

## Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into on this \_\_\_ day of ~~March~~<sup>April</sup>, 2016, 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, 2014 through June 30, 2017, 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 of each year of the contract, plus an additional .5% on the last day of the contract.**
- 2) **Amend Article 8, Special Leave to provide parity with the benefit provided to the Superior Officers by adding the following paragraphs:**
  - E. *While working a Patrol "Short Day" (two regularly scheduled shifts in one day) on any of the three major holidays (Thanksgiving, Christmas and New Year's), in lieu of the one vacation day off as previously agreed, the employee is allowed that one vacation day along with another day. The second day is considered Excused Time (E-Time) and is not compensated monetarily to the employee by the City of Salem. Leave under this Section does not apply to swaps or overtime shifts and cannot be carried over to the next calendar year. This provision shall be in effect upon the execution of the contract amendment.*
  - F. *While working a Patrol "Short Day" (two regularly scheduled shifts in one day) on July 4<sup>th</sup> and/or Memorial Day and both shifts are worked by the employee, then they will receive an extra Excused Time Day.*
- 3) **Change Article 12: Extra Paid Details to reflect an increase of \$6.00 in the hourly rate effective upon signature of the parties such that the relevant sections of paragraph A reads as follows:**

*Detail Rate is \$46.00 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 rate or \$69.00 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 \$69.00 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 sixty-nine dollars (\$69.00) 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 sixty-nine dollars (\$69.00) per hour and seventy-four dollars (\$74.00) per hours 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).*

**4) Amend Article 13 to add Section 4 to establish an FLSA Workweek:**

***Section 4.*** *Effective once this Agreement is funded, the parties agree that the work period of patrol officers, solely for purposes of determining any FLSA overtime obligations on the part of the City, shall be a 28-day cycle in accordance with Federal Law. In accordance with the provisions of the FLSA, the City acknowledges its obligation to monitor officers' hours to ensure compliance with the FLSA requirement to pay overtime for hours worked in excess of 171 in a 28-day cycle. The agreement to adopt this FLSA work period shall have no effect on the above provisions or on the overtime provisions set forth in Article 15, below.*

**5) Amend Articles 11/18 Personal Leave/Vacations to add a sentence establishing that patrol officers are required to give a minimum of four (4) hours notice before the start of a shift if taking a single vacation or personal day.**

*Except for unforeseen circumstances, requests for personal leave and single day vacation days shall be made to the OIC at least four (4) hours prior to the start of their shift; provided however, approval shall be granted with less than four (4) hours notice where there is sufficient manning to cover the absence.*

**6) Add a new paragraph to the end of Article 24, Educational Compensation as follows:**

*Patrol Officers hired after July 1, 2009, and who are not entitled to educational benefits pursuant to M.G.L. Chapter 41, Section 108L, shall receive a stipend in the amount of \$2500 for an associate's degree or \$5000 for a bachelor's degree, without regard to the program of studies. This stipend shall be paid to all officers so entitled, annually, on the last day of the fiscal year beginning June 30, 2016.*

*To be entitled to receive a stipend pursuant to this provision, Officers must provide documentation to establish the degree and the date it was awarded and verify that they have performed four (4) hours of volunteer service in the community and/or participate in continuing education on their own time during the prior fiscal year. The nature of such volunteer service or continuing education shall be determined by the Chief, at his/her discretion.*

**7) Add new provision to create a Joint Labor Management Committee to develop a performance evaluation process, including a written form for an annual performance review of all bargaining unit employees. Such process and form shall be established by the parties before the end of the term of this agreement on June 30, 2017 and implemented during the following fiscal year, beginning July 1, 2017.**

*The City and the Union agree to create a Joint Labor Management Committee, consisting of two members each, for a total of four members, who shall be responsible for creating a mutually agreeable performance evaluation process for bargaining unit members, including establishing the written form to be used in evaluating bargaining unit employees. The parties intend that such performance evaluation process shall be a tool to provide constructive feedback and enhance professional development and shall not be used for any disciplinary purpose or to negatively impact patrol officers' opportunities for advancement.*

*The parties agree that the Committee shall meet a minimum of six times during the remainder of the term of the agreement and that implementation of the performance evaluation process shall be implemented during the fiscal year beginning July 1, 2017.*

**8) Vehicle Locator System/GPS Policy**

*The parties agree to the adoption of the attached Vehicle Locator System/GPS Policy.*

Agreed upon this 5<sup>th</sup> day of April, 2016.

Salem Police Patrolmen's Association

William Riley  
William Riley, President

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City of Salem

Kimberley L. Driscoll  
Kimberley L. Driscoll, Mayor

SIDE LETTER OF AGREEMENT

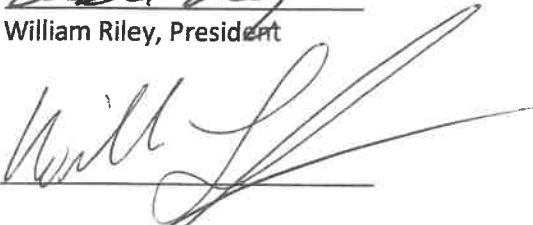
This Side Letter of Agreement is entered into on this 5<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2016, by and between the authorized representatives of the Salem Police Patrolmen's Association (Union) and the City of Salem (City) and reflects the agreement of the Union and the City to re-open the July 1, 2014 through June 30, 2017 collective bargaining agreement with respect to the new provision in Article 12, paragraph A requiring an eight (8) hour guaranty for road jobs for any hours worked over four (4) hours, in the event data demonstrates there has been a substantial increase in the number of details subject to the guaranty.

