



City of Methuen, Massachusetts

OFFICE OF THE MAYOR

The Searles Building, 41 Pleasant Street, Suite 306
Methuen, Massachusetts 01844
Telephone: 978-983-8505

Neil Perry
Mayor

City of Methuen, MA
Negotiations with Methuen Police Superior Officer's Association

JPB 7/1/24
aw 7/1/24

MEMORANDUM OF UNDERSTANDING

1. ARTICLE VII VACATION, Section 5:
Add "At the end of each fiscal year, Superior Officers may elect for the City to buy back 1 week of vacation by default." Superior Officers reaching 25 years of service or more may elect for the City to buy back an total of two weeks of earned vacation time.
2. ARTICLE IXB SHIFT BIDDING – Clean up seniority language for shift bidding, overtime and order-ins- see language here:
 - a. Section 1 Seniority for shift bidding is defined as a length of service within rank. In the case of a tie, the earlier date of appointment to the next lowest rank shall prevail. If still tied, the next lowest rank (etc.) shall prevail. If still tied, the earlier date of birth shall prevail. Supervisor shift overtime is distributed in order of original promotion date to a supervisory rank and lowest hours. Order-ins will occur in reverse order, starting with the least senior supervisor to the most senior supervisor, based on original promotion date to a supervisory rank. The order-in list shall reset on October 1st of each year.
3. ARTICLE XII HOLIDAYS:
 - a. Members actually working on a holiday shall be paid at the rate of two times (2x) regular pay.
 - b. **Remove** language: "If another City department granted the day before or after a holiday off, not part of their regular CBA, members of this union have an option of working the day and being granted 8 hours of compensatory or can elect to take the day off without creating a hiring or overtime situation at the discretion of the Chief" and **replace with** "Any Superior that work on Christmas Eve will either accrue 8 hours of compensatory time or be allowed to take the day off without causing overtime". This would not be considered a holiday for pay purposes.
4. ARTICLE XIV- WORKWEEK, Section 3:
Add "Any payment of contractual pay shall include base pay as stated on the wage and salary schedule, plus the appropriate educational incentive, only.
5. ARTICLE XV OVERTIME, Section 2:
Increase the minimum hours recall pay for on-call specialist officers ordered to duty, from 4 hours to 5 hours. This is for call-in only, not general overtime.
6. ARTICLE XVII UNIFORMS:
 - a. Section 1: Increase the annual equipment/uniform allowance from \$1,200 to \$1,350, plus an additional \$500 for specialty/undercover officers.
 - b. Section 2: Increase the cleaning allowance from \$1,000 to \$1,150.
7. ARTICLE XVIII BEREAVEMENT LEAVE:
Include all in-law relationships for a three-day bereavement clause (instead of 2)
8. ARTICLE XIX SICK LEAVE, Section 6:
FMLA leave - may use accrued sick time first, then all other accrued time banks in order of member's preference.
9. ARTICLE XXI UNION BUSINESS LEAVE, Part D:
Include VP in four hours per week union business leave each and Secretary/Treasurer two hours per week.

10. ARTICLE XXIV COMPENSATION:

- a. For the period beginning July 1, 2024 through June 30, 2025 there shall be a three and 1/4 percent (3.25%) cost of living adjustment.
- b. For the period beginning July 1, 2025 through June 30, 2026 there shall be a three percent (3%) cost of living adjustment.
- c. For the period beginning July 1, 2026 through June 30, 2027 there shall be a three percent (3%) cost of living adjustment.
- d. Added language: If any other bargaining unit within the City receives a contract for the same period with a higher total cumulative cost of living adjustment, the members of the Superior's Union shall receive the same total cost of living adjustment without having to renegotiate.

11. ARTICLE XXVI ACCREDITATION:

- a. For the period beginning July 1, 2024 through June 30, 2025 there shall be one percent (1%) one-time adjustment into wage and salary scale for Accreditation (in lieu of \$1,000 annual stipend)
- b. For the period beginning July 1, 2024 through June 30, 2025 there shall be a one percent (1%) adjustment into wage and salary scale for POST requirements and changes
- c. For the period beginning July 1, 2025 through June 30, 2026 there shall be a one percent (1%) adjustment into wage and salary scale for POST requirements and changes.
- d. Added language: If any other bargaining unit within the City receives a contract for the same period with a higher total cumulative POST adjustment, the members of the Superior's Union shall receive the same total POST adjustment without having to renegotiate.

