at the rate established for the next highest rank. This provision is intended to apply on a shift-by-shift basis. Any such superior officer who is injured while working in the capacity of the next highest rank shall be treated for all purposes as they were serving in their regular capacity. This compensation shall be for all purposes considered base pay.

## ARTICLE XXIV-COMPENSATION

Superior Officers shall be compensated as follows:

17/18/19  
ADD 0/2/2

- B. Sergeants shall receive a salary equivalent to 132% of the maximum patrolman's salary.  
Effective July 1, 2018, Sergeants shall receive a salary equivalent to 134% of the maximum patrolman's salary.  
Effective July 1, 2019 Sergeants shall receive a salary equivalent to 136% of the maximum patrolman's salary.

Lieutenants shall receive a salary equivalent to 116% of the maximum Sergeant's salary.  
Effective July 1, 2018, Lieutenants shall receive a salary equivalent to 118% of the maximum Sergeant's salary.  
Effective July 1, 2019, Lieutenants shall receive a salary equivalent to 120% of the maximum Sergeant's salary.

Captains shall receive a salary equivalent to 116% of the maximum Lieutenant's salary.  
Effective July 1, 2018, Captains shall receive a salary equivalent to 118% of the maximum Lieutenant's salary.  
Effective July 1, 2019, Captains shall receive a salary equivalent to 120% of the maximum Lieutenant's salary.

- C. All Supervisors, upon completion of 7 years, within each supervisory grade, shall be deemed a "Master Supervisor" and compensated as follows:  
Sergeants shall receive an additional salary equivalent to 133% of the maximum patrolman's salary.  
Lieutenants shall receive an additional salary equivalent to 118% of the maximum Sergeant's salary  
Captains shall receive a salary equivalent to 117% of the maximum Lieutenant's salary.

Effective July 1, 2018: All Supervisors, upon completion of 6 years of supervisor rank, plus one year in new rank upon further promotion, shall be deemed a "Master Supervisor" and compensated as follows:

Sergeants shall receive a salary equivalent to an additional 135% of the maximum patrolman's salary.

Lieutenants shall receive a salary equivalent to 120% of the maximum Sergeant's salary.



Captains shall receive a salary equivalent to 119 % of the maximum Lieutenant's salary.

Effective July 1, 2019: All Supervisors, upon completion of 6 years of supervisor rank, plus one in new rank year upon further promotion, shall be deemed a "Master Supervisor" and compensated as follows:

Sergeants shall receive a salary equivalent to an additional 137% of the maximum patrolman's salary.

Lieutenants shall receive a salary equivalent to 122% of the maximum Sergeant's salary.

Captains shall receive a salary equivalent to 121 % of the maximum Lieutenant's salary.

D. All officers promoted to the rank of Superior Officer subsequent to October 1, 1996, who have met the criteria for a Step V Police Officer, also known as Master Patrolman Step, not including the criteria under Article XXV, Paragraph C, Item 3a, of the I.B.P .0 contract, prior to appointment as a Superior officer, shall receive the above compensation.

E. All other Superior Officers appointed after October 1, 1996, who do not qualify under paragraph C, shall advance to the maximum Sergeant's salary, as delineated above, by any of the following methods:

1. Two years at a salary based upon 117% of the maximum patrolmen's salary;
2. One year at a salary based upon 117% of the maximum patrolman's salary and documentation of an Associate's Degree or a higher degree, or, of completion during the last twelve (12) months of two courses towards an Associates' Degree, with a minimum grade of C;  
or;
3. One year at a salary based upon 117% of the maximum patrolman's salary and documentation of having completed during the previously twelve (12) month period a minimum of eight (8) hours of training offered by the Massachusetts Criminal Justice Training Council.

## **ARTICLE XXV- DIFFERENTIAL**

Superior officers regularly assigned to work the night shifts, including the swing Schedule, shall be paid as follows:

Platoon 1 Supervisors shall receive an 11% shift differential; Platoon 3 Supervisors shall receive a 9.5% shift differential, Platoon 4 supervisors and supervisors who work a Monday thru Friday (5 day) work week consisting of non-regular shift hours shall receive a 9% shift differential. In addition the school services unit supervisor and the supervisor of the court services unit shall receive an 8% differential. Differentials shall computed on their base pay only, as totally expressed by the salary schedules set forth above, and, said differential shall not be treated as part of base pay for overtime purposes, or any other purposes. The Mayor may as he/she chooses add by side letter or executive order additional specialist positions to receive the 8% shift differential.

## **ARTICLE XXVI- CAREER INCENTIVE**

**Section 1** Employees covered by this Agreement shall receive an annual longevity benefit based upon the following formula: The annual longevity benefit will be equal to 2/10ths of 1% of the member's base pay, multiplied by the number of years of service.