From the date of execution through June 30, 2020, the parties agree to collect data on the number of road job details subject to the eight (8) hour guaranty performed annually. If, as of June 30, 2020, the data collected reflects an average annual increase in excess of 50% over the number of details subject to the guaranty in the 12-month period prior to the date of execution, the City shall have the right to re-open the collective bargaining agreement for the sole purpose of negotiating a change in this requirement.

Agreed upon this 5<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2016.

Salem Police Patrolmen's Association


  
William Riley, President







City of Salem

  
Kimberley L. Driscoll, Mayor

# SALEM POLICE

DEPARTMENT MANUAL

## CHAPTER 130.0

SUBJECT:  <b>VEHICLE LOCATOR SYSTEM/GPS</b>		DATE OF ISSUE 12/15/2015	EFFECTIVE DATE TBD
		ISSUING AUTHORITY	
REFERENCE (S): CALEA STANDARDS:	PAGE  1 OF 3	X NEW <input type="checkbox"/> AMENDS <input type="checkbox"/> RESCINDS	

**Purpose:**

The Vehicle Locating System (VLS) has been implemented to maintain and improve the efficiency, effectiveness, and safety of the Salem Police Department emergency response system and its personnel. The VLS will provide Communication Center personnel and supervisory staff a more effective means to monitor, direct, and control the dispatching of personnel. The intended purpose of the recorded data of the VLS is not to be punitive or to be used as a primary investigatory tool; however, the data can be used as evidence to support or refute a complaint or allegation in an internal investigation that is not initiated due to recorded information of the Vehicle Locating System. Consistent with Internal Affairs policy, the employee will be informed of the reason why the information is being accessed and appropriately afforded copies of the data under full disclosure rules. The data will not be accessed for performance evaluation.

**Duties and Responsibilities:**

**Communication Center Personnel:** All Communication Center Personnel are responsible for monitoring the VLS Screen during their respective tour of duty, and to utilize the information to more effectively, efficiently, and safely dispatch emergency vehicles. They will ensure that the VLS monitor screen is on and in the tracking mode at all times and Communications Center Personnel will report immediately to the Officer in Charge any instance where the VLS is not actively working or displayed during their respective tour of duty. Communications Center Personnel shall notify the Officer in Charge of any situation in which a vehicle pursuit seems probable or is in fact taking place and the Officer in Charge shall monitor the situation on the VLS screen.

**Officers:** All members of the Salem Police Department shall be required to follow all existing departmental policies and procedures. No officer shall use or be assigned a patrol car that does not have the Vehicle Locating System installed without permission of the Officer in Charge.

**Superior Officers:** The Office in Charge is responsible for the overall daily operations of the Communication Center and shall ensure that the VLS is in good working order at the start of their

respective tour of duty and ensure officer compliance of the policy. The Officer in Charge will record in their "On-duty Report" the status and/or problems of the VLS that occur during their tour of duty. The Officer in Charge will immediately report to the Administrative and Auxiliary Service Division Commander and breakdown in continuous service of any of the equipment in the station or in the cruisers. In addition, the Officer in Charge will be required to occasionally monitor the VLS screen during their normal tour of duty, and when generally monitoring the dispatch of emergency vehicles. The Officer in Charge shall be required to monitor the VLS screen during all vehicle pursuits and emergency responses to active felonious and critical incidents.

In addition to the Administrative and Auxiliary Services Division Commander and IT Technician, the Officer in Charge is the only employee authorized to make changes to the icons, colors, or other predetermined modes of the system. If any change is made by the Officer in Charge, an email notification will be directed to the Administrative and Auxiliary Services Division Commander.

The House Sergeant will also occasionally monitor the VLS screen during their normal tour of duty and be cognizant of all officer safety issues. The House Sergeant will provide a secondary overview of the VLS to ensure proper use of the system and proper use of the available data for efficient and effective dispatching to emergencies and critical incidents.

The Street Sergeant should assign line officers to patrol cars that have a working Vehicle Locating System, except when the line officer will be utilizing a motorcycle, T-3, ATV, or bicycle which do not have a VLS installed at this time. If there is any deviation to this vehicle assignment, the Officer in Charge, will make that determination for special assignments such as, details, stakeouts, training, or emergency situations. The Street Sergeant will also utilize the AVLS to assist with tactical command decisions by deploying resources in the most efficient and effective manner possible.

***Administrative and Auxiliary Services Division Commander:*** The Administrative and Auxiliary Services Commander will be responsible for the physical equipment acquisition, storage, distribution, maintenance, and replacement. The Administrative Commander will also be responsible, with any and all assistance required of an IT Technician, for the VLS system hardware and software service, maintenance and authorized report requests. Periodic review of the system should be conducted to ensure it is functioning properly.

**Vehicle Locating System Equipment:**

At no time shall any member of the Salem Police Department make changes to the icons, colors, or other predetermined modes of operation of the VLS monitor screen or computer system, with exception to the three aforementioned authorized personnel. At no time shall any member of the Salem Police Department plug into or connect to the system or allow anyone to plug into or connect to the system another piece of equipment, such as, but not limited to, a CD player, television, VCR, computer, etc., nor shall they play or view or allow anyone to play or view any CD, DVD, video tape, computer enhanced movie, or internet screen on the screen or into the VLS computer system. The VLS will be immediately shut down by the Department IT Administrator upon identification or recognition of the system being

compromised by external identified or unidentified sources. A thorough investigation will be conducted to determine the identity of the threat and pursue any and all criminal and civil legal avenues.