12. Wage Scale Appendix A:

The wage and salary scale will increase from the MIN step, as follows:

| 10-yr | 15-yr | 20-yr | 25-yr | 29-yr |
|-------|-------|-------|-------|-------|
| 1.5% | 2.0% | 2.5% | 3.0% | 3.5% |

Note- This means the COLA goes on MIN, and then the steps go up as noted above.

13. ARTICLE XVI COURT TIME:

- a. Increase the comp time cap from 80 to 100 hours. Add: Usage of such time is upon approval at the sole discretion of the Chief.

14. ARTICLE XIV WORKWEEK:

NEW: Absent an emergency (as determined by the Chief), the Chief must provide a minimum of 30 days' notice prior to any planned change in assignment and schedule rotation. All patrol shifts shall be staffed by one Officer-in-Charge and one Patrol Supervisor, at all times.

15. ARTICLE XXVIII MISC:

- a. Section 18: Add wording to Physical Fitness Standards Test: "In the event a member takes and does not pass the Standards Test, he/she shall be allowed one (1) retest upon request of the officer to be held in the first week of September following the original test."
- b. NEW: The Union agrees to work with the City to develop a wellness/mental health incentive to be incorporated into the CBA in the future.

16. Page 11 – reinsert strike language

Model of Costs-

| | Year 1 | Year 2 | Year 3 | Total |
|--------------|------------|------------|------------|---------------------|
| FY25 | 268,551.90 | 268,551.90 | 268,551.90 | 805,655.69 |
| FY26 | | 176,246.02 | 176,246.02 | 352,492.04 |
| FY27 | | | 197,532.62 | 197,532.62 |
| Total | 268,551.90 | 444,797.92 | 642,330.54 | 1,355,680.35 |

Assumes OT hours based on actual OT hours calendar year 2023

For Comparison- Assumes 1 court appearance for each person per year

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF METHUEN

AND

METHUEN POLICE SUPERIOR OFFICER'S ASSOCIATION

EFFECTIVE JULY 1, 202~~4~~

EXPIRING JUNE 30, 202~~7~~

Table of Contents

| | |
|---|------------------|
| PREAMBLE | 3 |
| ARTICLE I - RECOGNITION | 3 |
| ARTICLE II - PAYROLL DEDUCTION OF UNION DUES | 3 |
| ARTICLE III - PAYROLL DEDUCTION OF AGENCY SERVICE FEE | 3 |
| ARTICLE IV - MANAGEMENT RIGHTS | 4 |
| ARTICLE V - NON-DISCRIMINATION | 4 |
| ARTICLE VI - RIGHTS AND PRIVILEGES | 4 |
| ARTICLE VII - VACATION | 5 |
| ARTICLE VIII - RULES AND REGULATIONS | 6 |
| ARTICLE IX – A - SENIORITY | 7 |
| ARTICLE IX – B – SHIFT BIDDING | 7 |
| ARTICLE X - GRIEVANCE AND ARBITRATION | 8 |
| ARTICLE XI - EXTRA PAID DETAILS | 9 |
| ARTICLE XII - HOLIDAYS | 11 |
| ARTICLE XIII – OVERTIME, SICK LEAVE, AND COURT TIME RECORDS | 11 |
| ARTICLE XIV -WORKWEEK | 12 11 |
| ARTICLE XV - OVERTIME | 13 |
| ARTICLE XVI - COURT TIME | 13 |
| ARTICLE XVI - A - SCHOOL SERVICE OFFICERS COMPENSATORY TIME | 14 13 |
| ARTICLE XVII - UNIFORMS | 14 13 |
| ARTICLE XVIII - BEREAVEMENT LEAVE | 14 |
| ARTICLE XIX - SICK LEAVE | 15 14 |
| ARTICLE XX - MILITARY LEAVE | 16 15 |
| ARTICLE XXI - UNION BUSINESS LEAVE | 16 15 |
| ARTICLE XXII - PERSONAL LEAVE | 16 |
| ARTICLE XXIII - REPLACEMENT OF OFFICERS IN RANK | 17 16 |
| ARTICLE XXIV - COMPENSATION | 17 16 |
| ARTICLE XXV - DIFFERENTIAL | 18 17 |
| ARTICLE XXVI - CERTIFICATION AND ACCREDITATION | 17 |
| ARTICLE XXVII - CAREER INCENTIVE/LONGEVITY | 18 18 |
| ARTICLE XXVIII - MISCELLANEOUS | 19 18 |
| ARTICLE XXIX - STABILITY OF AGREEMENT | 23 21 |
| ARTICLE XXX - DURATION | 23 22 |