Notwithstanding the above, the annual longevity benefit for members reaching twenty-five years' service, and thereafter, shall be computed at the rate of .375 of 1% of the member's base pay, multiplied by the number of years of service.

**Section 2** Years of service under this Article shall be based upon an employee's anniversary date of employment as a full-time employee and shall include, for purposes of this article, full-time continuous service as a working reserve. Veteran's military time paid into the municipal retirement to be computed for years of credit toward longevity benefit. The longevity amounts specified in Section 1 shall be paid as a lump sum in the payroll week following the anniversary date of employment.

**Section 3** The City and Union agree that career incentive will be pro-rated upon retirement.

## **ARTICLE XXVII- PRE-PAID LEGAL PLAN**

The Employer agrees that it will contribute to the Methuen Police Superior Officers Association Group Legal Services Fund, an administered legal services trust fund for MPSOA members, in the following manner and amounts for each regular, seniority employee who completes his/her probationary period:

The benefit amount is \$.15/hour maximum and continuing for the remainder of this contract, less \$92.00/per employee/per year covered by this contract.

This contribution will be for all hours worked, or paid for, including vacation and holidays, up to a maximum of 40 hours per week. The benefits to be provided under this plan will be determined by the members of the MPSOA. This benefit may not be exercised to initiate action against the City, its agents, servants, or employees, nor shall such funds be used to advise or counsel employees as to matters against the City, its agents, servants or employees

The MPSOA will notify the City immediately upon determining the agency, agencies, individual or individuals that it employees to represent the MPSOA under the Legal Defense Fund.

### **ARTICLE XXVIII- CONSULTATION COMMITTEE**

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement, all with the goal of providing the City of Methuen with the best, safest and most effective Police Department possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Union shall designate two (2) representatives, in addition to the President to meet with the Chief on a monthly basis at mutually convenient times to consult as provided herein. The Chief, at his discretion, may request two (2) management representatives to sit with him.

The Union agrees that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union will submit a written agenda of subjects about which it desires to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

By way of example, and not by way of limitation, said agenda subjects might include a discussion of alleged contract violations, the Chiefs revision of the Department rules and regulations, matters affecting the safety of employees, and/or other matters of professional interest.

The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

## ARTICLE XXIX - MISCELLANEOUS

### Section 1      Civil Service

Subject to the provisions of Article X, Section 6, the City and the Union agree to be governed by all applicable Civil Service laws, rules and regulations.

**Section 2**      **Health Insurance**

The Employer agrees to pay 62% of health insurance premium contributions during the term of this Agreement, while agreeing to maintain the same level of benefits during the term of this Agreement, the Employer reserves the right to obtain health insurance coverage with other than the present carrier.

Should the City, excepting for the Local 122, Federation of State, City and City Employees, pay another Union a sum greater than 62%, then, in that instance, the City will, upon request of the Union, negotiate over the percentage of premium payments.

**Section 3**      **Mileage Allowance**

All persons covered by the Agreement shall receive the current federal standard rate per mile for use of their personal motor vehicle on Department business.

**Section 4**      No monies shall be paid out under Section 3 of this Article or under any other provision of this Agreement unless and until an appropriation of funds has been made therefore.

In the event a majority vote of the appropriating authority is not had, the parties agree that none of the cost items negotiated for the fiscal year in question under the Agreement shall be implemented and the parties shall resume bargaining.

**Section 5**      Unless specifically expressed otherwise in this Agreement, all benefits contained herein that either did not exist prior to this Agreement or improve upon benefits in existence prior to this Agreement shall be retroactive only to the date of execution of this Agreement and in no event prior to that date.

**Section 6**      **Drug Testing Policy**

The Drug Testing Policy, as implemented in the July 1, 1986-June 30, 1988 Methuen Superior Officers Association contract, signed August 5, 1987, remains in full force and effect.

**Section 7**      **Residency Requirement**

Pursuant to Mass.Gen.Laws c. 150 E § 99, Superior Officers employed by the City of Methuen shall maintain residency

anywhere within 15 miles of the furthest border of the City. Superior Officers employed by the City of Methuen may live either in the Commonwealth of Massachusetts or the State of New Hampshire, so long as their residence is within the 15 mile limit. This article applies to current active full-time Superior Officers and future full-time Superior Officers and will remain in full force and effect as part of the Collective Bargaining Agreement between the union and the City.

**Section 8      Waiver of Firearm Permit Fee**

Superior Officers and Retired Superior Officers shall receive a waiver of the firearm permit fee.

**Section 9    Savings Clause**

Should any provision of this Agreement be found unlawful, the remaining provisions shall remain in full force and effect.