**Alarms & Data Storage:**

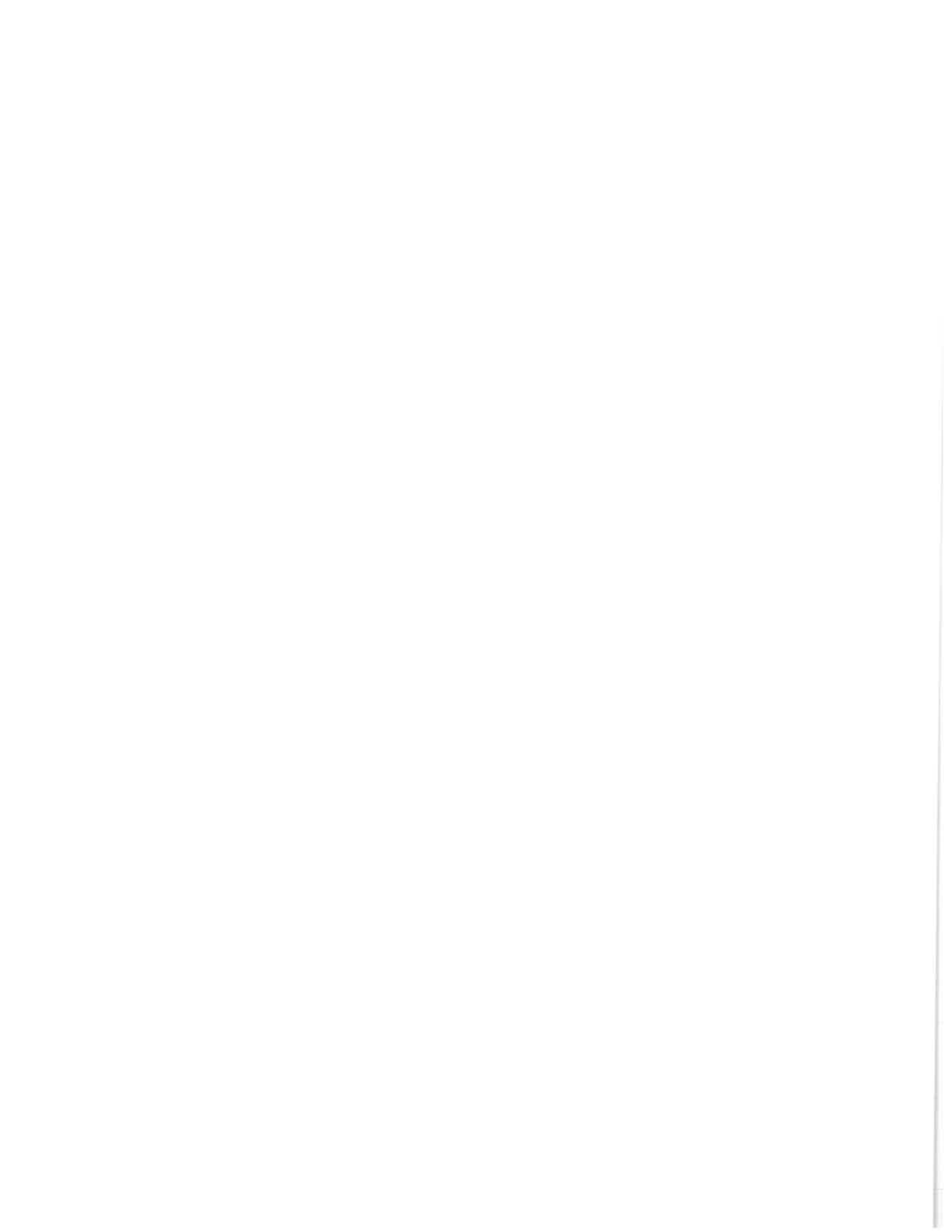
A RED "X" will identify a vehicle that has been stationary for 45 minutes or longer. The Communications Center personnel may contact the officer via radio after a RED "X" indicator appears on an VLS screen to check on the well-being of the officer and/or determine the officer's status. The officer should respond via radio to record their status, as this policy acknowledges that there are several legitimate instances that an officer will be at one location for a time that would exceed the 45 minutes. The Communications Center personnel will ensure the Officer in Charge is aware of the situation.

If the Communications Center personnel are unable to reach the officer via radio, the Street Sergeant will be contacted and advised of the situation and the current location denoted on the VLS screen. The Street Sergeant will immediately check on the well-being of the officer unless he/she is unable to respond. If unable to respond, the Street Sergeant will dispatch a second officer to conduct this check and/or employ other appropriate means to ensure the safety of the officer in question. The Officer in Charge will be briefed by the Street Sergeant on the results of the check.

Data Storage will commence 120 days (4 months) after the system is turned on and initiated at the Salem Police Department. This will ensure the processes, policy and procedures are undertaken and understood by all, while providing an opportunity to work out any issues or problems. At the conclusion of the 120 days (4 months), the data will be stored at the Salem Police Department for ninety (90) days.

**Implementation:**

The Union and the Chief agree to meet on a bi-annual basis, or sooner if requested, by either party based on a specific written issue or complaint, to discuss the effectiveness of this policy/system. After implementation of this policy and the VLS, there will be a "shelter period" of nine months where no employee may be disciplined based on evidence/information gathered from the VLS.





# Salem Police Department

## Proposed Seasonal Part-time Reserve Officer Program

**Purpose:** The purpose of the Seasonal Part-time Reserve Officer Program is to augment the Patrol Division by establishing identifiable needs where enhanced interaction between the citizenry, businesses, and visitors would support the Patrol Division in specified areas. This program will ensure for expanded public safety measures to be employed specifically between and through the months of May and October.