PREAMBLE

THIS AGREEMENT entered into pursuant to Chapter 1078 of the Acts of 1973, General Laws, Chapter 150E, by and between the City of Methuen (hereinafter referred to as the "City") and the Methuen Police Superior Officer's 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, or sergeants. This excludes anyone not holding one of these titles.

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

Section 4 Reference herein to members of this union may be as "superior officers, officers, members, or employees."

ARTICLE II - PAYROLL DEDUCTION OF UNION DUES

Section 1 Pursuant to Massachusetts General Laws, Chapter 180 Section 17 A, Union dues shall be deducted by the City on a pay period basis, from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of Union dues, as well as fees and/or other assessments. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within twenty (20) working days after the month in which dues are deducted, in accordance with present practice.

Section 2 Such authorization may be withdrawn by an employee by giving at least sixty (60) days' notice, in writing, to both the City and Union Treasurer or designee.

ARTICLE III - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1 Pursuant to Massachusetts 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 each pay period.

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 Massachusetts 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 their 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 contractual 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.

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 bylaw to the extent permitted by General Laws, Chapter 150E.

ARTICLE VII - VACATION

Section 1 All members shall be granted vacation leave as follows:

| Years of Pensionable Time | Working Days' Vacation Earned |
|---------------------------|-------------------------------|
| One (1) | Ten (10) |
| Five (5) | Fifteen (15) |
| Ten (10) | Twenty (20) |
| Fifteen (15) | Twenty-Five (25) |
| Twenty (20) | Thirty (30) |

Pensionable time will be used in calculating the number of vacation days granted to each officer.

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 Police.

The City and members agree that shift swapping is allowed at the discretion of the Chief. Members are required to record the swap in the time management program. Members looking to facilitate a swap must agree that if the member accepting the swap does not appear for their agreed duty, said member shall be subject to discipline at the discretion of the Chief.

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

As to the vacation period July 1st to January 14th, an individual shall request utilization of their vacation days on or before the preceding May 1st. As to the vacation period January 15th to June 30th, the individual shall request the vacation period on or before the preceding January 1st. In approving vacation schedules, the Chief will make every effort to allow a summer vacation for those employees desirous of same. If more than one member wishes to take contractual vacation time within the same Platoon, Unit, or Division of the Department the member's request will be subject to approval by the Police Chief on a case-by-case basis.

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 and 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 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, a member shall not be entitled to accrue any vacation leave during the time that the officer is on injured line of duty leave under Chapter 41, Section 111F, M.G.L.

As used herein the term "day" shall mean eight hours.

For the purposes of computing the same, a member shall not be entitled to the accrual of one vacation day for every thirty consecutive days that the officer 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, for 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 I.L.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 ~~At the end of each fiscal year, Superior Officers may elect for the City to buy back 1 week of vacation by default. Superior Officers reaching 25 years of service or more may elect for the City to buy back up to a total of two weeks of earned vacation time, such time being calculated into a supervisor's annual pay.~~

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, the Chief 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 ten (10) day notice unless of an emergency situation (determined by the Mayor or Chief), in writing, of the proposed change or amendment. This does not preclude the union's right to exercise its grievance process.

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 adversely affects the health and safety of any member of the Police Department of the City of Methuen, the Union shall, within ten (10) days thereafter, elect to submit the matter to grievance.

During the term of this Agreement, the Police Chief is entitled 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.