**Section 10    "Guidelines for the Hiring of Police Officers at Road Construction Sites"**

The Chief of Police policy known as "Guidelines for the Hiring of Police Officers at Road Construction Sites" dated November 13, 1991 is incorporated as part of the contract, except that, on page 1, Section I, Paragraph B, the term "by a member of the Methuen Police Department with the rank of Sergeant or above" is deleted and replaced with the term "by the Chief of Police, or his designee".

**Section 11    Performance Evaluation**

As of the execution of this agreement; a committee shall be established, equally balanced between management and labor, to provide for a policy on performance evaluations. Said committee shall finalize its recommendation to the Chief on or before March 1, 2002. Both parties agree that, in no instance, shall either party utilize performance evaluation forms for disciplinary actions nor shall the forms be used to determine monetary compensation or promotions of a police officer.

**Section 12    Supervisory Training School**

Selected Superior Officers will be given a schedule for Supervisory Training School Sessions when published by the school or the Municipal Police Training Committee. The superior officer shall select any open session to attend within the upcoming school year.

**Section 13    Light Duty**

The Light Duty Policy negotiated between the City and the Union reproduced as Exhibit A, is incorporated into the parties agreement.

**Section 14    Rules and Regulations**

The amended Abuse of Sick Leave Policy Rule 13.11 remains in full force and effect.

**Section 15    Police Memorial Day**

Individuals actually working on Police Memorial Day shall be paid at the rate of time and one-half.

**Section 16** The City agrees that when and if office space becomes available at the Quinn Building it will provide the union with a secure office to conduct union business and store union files, computer equipment, and any other equipment deemed necessary by the union. The City shall also provide when available an adequate area for the union to mount a locked bulletin board to be used for official union notices and postings.

**Section 17    Meal Allowance**

A meal allowance of twenty dollars (\$20.00) per day shall be paid to any officer attending full-day schools.

**Section 18    AED Certification**

Members of the union shall be certified in AED and shall additionally be re-certified and participate in quarterly training as necessary. There shall be no additional compensation associated with this requirement as compensation therefor is included in base pay.

**Section 19    Educational Incentive**

The following shall apply to any Superior Officer who became a member of the City of Methuen Police Force on or before July 1, 2013:

In the event that the provisions of M.G.L. c. 41, section 108L have been rescinded or for some reason no longer apply to the members of the bargaining unit, including but not limited to the Commonwealth's lack of funding or reimbursement, then bargaining unit members shall continue to receive, from the City, 100% of the total educational incentive payments (percentages) to which they are entitled on the day just prior to the section 108L rescission or non-applicability. Any bargaining unit member, who has not achieved or attained a level of educational incentive payment prior to the rescission of M.G.L. c. 41, section 108L, or its non-applicability for any reason to members of the bargaining unit, shall be entitled to the educational incentive payments (percentages) from the City upon achieving or attaining the levels stated in M.G.L. C. 41, section 108L on the day just prior to its rescission or non-applicability for any reason.

Any Superior Officer who became a member of the City of Methuen Police Force after July 1, 2013 shall receive the following educational stipends:

Associates degree:	\$2,000
Bachelor's degree:	\$4,000
Master's degree:	\$6,000



Those stipends will be paid exclusive of the provisions of M.G.L. c. 40 § 108L, which provisions shall not apply to Superior Officers who become members of the City of Methuen Police Force after July 1, 2013. Said stipend shall be paid during the first pay period in December of each fiscal year.

**Section 20     Pre-Paid Legal**

The MPSOA and the Mayor agree to review the Pre-Paid Legal language for the possible allocation of these funds to subsidize gap insurance for liability coverage.

**Section 21     Volunteerism**

Superior Officers can volunteer up to 8 hours per year without objection from the Union. If an officer wants to volunteer beyond the 8 hour cap, said request must be brought to the Union for consideration. Volunteer time may not be given in situations that would typically result in hiring a detail officer or hiring an officer on overtime. The Chief of Police and the Union shall mutually determine a list of events, instances or circumstances where volunteer time may be given.

**Section 22     Physical Fitness Standards Test**

Members of the Methuen Police Superior Officers Association may annually voluntarily participate in the Physical Fitness Standards Test. Upon completing and passing all the standards the MPSOA member shall receive the annual stipend of \$1,200.

Each year those members who wish to participate will submit a letter of participation to the office of the Chief of Policy between April 1 and April 15. The Chief or his/her designee shall post by April 30<sup>111</sup> the scheduled dates of attendance for each officer for the physical fitness standards testing. The testing shall take place between May 15<sup>111</sup> and May 29<sup>111</sup>.