**Identified Scope:** To provide a visible law enforcement presence in the downtown area and areas immediately adjacent to the downtown with an aim to deliver a heightened measure of safety and security while employing a community policing philosophy in these areas on a part-time basis during the peak tourist season of May through October.

**Specified Duties:** All duties are expected to be performed by foot patrol, bicycle if the officer has the proper certifications, or the T-3 unit only.

- 1) Pedestrian Traffic Crossing/Control
- 2) Augment visible uniformed presence via walking patrols in the areas previously specified
- 3) Provide appropriate assistance and guidance as needed and respond to quality of life issues.
- 4) Animal Control/Enforcement in City parks such as the Common and Forest River
- 5) Other special assignments as assigned by the Chief of Police or his/her designee to include but not limited to: church crossings, parades, special events, and weather emergencies or major incidents when there are no sworn Salem Police Officers available.

None of the aforementioned duties will circumvent or replace any pre-existing, established, acknowledged, and employed assignments by the regular full-time sworn patrol officers or any of the currently performed overtime assignments already established for the downtown and bazaars.

**Selection Standards:** A Seasonal PT Reserve Officer is a sworn part-time officer appointed by the Chief of Police and approved by the Mayor on an annual basis under the provision of MGL C. 41, s. 97A and C. 31, s. 1, and sworn as a Special Police Officer for the City of Salem. A Reserve Officer will be selected from the current department certified Reserve list or current and active Civil Service list of available applicants for the position of Police Officer provided they meet the selection criteria similar to the accepted standards of all full-time Salem Police Officers as follows:

- a.) Salem Police Department current certified Reserve Officer List will be considered first before any other prospective candidates are considered or screened. Salem residents on current certified Civil Service Police Officer list will have second consideration, and non-Salem resident on current certified Civil Service Police Officer list will be the third group to be considered when the aforementioned prospective candidates have been exhausted in accordance with our standard hiring practices.
- b.) Minimum age requirement is 21 and maximum age is 65
- c.) High School graduate or equivalent
- d.) Possesses a valid MA Driver's License

- e.) Possesses a valid LTC
- f.) Participates and passes all screening process steps as agreed upon by civil service for appointment to the SPD reserve officers list and/or full-time SPD police officer, which includes:
  - Pass Background Investigation by SPD accepted standards
  - Pass Drug Screening by SPD accepted standards
  - Pass 3-step Interview Process
  - Pass medical exam within acceptable MA HRD standards
  - Pass psychological exam based on acceptable HRD standards
  - Pass MA HRD physical fitness evaluation

**Training Standards:** Successfully attend, complete, and pass the following training components which may be sponsored by the Salem Police Department, but which are undertaken by the individual and not paid for by the City unless it is both a city-initiated and city-conducted training, this includes class fees and cost of time for attendance.

- 1) An MPTC sanctioned Reserve Police Academy such as NERPI or MLETA per 550 CMR 3.00
- 2) A certified CPR and First Responder Training approved by American Red Cross
- 3) SPD Use of Force Training program and test
- 4) SPD Firearms Training Program
- 5) Any and all other Training programs deemed appropriate for the position and the responsibilities as identified by the Chief of Police
- 6) Renew and maintain active certifications in all the above

**Uniforms and Equipment:**

- a.) Seasonal PT Reserve Officers will wear the same uniforms and carry the same equipment as full-time patrol officers as authorized and detailed in the Salem Police Department Policies and Procedures manual, with the exception of an added silver bar pin depicting the words "Reserve Officer" and an additional silver bar pin with the officer's last name worn under the "Reserve Officer" pin.
- b.) Uniform expenses will be assumed by the officer, with the exception of the uniform badge, hat badge, silver bar pins, holster, and service weapon, which will be supplied by the department.
- c.) The Seasonal PT Reserve Officers Program requires an annual appointment when Reserve Officers will sign for all badges and department issued equipment which will be returned to the department within one week of the program's end date for the year or by November 7<sup>th</sup>, but no later.

**Benefits, Liability, and Responsibilities and Restrictions:** As part-time employees for the City of Salem there will be no entitlement to health or life insurance coverage; however, the City will provide coverage for any injury sustained while in the performance of his/her duties and responsibilities or will be eligible for death benefits if killed in the line of duty.

Seasonal PT Reserve Officers will be required to adhere to all Rules and Regulations and Policies and Procedures of the Salem Police Department. They will be subject to disciplinary action up to and including their discharge for any violations. Seasonal PT Reserve Officers may be held liable for

misconduct if their actions amount to a violation of criminal law or departmental directives or orders, a tort action against a citizen, or violations of federal criminal civil rights laws and statutes.

Any act committed by a Seasonal PT Reserve Officer that would be an omission of duty or which constitutes gross and willful neglect or misconduct may not be covered by the department or City.

Any Seasonal PT Reserve Officer who receives notice in any form of an actual or an impending legal suit or claim shall immediately upon notice explain the circumstances to the Officer in Charge, who will provide that information as soon as possible to the Division Commander and the Chief of Police, who shall, in turn, provide appropriate notification to the Mayor and City Solicitor.


**Work Hours, Pay Schedule, and Yearly Agreement:**

As a part-time employee for the City of Salem, the total hours worked within the City to include any detail assignments cannot and will not exceed forty-hours in a pay period week (Saturday through Friday). Assignments for Seasonal PT Reserve Officers, excluding details, will not exceed 20 hours in a pay period week (Saturday through Friday) and will be paid at a rate of \$22.00 per hour.