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 the date of full-time permanent Civil Service appointment, unless otherwise specified by this Agreement.

For the purpose of computing seniority for the members of the Union, the following shall govern:

The date shall be established based upon the full-time permanent appointment date, and, in the case where two or more officers are appointed on the same date, then seniority in that instance shall be determined based upon their ranking on the Civil Service list from which they were appointed.

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

The provisions hereinbefore provided 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-SHIFT BIDDING SENIORITY

Section 1 Seniority for shift bidding is defined as a length of service within rank. In the case of a tie, the earlier date of appointment to the next lowest rank shall prevail. If still tied, the next lowest rank (etc.) shall prevail. If still tied, the earlier date of birth shall prevail. Supervisor shift overtime is distributed in order of original promotion date to a supervisory rank and lowest hours. Order-ins will occur in reverse order, starting with the least senior supervisor to the most senior supervisor, based on original promotion date to a supervisory rank. The order-in list shall reset on October 1st of each year.

Formatted: Superscript

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/her preference for each shift. Said form shall be distributed to each member on or before October 15th of each year. The member shall return the bid form no later than November 30th of each year to the Chief of Police. Any member 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. Group assignments within each Platoon are made by the Platoon Lieutenant.

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 staffing levels and may change them when in the best interests of the department are served.
- (b) The Chief of Police retains the right to veto a shift assignment.
- (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 Bureau or Division Commanders 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 officers within each individual shift.
- (e) The Chief of Police retains the right to transfer a superior officer from their shift, where necessary, for the good of the department; but the same shall not be done for retaliation purposes.
- (f) Any shift opening after the second Sunday in January occurs as for any reason, including, but not limited to the Chief exercising the authority under this contract hereof shall follow the annual shift bid.

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.

The procedure is as follows:

Step 1 The Union, through its President, or 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. A copy of the grievance (and response) must be submitted to the Director of Human Resources by the Chief for proper tracking only.

Step 2 Within seven (7) days of the Chief's answer or the date on which said answer is due, whichever first occurs, the grievance shall be submitted by the Union, in writing, to the Director of Human Resources. The Director, at the discretion of the Mayor, may arrange for a meeting with the Mayor and union representatives 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 and Director of Human Resources.

Section 2 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 3 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 Massachusetts General Laws.

Section 4 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 5 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 Massachusetts 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 ~~The Superior Officer Union will follow the detail rates and order of assignments as dictated in the Patrolman Collective Bargaining Agreement.~~
~~Paid detail assignments shall be made by the Chief or designee, and no employee shall accept any such assignment unless the Chief or designee makes it. Such assignments shall be offered to:-~~

~~1st: Permanent full-time Officers-~~
~~2nd: Full Time Reserve Officers-~~
~~3rd: Special Officers Retired from MPD-~~
~~4th: Special Officers Not Retired from MPD-~~
~~Last: Mutual Aid~~

~~To ensure an equitable distribution of extra paid details, all such details shall be posted by the Chief, or the Chief's designee 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, with a minimum of four (4) hours.-~~

~~The detail rate shall be \$65.00 per hour for all private details and the rate for the city of Methuen work~~

Formatted: Justified

Contract with City of Methuen

shall be \$60.00 and increase by \$1.00 per hour each July 1st thereafter, effective 7/1 and for the life of the contract payable at a minimum of four (4) hour increments, to a maximum of eight (8) hours, and thereafter, extra paid detail wages to be earned on an hour-by-hour basis for the particular job involved; excepting that the foregoing shall apply only to public (City of Methuen) details. The rate for purely private details and public details done under private contracts for the City (such as sewer, water and road construction and the like) 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. This clause shall operate prospectively from the execution of the contract. Additionally, the union would agree to suspend the \$1 yearly increase until June 30, 2024, at which point it would go back to \$1 annually beginning in FY25. City details would remain at \$60/hr. for the duration of this CBA. Private details would remain at \$65/hr.

Notwithstanding the foregoing, if the extra paid detail 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 times the extra paid detail rate contained in this sub-section.

4th of July: The standard detail rates will apply, unless if the celebration is on the 4th, it will be at the 2x rate.

