

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into on this 22nd day of August, 2019, by and between the authorized representatives of the Salem Police Patrolmen's Association (Union) and the City of Salem (City) and reflects the agreement of the Union and the City to amend and extend the existing collective bargaining agreement for an additional three years, effective July 1, 2017 through June 30, 2020, with the following new terms to be incorporated therein:

- 1) Wages. Change Appendix A Salary Schedule such that the annual base pay for patrol officers reflects annual retroactive increases of 2.5% on July 1, 2017, 2.5% on July 1, 2018, and 3% on July 1, 2019.**
- 2) Senior/Master/Veteran Pay: Amend Appendix A, to remove existing provision and include the following in its place:**

Effective July 1, 2019, the annual payment for the requisite years of service shall be as follows:

<i>Senior/5 years</i>	<i>\$3,150</i>
<i>Master/10 years</i>	<i>\$4,000</i>
<i>Veteran/15 years</i>	<i>\$4,850</i>
<i>Sr. Veteran/20 years</i>	<i>\$5,300</i>

This stipend shall be paid in two installments, half the amount in December and the other half in June of each year. In the transition year for installments, employees who retire prior to December 31, 2019 shall receive the full payment upon retirement. Employees that retire from January 1, 2020 to June 30, 2020 shall receive the second installment upon retirement (having already received the first installment in December, 2019).

Thereafter, employees retiring will receive the installment due for the half year whenever they retire. These payments will not factor into the base pay, but retirement deductions shall be withdrawn.

- 3) Amend Appendix A, Specialists, paragraph three (3) to reflect the parties' agreement to combine the warrant/evidence officer position with the detail officer position so that there is now a "detail/evidence officer" and adjust the pay of the Field Training Officer (FTO) from \$500 to \$800, so that effective July 1, 2019 it reads as follows:**

Bike officers, the computer officer, the DARE officer, the Assistant DARE officer, Computer/Training Officer, Domestic Violence Officer, and no more than three (3) Spanish Interpreters shall each receive an additional five hundred dollars (\$500.00) annually. Employees assigned to the Honor Guard and Dive Team shall also receive an additional five hundred dollars (\$500.00) annually. The combined detail/evidence officer shall receive two additional five hundred dollars (\$500.00) stipends annually, for a total of one thousand dollars (\$1,000.00) per year. The Field Training Officer shall receive an additional eight hundred dollars (\$800.00) annually. These payments shall continue to be factored into the weekly/hourly rate and paid weekly in accordance with past practice for specialists other than house officers.

- 4) Change Article 12/Extra Paid Details to reflect an increase to \$50.00 per hour with an eighty-four (84) hour cap on the actual number of hours employees may work in a work week inclusive of regular shifts, details, and overtime but not including paid time off. This provision shall be effective upon signature of the parties such that the relevant sections of paragraph A reads as follows:**

Detail Rate is \$50.00 per hour with a minimum of four (4) hours, plus a 10% Administrative Fee which is returned to the City General Fund by law.

For road jobs, all work over four (4) hours shall have an eight (8) hour minimum guaranty. For all other jobs, all work performed over five (5) hours shall have an eight (8) hour minimum guaranty. City jobs shall not be subject to either minimum.

All work over eight (8) hours will be paid at a time and a half detail rate or \$75.00 per hour. All emergency details called in after 9:00 PM and starting before 6:00 AM the next day shall be paid at a time and one-half rate of \$75.00 per hour, excepting City jobs.

And amend paragraph B to reflect the increase as follows:

The detail rate for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be seventy-five dollars (\$75.00) per hour, for all hours, with a minimum of four (4) hours.

And amend paragraph C to reflect the increase as follows:

The detail rate for strike duty shall be seventy-five dollars (\$75.00) per hour and eighty dollars (\$80.00) per hour for the officer in charge, for all hours, with a minimum of four (4) hours. A minimum of two (2) officers will be at each strike post. The Chief of Police has the sole discretion to determine the number and location(s) of strike posts(s).

- 5) Add the following sentences to the end of Article 13/Work Schedule, Section 2 to provide for the 84-hour cap:**

The total work week for all patrol officers, including details and overtime, shall not exceed eighty-four (84) actual hours worked except where necessary to meet the needs of public safety as determined by the Chief of Police. Hours worked for purposes of this limitation shall include employees' time spent working their regular shift assignments, overtime, and details, but not including any paid time off hours.

- 6) Amend Article 22/Injured Leave to add the following after the first paragraph as follows:**

An employee who has made a claim for incapacity pursuant to M.G.L. c. 41, §111F, who later seeks to recover from a third party for his/her injuries, shall inform the Chief of any legal action commenced and provide copies of any pleading filed in regard thereto.

- 7) Amend May 2011 Side Agreement between the parties to change Section 5 "Sick Leave and Detail Assignments" to read "fiscal year" instead of "calendar year."**

- 8) Update the March 2016 Memorandum of Agreement which amended the collective bargaining agreement from July 1, 2014 through June 30, 2017, regarding performance evaluations to include the following language in place of the last paragraph in Section 7 as follows:**

As the parties are committed to completing and implementing the performance evaluation process agreed to in the prior contract and required under M.G.L. Chapter 31, the City and the Union agree to meet regularly until all outstanding issues are resolved and to hold a minimum of three meetings prior to March 31, 2020 ahead of an extension of the previously agreed implementation date to July 1, 2020.

9) Notwithstanding the language contained in Article 29/Hiring Other Police Personnel, the Parties agree to continue to meet annually to negotiate the use of Reserve Police officers.

10) Change Article 8/Special Leave by adding the following new paragraph G to reflect E-Day for Halloween:

G. Patrol Officers who work on Halloween, October 31, shall be entitled to one day off as Excused Time (E-Time). Such time may not be taken in circumstances where the officer's absence will result in the payment of overtime. Such time is not compensated monetarily by the City of Salem. It does not apply to swaps and must be used within six (6) months, no later than April 30. Upon request of the officer, the Chief may exercise his/her discretion to extend the time limit for using the Halloween E-day to June 30, but under no circumstances may it be carried over into the next fiscal year.

Should the City and the Salem Police Superior Officers Association agree to eliminate the Halloween E-Day benefit from their collective bargaining agreement, the City and the Union agree to re-open this collective bargaining agreement to negotiate over this provision.

11) The Union agrees to stipulate to the dismissal of the complaint issued by the DLR in MUP-18-7024 regarding the Detail/Evidence Officer.

Agreed upon this 22 day of August, 2019.

Salem Police Patrolmen's Association



William Riley, President

City of Salem



Kimberley L. Driscoll, Mayor