The Salem Police Patrolman's Association agrees to the implementation of this Program, notwithstanding the provisions contained in Article 29 of the collective bargaining agreement between it and the City, for the period, May through October 2015. Any subsequent agreement to extend the Program beyond 2015 will be negotiated by the parties prior to March 15, 2016.

It is hereby agreed by the Chief of Police that the utilization of the Seasonal Part-Time Reserve Officers will not occur for events that have been offered to the full-time Patrol Officers in prior years and/or on assignments that lend themselves to full-time Patrol Officers.

On this 17<sup>th</sup> day of July 2015, the below signed do hereby agree to the language of the Seasonal Part-time Reserve Officer Program as detailed:

  
\_\_\_\_\_  
Officer William Riley, President  
Salem Police Patrolman's Association

  
\_\_\_\_\_  
Mary E. Butler  
Chief of Police

  
\_\_\_\_\_  
Kimberley Driscoll, Mayor  
City of Salem

  
\_\_\_\_\_  
Elizabeth Rennard, Esq., City Solicitor  
City of Salem



**AGREEMENT BETWEEN  
THE CITY OF SALEM AND  
SALEM POLICE PATROLMAN'S  
ASSOCIATION**

Consolidated agreement with amendments through  
June 30, 2010

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**AGREEMENT BETWEEN THE CITY OF SALEM AND  
THE SALEM POLICE PATROLMEN'S ASSOCIATION**

This Agreement, entered into by and between the City of Salem, hereinafter referred to as the "City", and the Salem Police Patrolmen's Association, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the City of Salem and such of its employees who are covered by the provisions of this Agreement, in order that more efficient and progressive public service may be rendered, and a peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1. BARGAINING UNIT**

The City, in accordance with the provisions of M.G.L. Chapter 150E, hereby recognizes the Association as the exclusive representative and bargaining agent for all members of the City's Police Department (hereinafter also referred to as "employees") who hold the rank of patrol officer, excluding sergeants, lieutenants, captains, chief, reserves, and all civilian employees.

**ARTICLE 2. POSTING OF NOTICES**

The City shall permit the use of all bulletin boards, located in the Police Station, by the Association for the posting of notices concerning Association business and activities.

**ARTICLE 3. BEREAVEMENT LEAVE**

Each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall be for five (5) calendar days commencing with the day of death; provided, however, no employee shall be required to attend work on the day of the funeral, if the funeral takes place more than five (5) calendar days after the day of death, and shall be granted leave without loss of pay on the day of the funeral in such case in the event of a death in his/her immediate family.

For the purposes of this Article, "immediate family" shall mean and include the following: stepmother, stepfather, mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, stepchild, sister-in-law, brother-in-law, grandparent, grandparent of the employee's spouse, or any relative living within the employee's household.

Additionally, one (1) day of funeral leave without loss of pay shall be granted to those employees who actually attend funeral services for the employee's aunt or uncle.

**ARTICLE 4. HEALTH AND WELFARE**

**Section 1.** Effective July 1, 2007, the City agrees to and shall pay seventy-nine (79) percent of health insurance premiums for the current health insurance plans, and the employee shall pay twenty-one (21) percent of such health insurance premiums. Effective July 1, 2008, the City agrees to and shall pay seventy-seven (77) percent of health insurance premiums for the current health insurance plans, and the employee shall pay twenty-three (23) percent of such health insurance premiums. Effective July 1, 2009, the City agrees to and shall pay seventy-five (75) percent of health insurance premiums for the current health insurance plans, and the employee shall pay twenty-five (25) percent of such health insurance premiums. Notwithstanding the previous sentences, the City's contribution for all PPO and indemnity plans shall be sixty-five (65) percent and the employee shall pay thirty-five (35) percent. The employee's portion of premium payment shall be on a weekly basis.

**Section 2.** Effective upon execution of this Agreement, the City shall implement a Cafeteria Plan, pursuant to Internal Revenue Service Code, Section 125, for all employee participants in said health insurance plans, tax-sheltering that amount of employee salaries deducted by the City to pay the employee share of health insurance premiums.

## **ARTICLE 5. PROFESSIONAL DEVELOPMENT AND TRAINING**

**Section 1.** Each member of the bargaining unit shall receive an annual payment for professional training and development for the purpose of maintaining a professional appearance in accordance with the Department's Revised Rules and Regulations, as follows: July 1, 2007 annual payment of \$2,775.00, July 1, 2008 annual payment of \$3,125.00 and July 1, 2009 annual payment of \$3,475.00. *Such annual allowance shall be paid as follows: \$1,725.00 shall be payable on the first payday in August of each year and the balance of the payment shall be payable on the first payday in February of each year.* This allowance shall not be included in base/annual salary for the purposes of computing overtime, court time, holiday pay, vacation pay, night differential, sick leave, injured leave pay and other compensable leave, but shall be deemed and is regular compensation for pension/retirement purposes.

**Section 2.** Each member of the bargaining unit shall be supplied with all necessary equipment as determined by the Chief.

## **ARTICLE 6. VACANCIES AND APPOINTMENTS**

**Section 1.** Seniority for the purposes of this Agreement shall be determined by the date of appointment to the rank. In case of a tie, the employee with the higher civil service mark shall be given preference, in case the mark is the same, the date of the application for the position shall govern.

All employees hired before June 30, 1980, who transferred from other Police Departments will retained their seniority for bidding purposes as is now in effect (i.e. vacation, Article 6, etc.). Effective July 1, 1980, any employee accepted on a transfer basis from any other Police Department or agency, or from any other City Department, shall have his/her seniority determined for such purposes by the date of his/her appointment to the Salem Police Department only, and shall have longevity, vacation leave and senior master and veteran patrol office pay similarly determined by the date of his/her appointment to the Salem Police Department only.