If a member is ordered in to work a shift or detail, the member will receive 8 hours' compensatory for having the scheduled day off cancelled. The member must be the next member up for order in and this would not apply for order in swaps. When the compensatory is used, it cannot create overtime. Time is used at the discretion of the Chief as long as it does not result in overtime staffing.

The City agrees not to use or allow the use of flag personnel 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 is a danger to public safety, for what would be considered extra detail jobs.

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.

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.

Formatted: Not Highlight

Section 2 Superior Officers to Command extra paid details:

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.

- C. When a Superior Officer is assigned to command a detail, the extra paid detail rate shall be 120% for City details, and 132% for private details of the extra paid detail rate.

Section 3 Revolving Account:

The police detail revolving account shall remain in full force and effect.

ARTICLE XII - HOLIDAYS

All superior officers shall be paid for the following fourteen (14) holidays:

| | |
|----------------------------|----------------------------|
| New Year's Day | Juneteenth |
| Martin Luther King Day | Labor Day |
| President's Day | Columbus Day |
| Patriot's Day | Veterans' Day |
| Police Memorial Day (5/15) | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |

Employees must work their scheduled shift preceding and following the holiday to receive holiday pay, unless the absence is preapproved (i.e., vacation, personal, compensatory day, extended day, contractual day or bereavement). ~~If another City department granted the day before or after a holiday off, not part of their regular CBA, members of this union have an option of working the day and being granted 8 hours of compensatory or can elect to take the day off without creating a hiring or overtime situation at the discretion of the Chief. Any Superior that works on Christmas Eve will either accrue 8 hours of compensatory time or be allowed to take the day off without causing overtime. The day off shall be at the discretion of the Chief. This is not to be considered a holiday for pay purposes.~~

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

Members actually working on a holiday shall be paid at the rate of ~~time and one-half~~ two times (1.52x) times base pay.

ARTICLE XIII – OVERTIME, SICK LEAVE, AND COURT TIME RECORDS

The Chief of Police or 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 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 designee, shall furnish this information during normal work hours.

ARTICLE XIV -WORKWEEK

Section 1 Tours of duty shall be established based on a four (4) day on, two (2) day off schedule. There shall be three (3) Platoons within the Field Operations Bureau:

1. Platoon I, being a midnight shift; 12:30 am – 8:30 am
2. Platoon II, being a day shift; 8:30 am – 4:30 pm
3. Platoon III, being an evening shift; 4:30 pm – 12:30 am

Those employees on special assignment whose tours of duty differ from the three (3) regular shifts will receive their assignments and starting times from the Chief or designee.

The regular workweek 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 $\frac{1}{3}$) 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 who work the 4/2 schedule on average work 234 days per calendar year, whereas superior officers assigned to the 5/2 schedule work an average of 246 days per year. In order to standardize the total days off granted to each bargaining member assigned to the 5/2 schedule shall earn one (1) "extended day" (a day off) per month.

Extended days must be used within the fiscal year they were accrued. Up to 24 hours may be carried over into the following fiscal year and used within 90 days. Extended days may be used at the discretion of the Chief provided they do not result in overtime.

Absent an emergency (as determined by the Chief), the Chief must provide a minimum of thirty (30) days notice prior to any planned change in assignment and schedule rotation. All patrol shifts shall be staffed by one (1) Officer-In-Charge and one (1) Patrol Supervisor, at all times.

Section 2 When a member attends a specialized training or training schools for any length of time, and the training day extends beyond 8 hours of instructional time (this does not include celebratory events, award ceremonies, dinners, etc.), the officer will be compensated for those additional hours in the form of overtime. No other payment or compensation will be received except for mileage and meal reimbursement where appropriate. Notwithstanding the above, the Chief of Police, or the Chief's designee, may assign a Union member to training, whether that member is attending in-service training or a specialized school training. Superior Officers so assigned, who are on a 4/2 schedule, shall receive

the following days off: the Sunday before and the Saturday after that week's training. In addition to the foregoing, where the school assignment involves in-service training, the officer will also receive the following Friday off. That Friday given off will not be considered a day owed.

When members are required to attend a 5th day of in-service training, they will be compensated by overtime or compensatory time, at the Chief's discretion.