The Chief or his/her designee will cause to be created a list of those who have passed the standards test and will forward this list to the city auditor by May 30<sup>111</sup> for payment of this stipend in the next fiscal year. In the event an officer takes and does not pass the Standards Test, he/she shall be allowed one(1) retest upon request of the officer.

It is further agreed that said Fitness Standards Test shall not be used to determine fitness for duty.

### Physical Fitness Standards Test

Officer: \_\_\_\_\_ Platoon/Unit: \_\_\_\_\_

Officer must meet or exceed the following standard to pass the MPD Physical Fitness Standard.

Males	Sit Ups in 1 minute	Run- 1 Mile	Push-ups in 1 minute
20-29	40	8:12	33
30-39	36	8:34	27
40-49	31	9:53	21
50-55	26	11:15	15
56-59	22	12:00	12
60-65	19	13:30	10
Females			
20-29	35	9:42	20
30-39	27	10:17	14
40-49	22	10:58	13
50-55	17	11:45	9
56-60	15	13:00	8
61-65	14	14:30	7

### The Trigger Pull Event

This event consists of raising a handgun and squeezing the trigger six (6) times with each hand. The time limit is 7.1 seconds.

### Certification

I hereby certify that on, \_\_/\_\_/\_\_, Officer \_\_\_\_\_ successfully completed the MPD physical fitness standards for age group \_\_\_\_ by completing:

1. \_\_\_\_\_ Sit ups in one (1) minute,
2. Running \_\_\_\_\_ mile(s) in \_\_: \_\_ minutes,
3. Completing \_\_\_\_\_ push-ups in one (1) minute, and
4. Completing six (6) trigger pulls with each hand in 7.1 seconds.

Date: \_\_\_\_\_

### **Section 23**      **Indemnification**

The City agrees that pursuant to and to the extent allowed by the provision of G.L. c. 258 § 9 it shall defend, save harmless and indemnify each superior officer against any tort, professional liability claim or demand arising out of an alleged act or omission occurring in the performance of the superior officer's duties. This Section shall not apply to any action brought by the City under G.L. c. 31 or any appeal therefrom.

### **Section 24**      **Bi-Weekly Pay and Direct Deposit**

The City may, in its discretion, elect to pay employees bi-weekly and to require direct deposit payments.

### **Section 25**      **Protective Vest/Hazardous Duty and Technology Compensation**

Union agrees to implement a Mandatory Wear Protective Vest policy, and to work with the Chief regarding said policy.

Effective July 1, 2018: union members shall receive 1% to be rolled into their base pay for hazardous duty compensation and the training and administration of technology. Said increase will be considered base pay for all purposes.

Effective July 1, 2019: union members shall receive an additional 2% to be rolled into the base pay for hazardous duty compensation and the training and administration of technology. Said increase will be considered base pay for all purposes.

### **Section 26**      **GPS**

Union agrees to accept GPS and will work with the Chief of Police to implement a GPS policy.

### **Section 27**      **Settlement Agreement between the City and Union**

In settlement of the grievance from December 18, 2014 as amended and incorporated here involving payment of education incentive, aka Quinn Bill, during buy back of officer time by the City of Methuen, the parties agree to adopt the following: Effective July 1, 2017

1. The City agrees that it will include the education incentive/Quinn Bill pay on all accrued time and all accumulated time shall be bought back by the City upon an officer's retirement.
2. The Union agrees that it will not pursue restitution of any Quinn Bill funds allegedly owed to any officers who retired before the date of this agreement.

### **ARTICLE XXX-STABILITY OF AGREEMENT**

The parties to this Agreement may from time to time make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing in acceptable language, and appended to the body of this Agreement; provided, however, neither party shall be obligated to negotiate with the other during the term of this Agreement.

Failure of the City or the Union or of any other covered persons 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 City or of the Union, or of any such employees to the future performance of any such term or provision and the obligations of the Union and the City or such employee for such future performance shall continue in full force and effect.

### **ARTICLE XXXI-DURATION OF AGREEMENT**

The duration of this contract shall be from July 1, 2017 to June 30, 2020. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee, for the purpose of discussing such amendment, modification, or termination. The provisions of this Contract shall remain in effect until the approval of a successor contract.

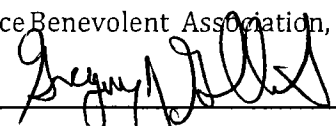
In witness whereof, the City of Methuen and the Methuen Police Superior Officers Association, New England Police Benevolent Association, Local 17 have caused this instrument to be signed by their authorized representatives this 31 day of August 2017.

City of Methuen

Methuen Police Superior Officers

New England Police Benevolent Association, Local 17

By: \_\_\_\_\_

  
\_\_\_\_\_  
Gregory J. Gallant  
President, Local 17

Mayor Stephen N. Zanni