**Section 2.** Effective December 1, 1995, notwithstanding the termination date of this Agreement, employees who have completed their probationary period shall have the right and option to bid for and pick their shift by seniority, with preference given to employees in order of their seniority. A seniority pick shall be posted and made in November or December of each year. Each pick shall be first posted on or about November 1 of each year, and all employees shall be required to make their pick by seniority during the months of November and December. Employees shall be assigned to shift they have so chosen, in the first week of January of each year.

When an opening occurs within a division, the senior employee who requests the same in writing shall be given the opportunity to fill the vacancy, notwithstanding the provisions aforementioned that seniority bids and picks shall be made on a yearly basis. The vacancy shall be posted in a conspicuous place for at least one (1) week prior to filling the vacancy and the posting shall state the deadline for bids. All bids shall be submitted in duplicate and one (1) copy shall be promptly given to the Association. When an assignment involving a transfer is made from one division to another, other than in the course of the yearly pick, the procedure in the first sentence of this paragraph shall apply. When there are no bidders for a vacancy, the employee with the least seniority shall be assigned to fill the vacancy.



**Section 3.** The Chief shall give consideration to seniority and qualifications while exercising his/her judgment in assigning employees to special details, bicycle patrol, the vice squad, special service squad, meter shop, traffic investigation, safety officer and juvenile officer. Such assignments shall be at the discretion of the Chief in the best interest of the Police Department.

**Section 4.** An employee who is performing temporary, acting or provisional service in a higher rank shall be compensated for such service at the rate to which he/she would have been entitled had he/she been promoted to such rank. The City shall give consideration to qualifications and seniority in exercising its judgment in selecting employees for temporary, acting, and/or provisional appointments. The positions shall be posted, except in cases of scheduled time off in the event of the absence of a superior officer.

**Section 5.** A copy of all bid postings and any other document that is posted on the bulletin board affecting the members of the bargaining unit concerning the wages, hours, terms and conditions of employment shall be given to the Association.

**Section 6.** The City shall make every attempt to see to it that an existing civil service eligible list for promotion to a sergeant's rank run its two-year statutory term without another sergeant's eligible list being established prior to the end of such two-year period. In this regard, the City and its Police Chief agree not to request another sergeants' promotional examination sooner than six (6) months prior to the end of said two-year period, unless said eligible list is earlier exhausted.

**Section 7.** The provisions of this Article are subject to the grievance/arbitration provisions of this Agreement.

#### **ARTICLE 7. DUES AND SERVICE FEE**

**Section 1.** Pursuant to the provisions of Chapter 150E, Section 12, all employees covered by this Agreement who are not members of the Association will be required as a condition of employment to pay the Association, on or after the thirtieth day following the beginning of such employment or the effective date of the Agreement, whichever is later, a service fee which proportionately commensurate with the cost of collective bargaining and contract administration, but not in excess of Association dues. The service fee shall not apply to employees covered by this Agreement to whom Association membership is denied for any reason other than non-payment or non-tender of Association dues or initiation fees.

**Section 2.** The City agrees to deduct weekly from the pay of each employee in the bargaining unit who properly authorizes it, all Association dues, and shall transmit same monthly to the Treasurer of the Association.

#### **ARTICLE 8. SPECIAL LEAVE**

Each employee shall be granted special leave with pay for a day on which he/she is able to secure another employee to work in his/her place, provided:

- A. Such substitution does not impose any additional cost on the City.
- B. Such substitution is within rank only.
- C. The Officer-in-Charge of the division in which the substitution shall take place shall be notified in Writing on an appropriate form not less than two (2) days prior to its becoming effective, with a copy of the same to the Marshall's office. In the case of an emergency, such notification may be Made by telephone.
- D. Neither the Department nor the City is responsible for enforcing agreements between employees.

## **ARTICLE 9. UNUSED/ACCRUED TIME**

**Section 1.** Employees shall be compensated in cash, not later than June 1<sup>st</sup> of each year for all unused time off accrued during the preceding twelve (12) months on account of holidays, court time or for any other reason which has not been previously paid within said twelve (12) month period.

**Section 2.** Employees shall be paid in cash for any accumulated unused overtime and any other time off due them when they are permanently separated from employment as a result of voluntary resignation, retirement or death. In the event of death, payment shall be made to the estate of the employee or to his/her designated beneficiary. The amount of payment for all unused overtime and any other time off is to be calculated on a forty (40) hour week at the employee's rate of pay in effect on the payday immediately preceding the employee's separation or death.

**Section 3.** Each employee is allowed to accrue up to 24 hours of compensatory time at the rate of time and one-half for each hour worked (i.e. 16 hours of work equals 24 hours of compensatory time). Such time will be used and taken at the discretion of the Chief.

**Section 4.** The overtime roster shall consist of each unit member, and shall be maintained by the Chief's office and posted on the bulletin board.

**Section 5.** Employees shall be assigned to the following details in accordance with their seniority if they are qualified and available: parades, election days or emergencies declared by the Chief or the Mayor. Such assignments shall be entered on the overtime list provided in this Article.

**Section 6.** The record shall show the date of the call, and the response from each employee called as to whether it was refused or if there was no answer. If an employee refuses, he/she will automatically be passed by until a complete cycle of the list has been made. This list shall allow for a uniform method of rotation on a voluntary basis of off-duty employees. There shall be no discrimination against any employee who refuses to work overtime.