Section 3 Upon execution of this contract, the City no longer recognizes, accepts or acknowledges contractual time. Use of already accrued contractual time may be used by members at the discretion of the Police Chief. Any accrued, unused contractual time shall be forfeited in full upon separation from employment with the City.

Members who have accrued contractual time will have the option to sell back up to 80 hours in July of each year, subject to the unanimous decision of the Mayor, Chief, and CAFO to ensure that there is no adverse impact on the Police Department's budget. Any payment of contractual pay shall include base pay as stated on the wage and salary schedule, plus the appropriate educational incentive, only. This request must be made to the Chief's Office no later than April 15 of current fiscal year.

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 one time and one-half (1.5) times base pay. When members are forced in for an overtime shift, they will not have the hours worked count towards the overtime or detail hours list.

Section 2 The recall shall be paid on the basis of a minimum of ~~four-four- (4)(4)~~ hours. The minimum hours of recall pay for on-call specialist officers ordered to duty shall increase to five (5) hours. This is for call-in only, not general overtime.

ARTICLE XVI - COURT TIME

Any off-duty superior officer shall receive a minimum of four (4) hours pay at one and one-half (1.5) times the regular hourly rate of pay for their appearance in the District or Superior Court criminal or Civil Service sessions with Chief's prior approval. If the required court appearance is in Federal or Superior Court except for (Lawrence), the member 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 (1.5) hours for each hour of court time so worked.

Superior officers shall be provided twelve (12) hour 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.

Notwithstanding the above or any other contractual agreements, the total compensatory time hourly cap shall be established at ~~eighty-one hundred (10080)~~ hours. Thereafter, all compensatory time shall automatically be paid at one and one-half times the hourly rate. Those individuals presently over eighty (80) 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 ~~eighty-one hundred (80100)~~ hours. Usage of such compensatory time shall be at the sole discretion of the Chief.

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 (100) 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 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 equipment/uniform allowance of ~~\$1,350~~ ~~4,200~~. Specialty and undercover officers shall receive an additional allowance of \$500. Clothing/equipment allowance noted above will be utilized through a prepaid card. The city reserves the right to change how this allowance is distributed with notice to the Union.

Section 2 ~~\$1,150~~ ~~4,000~~ 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.

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. 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 ~~threetwo (32)~~ 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" or "in-law"-relations.

An additional two (2) days, up to a maximum of seven (7) 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 2120) hours. This time may be used for the care of an immediate family member, which term is defined as a spouse, domestic partner, children, stepchildren, 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.

Section 2 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 Twenty Dollars (\$120.00) per eight-hour day for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

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

Section 4 An employee who submits written notice of retirement to the Chief by April 15 of the fiscal year prior to the year which they intend to retire shall be paid for 35% of their 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 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 5 A member shall not be entitled to accrue sick leave during the time when the member 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 member shall not accrue one sick day.
- (b) In addition, for every one hundred twenty (120) 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 I.L.D.-no loss of sick day accrual; thirty consecutive days on I.L.D. - one sick leave accrual day lost; forty-five consecutive days on I.L.D. -one sick

leave accrual day lost; sixty consecutive days on I.L.D. -two sick leave accrual days lost; etc.).

Section 6 (FMLA) The members of this Union will follow all Federal FMLA rules and regulations. 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 family sick days. When utilizing FMLA, members shall use accrued sick time first, then all other accrued time banks in order of member's preference.

ARTICLE XX - MILITARY LEAVE

Per the M.G.L. Ch. 33, Sec. 59 and Section 6-16 of the Personnel Ordinance, an employee in full-time employment in the military reserve shall be paid the difference between compensation received while on reserve duty and regular compensation rates paid the employee. Such payments shall be limited to a period not to exceed two weeks in any 12-month period and shall not include payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

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 designee to attend Union conventions, seminars, or conferences. Said leave must be requested of the Chief for approval forty-eight (48) hours in advance of the dates for which leave is requested.
- D. The Union's President and Vice-President shall be granted, when necessary, up to total maximum of four (4) hours' time per week during their normal shift to conduct union business. The Union's Secretary and Treasurer shall be granted, when necessary, up to a total maximum of two (2) hours' time per week during their normal shift to conduct union business. said This time shall be at the discretion of the Chief.
- 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

Personal leave 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 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 Agreement 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 of the same time-in-service step as outlined in Appendix A - Compensation. 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 a Shift Lieutenant as the "OIC" shall be treated for all purposes as they were serving in the regular capacity.