## **ARTICLE 10. ASSOCIATION BUSINESS LEAVE**

The members of the Association's Negotiation Committee shall be granted leave of absence from duty with no loss of pay or benefits for all meetings between the City and the Association, for the purposes of negotiating the terms of a collective bargaining agreement.

Each member of the Association's Grievance Committee shall be granted leave of absence from duty with no loss of pay or benefits for all meetings between the City and the Association, and for the purposes of processing grievances, when such activity takes place at a time during which such employee is scheduled to be on duty.

Reasonable requests for paid leave shall be granted for Association Conventions and Conferences. Paid leave shall apply in any case where the employee is attending a Convention or Conference as a delegate, as follows: two (2) delegates to the Association's Convention; one (1) delegate to the Annual Conference.

## **ARTICLE 11. PERSONAL LEAVE**

Each employee shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business. Such personal leave shall not exceed four (4) personal days in any one fiscal year, and, effective July 1, 1992, shall not exceed five (5) personal leave days in any one such year, and shall not be cumulative. Such leave shall be subject to prior approval of the Chief or his/her designee, at least one (1) employee assigned to Platoon 1 and at least one (1) employee assigned to either of Platoons 2 and 3, shall be granted, upon request, one (1) day of personal leave for each day. These foregoing trial period provisions shall not derogate from and shall be in addition to present practice as to vacation scheduling.

**ARTICLE 12. EXTRA PAID DETAILS**

The following provisions shall govern the assignments of extra paid details to employees where the detail is to be paid by another city, by a government body or by an outside group, corporation or organization. Such assignments shall be made by the Chief or his/her designee on a voluntary basis and shall be distributed among unit members as evenly as possible. No unit member shall accept any such assignment unless the same is made by the Chief or his/her designee. Two (2) hour minimum shall be paid in case of cancellation unless the employee is notified at least one (1) hour in advance. When possible, a job of eight (8) hours or more shall be divided equally.

No such assignment shall be made until the person or organization requesting a paid detail(s) has agreed to pay the following rates:

**A. Regular Detail Rate**

Minimum Four (4) hours details

Detail Rate is \$40.00 plus a 10% Administrative Fee which is returned to the City General Fund.

All work over five (5) hours shall have an eight-hour minimum guaranty, excepting City jobs.  
*All work over 8 hrs will be paid at a time and a half rate or Sixty (\$60.00) Dollars per hour.*

**B. Holiday Detail Rate**

The detail rate for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be Fifty-two (\$52.00) Dollars per hour, for all hours, with a minimum of four (4) hours.

**C. Strike Detail Rate**

The detail rate for strike duty shall be Sixty (\$60.00) Dollars per hour and Sixty-five (\$65.00) Dollars per hour for the officer in charge, for all hours, with a minimum 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 post(s).

In calculating the length of time of a detail, the time shall commence from the time an employee reports to the detail assignment and shall thereafter be continuous, without interruption, until the completion of the detail assignment.

**D. Assignments**

1. Details involving jobs of construction or destruction impeding the normal flow of traffic or safety of the public shall require the services of a police officer.
2. Companies involved in a strike shall be notified by the Chief that a minimum of two (2) employees shall be on duty.

In clarification of the provisions of this Article, employees hired by other cities/towns shall be paid the extra paid detail rates above set forth.

The City agrees to appropriate the sum of \$12,000.00 to be placed in the special fund authorized by C. 44, Section 53C of the General Laws, to be used to pay employees for paid details worked by them within two (2) weeks thereafter.

## **ARTICLE 13. WORK SCHEDULE**

**Section 1.** The City and the Association have reached agreement that the then current reserve officers' list has been absorbed into the regular complement.

**Section 2.** The regular workweek of employees shall consist of not more than forty (40) hours, the regular workday shall be eight (8) hours.

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

Platoon 1 is the day Platoon; its hours are from 8:00am to 4:00pm

Platoon 2 is a night Platoon; its hours are from 4:00pm to 12:00 midnight (First Half)

Platoon 3 is a night Platoon; its hours are from 12:00 midnight to 8:00am (Last Half)

Platoon 2 and 3 shall alternate between first and last half tours of duty as provided in Section 2A of this Agreement.

### **Section 2A. Work Schedule, Day-off or Squad Schedules**

All employees will be assigned four (4) days on, and receive two (2) consecutive days off. All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually, and not less than two (2) consecutive days off weekly, under said four-and-two work schedule, and this in accordance with past practice.

All employees under such four-and-two work schedule so-called shall receive fourteen (14) regular days off in each six (6) week period; within each such six (6) week period, the work cycle for the four-and-two work-week shall be completed. An employee's days off shall drop back one (1) day every week.

Employees working the night shifts (platoons 2 and 3) shall go on days-off after a first-half tour of duty and shall return from days-off for a last half tour of duty, then work a second last half tour of duty on the next work day followed by a first-half tour of duty on the next work day, then go on his/her two (2) consecutive days off, and then return to work a last-half tour of duty following a long day-off, to work the same cycle.

**Section 2B.** Effective July 1, 1993, amend Section 3 of Article 13 by increasing the night differential from seven (7) to nine (9) percent.

**Section 3.** Those employees whose regularly scheduled hours every working day commence 3:00pm, 5:00pm, 11:00pm or at 12:30am shall be paid a premium of nine (9) percent over their regular wages.

The night differential premium paid shall be applied uniformly on all hours worked by an employee during the recognized "night hours" and to "court time" for regularly assigned "night employees", and shall be incorporated into the base pay for computing all wage related benefits.