ARTICLE XXIV - COMPENSATION

The cost-of-living increases are as follows:

| Effective Date | COLA-% |
|-----------------|--------|
| 7/1/2021 (FY22) | 2% |
| 7/1/2022 (FY23) | 0% |
| 7/1/2023 (FY24) | 2% |

| Effective Date | COLA % |
|-----------------|--------|
| 7/1/2024 (FY25) | 3.25% |
| 7/1/2025 (FY26) | 3.00% |
| 7/1/2026 (FY27) | 3.00% |

The terms "base pay" and/or "regular salary" for all purposes herein shall be the amount reported on the wage and salary classification schedule only. An officer's step raises will be calculated using pensionable time, including any veteran's military time paid into the municipal retirement system.

The wage and salary classification schedule incorporated into this Agreement at Appendix A. Said schedule shall increase from the MIN step as follows:

| STEP | 10 Yr | 15 Yr | 20 Yr | 25 Yr | 29 Yr |
|------|-------|-------|-------|-------|-------|
| % | 1.50% | 2.00% | 2.50% | 3.00% | 3.50% |

If any other bargaining unit within the City receives a contract for the same period with a higher total cumulative cost of living adjustment, the members of the Superior's Union shall receive the same total

cost of living adjustment without having to renegotiate.

Education Incentives:

As of 7/1/22, all education incentives will be as follows for all members who qualify:

| Educational Level | Percentage |
|---------------------------------|------------|
| Associates Degree | 10% |
| Bachelors Degree | 20% |
| Masters Degree | 25% |
| Masters Degree in Mental Health | 30% |
| Juris Doctor | 30% |

The educational incentive percentage will be added to base pay shown in the wage scale in Appendix A for the purposes of calculating hourly pay.

ARTICLE XXV – DIFFERENTIAL

All members will arrive 30 minutes early for their shift to ensure an orderly transition. Members agree to receive no additional compensation beyond what is calculated into their base pay in FY23.

Superior officers regularly assigned to work the night shifts shall be paid as follows:

| Shift | Differential |
|--------------------------|--------------|
| Platoon 1 (midnights) | 8% |
| Platoon 3 (early nights) | 5% |

ARTICLE XXVI - CERTIFICATION/ACCREDITATION

~~Upon attainment of department's certification through the Massachusetts Police Accreditation Commission, each active member of this union shall receive a one-time payment of \$750.~~

~~Upon attainment of department's accreditation through the Massachusetts police Accreditation Commission, each active member of this union shall receive a \$1,000 payment and shall continue to receive said payment annually for each year that this accreditation is maintained.~~

For the period beginning July 1, 2024 through June 30, 2025 there shall be one percent (1%) one-time adjustment into wage and salary scale for Accreditation (in lieu of \$1,000 annual stipend)

For the period beginning July 1, 2024 through June 30, 2025 there shall be a one percent (1%) adjustment into wage and salary scale for POST requirements and changes

For the period beginning July 1, 2025 through June 30, 2026 there shall be a one percent

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

(1%) adjustment into wage and salary scale for POST requirements and changes.

If any other bargaining unit within the City receives a contract for the same period with a higher total cumulative POST adjustment, the members of the Superior's Union shall receive the same total POST adjustment without having to renegotiate.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: Left: 1", No bullets or numbering

ARTICLE XXVII - CAREER INCENTIVE / LONGEVITY

Section 1 Employees covered by this Agreement who were hired by, or transferred into, the MPD prior to the execution of this contract 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.

Any member of this unit who retires before their anniversary date shall receive a prorated payment in the year they retire.

This benefit will not be available to any member hired after the execution of this contract.

Section 2 Years of service under this Article shall apply as follows:

Pensionable time will be used in calculating longevity. Veteran's military time paid into the municipal retirement to be computed for years of credit toward longevity benefit.

ARTICLE XXVIII - MISCELLANEOUS

Section 1 Civil Service

Subject to the provisions of Article X, Section 5 herein, the parties shall recognize and adhere to all 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, and 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 Copies of Agreement

The City agrees to provide each member of the bargaining unit with a copy of this Agreement.

Section 4 **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 5 No monies shall be paid out under 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 6 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 7 **Drug Testing Policy**

The Drug Testing Policy, as outlined in Policy 60, to be revised as Policy 4.33, remains in full force and effect.

Section 8 **Residency Requirement**

Pursuant to MGL c. 41, § 99A, 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 9 **Waiver of Firearm Permit Fee**

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

Section 10 **Severability Clause**

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

Section 11 **"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 12 Performance Evaluation

The Union and City agree that performance evaluations will not be used for disciplinary reasons, nor shall they be used to determine compensation, promotions, or specialized assignments. All members assigned to conduct performance evaluation shall receive "training" before conducting any performance evaluations.

Section 13 Supervisory Training School

All newly promoted Sergeants will be sent to leadership training as soon as possible, but no later than one year after the promotion. All superior officers will be given equitable distribution of specialized training throughout the year as directed by the Chief, Mayor, or designee.

Section 14 Light Duty

The Light Duty Policy negotiated between the City and the Union will be in the form of Policy 4.35 issued by the Chief of Police.

Section 15 Meal Allowance

A meal allowance of twenty dollars (\$20.00) per day shall be paid to any officer attending full-day schools, unless the training is conducted virtually in the member's residence, a meal is otherwise provided by a third party consistent with Massachusetts General Laws Chapter 268A or a meal is provided as part of the tuition costs.

Section 16 Legal Fund

The city will reimburse the member 50% (not to exceed \$175.00) of the annual MPA Legal Fund dues per member, for any suit other than one against the City.

Section 17 Volunteerism

Superior Officers may volunteer up to 8 hours per year without objection from the Union. If a member 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 a member 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 18 Physical Fitness Standards Test

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

Contract with City of Methuen

Each year those members who wish to participate will submit a letter of participation to the Office of the Chief of Police between April 1 and April 15. The Chief or designee shall post by April 30th the scheduled dates of attendance for each officer for the physical fitness standards testing. The testing shall take place between May 15th and May 29th.

The Chief or designee will cause to be created a list of those who have passed the standards test and will forward this list to the city CAFO by May 30th for payment of this stipend in July of the next fiscal year. In the event a member takes and does not pass the Standards Test, he/she shall be allowed one (1) retest upon request of the officer, **to be held in the first week of September following the original test.**

Formatted: No bullets or numbering

It is further agreed that said Fitness Standards Test shall not be used as to determining Fitness for Duty.

The officer must meet or exceed the following MPD Physical Fitness Standard:

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

Section 19 Indemnification

The City agrees that pursuant to and to the extent allowed by the provision of G.L. c. 258 § 9 the city 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 20 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 21 Wellness

Formatted: Font: Bold

The Union agrees to work with the City to develop a wellness/mental health incentive to be incorporated into the CBA in the future.

ARTICLE XXIX - STABILITY OF AGREEMENT

Section 1 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.

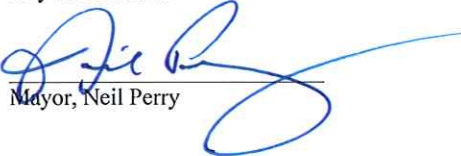
Section 2 Failure of the City or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or of the Union, or of any such employees 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 XXX - DURATION

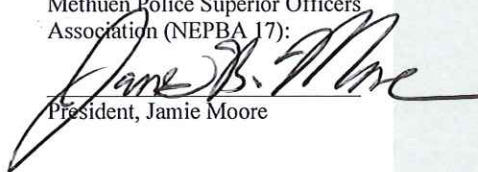
The duration of this contract shall be from July 1, ~~2024~~2024, to June 30, ~~2027~~2024. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior 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 15th day of July ~~2022~~2024.

City of Methuen:


Mayor, Neil Perry

Methuen Police Superior Officers
Association (NEPBA 17):


President, Jamie Moore