## **ARTICLE 14. PAY PLAN**

The pay plan shall appear as Appendix A of this Agreement, and is made part of this Agreement by this reference.

## **ARTICLE 15. OVERTIME**

An employee who is ordered by the Chief or his/her designee to report for duty during the period of time that he/she normally would be off duty shall be paid at a rate of time and one-half his/her straight-time hourly rate of pay computed on the basis of a normal work week. An employee who is called in or so detailed shall be paid a minimum of four (4) hours at the time and one-half rate of pay. Regular or private jobs shall be given to regulars first, regardless of rank, and distributed evenly and posted weekly on the bulletin board. Standby time on duty will be a minimum of two (2) hours at time and one-half (1 ½).

Notwithstanding the foregoing provisions of this Article, the Chief of Police may require each member of the bargaining unit to report for duty for up to four (4) hours in the aggregate during each fiscal year (July 1 – June 30) commencing fiscal year 1996, without the payment of overtime therefore, to attend special meetings, group activities, and public functions, as example, provided, however, no employee shall be required to attend political functions or rallies. These four (4) hours may be divided into two (2), two-hour (2) components or one (1), four-hour (4) component. Unused hours in any fiscal year shall not be carried forward in a subsequent fiscal year.

## **ARTICLE 16. COURT TIME**

An employee who attends court or hearings as a witness for the Commonwealth in a criminal case at a time when he/she is not scheduled to work, shall be paid for all time in attendance at court based on a normal work week, but in no event less than four (4) hours such pay at time and one-half (1 ½).

Court time at District and Superior Courts shall include travel time and the employee's time shall be continuous in Court until dismissed or the court day has ended.

An employee who is serviced with a subpoena to appear in court as a witness in a civil case shall be paid in the same manner as in a criminal case. If an employee's involvement results from an off-duty occurrence, he/she will not be eligible for the foregoing compensation. ✓

If an employee does not receive at least twelve (12) hours' notice of cancellation of a scheduled court appearance, and such court appearance is cancelled without twelve (12) hours' notice, the employee shall be paid three (3) hours of overtime pay on each such occasion.

## **ARTICLE 17. HOLIDAYS**

The following days shall be considered holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, First Monday in September, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Each employee shall receive, in addition to his/her weekly compensation, an additional day and one-half pay, computed as three-tenths of his regular weekly compensation, based upon a forty-hour (40) week, for each of the above holidays, regardless of whether the employee works said holiday(s) or not. Employees injured in the line of duty shall receive holiday pay as provided by the statute.

**ARTICLE 18. VACATIONS**

Vacation time shall be in accordance with the following vacation schedule, and shall be in addition to normal days off and shall accrue in accordance with present practice, provided, however, employees with twenty (20) or more years of service shall receive additional vacation leave in accordance with the following schedule:

32 weeks to 5 years	14 working days
5 years to 10 years	21 working days
10 years or more	28 working days

**COMMENCING YEARS OF SERVICE – ADDITIONAL LEAVE**

20 years	1 working day
21 years	2 working days
22 years	3 working days
23 years	4 working days
24 years	5 working days
25 years	6 working days
26 years	7 working days.

The present practice of paying each employee two (2) holiday vacation days, in December of each year, at straight-time rates, shall continue.

The present system of choosing vacation by seniority within ranks shall be continued. Vacation schedules shall be posted by February 15<sup>th</sup> of each year, and employees shall pick their vacation by seniority within thirty (30) days after first posting. Use of single vacation days may be granted with the approval of the Division Commander or, in his/her absence, the Officer in Charge, provided that the public safety needs of the City are not compromised, it conforms to current practice of allowable vacation days per shift (2), and unless the nature of the request is in response to a true emergency, reasonable and adequate notice is provided, as determined by the Division Commander or the Officer in Charge, as the case may be.

Vacation leave shall accumulate and accrue during an employee's injured leave under MGL, C. 41, section 111F, in accordance with present practice. Vacation leave and pay shall vest on July 1 of each year, and during each fiscal year on an employee's anniversary date when he/she reaches any of the eligibility milestones set forth above.

Not more than eighteen (18) vacation days may be carried forward into the next fiscal year, at an employee's option.

*Employees assigned to the Patrol Division who work a regularly scheduled tour of duty:*

- a. on Christmas shall, effective July 1, 2004, receive an additional vacation day;*
- b. on Thanksgiving shall, effective July 1, 2005, receive an additional vacation day; and*
- c. on New Years shall, effective July 1, 2006, receive an additional vacation day.*

**ARTICLE 19. LIFE INSURANCE**

The City agrees to purchase additional life insurance for employees covered by this Agreement. As permitted by statute governing hazardous employment, the City will pay the subsidy rate for this insurance, with the employees paying a minor subside rate of one (1) percent.

## **ARTICLE 20. GRIEVANCE PROCEDURE**

Complaints, disputes, or controversies of any kind which arise between one (1) or more employees and the City or its agents concerning the working conditions, hours of work, wages, fringes, or rates of pay referred to in this Agreement, or which are provided for by any statute, rule, regulations, or policy, which is not in conflict with this Agreement, may be processed as a grievance under the following Procedure:

**STEP 1.** Grievances may be first presented by the employee and/or the Association Steward to the Chief of Police, and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with his/her Association representative over the Department communication system, telephone or other available means to advise him/her of the grievance. The Chief of Police may, on request, permit the employee and/or the Association representative to be excused for a reasonable period (as determined by the Chief of Police) from their regular duty, without loss of pay, for the purpose of meeting to discuss the grievance. Step 1 may be omitted by mutual agreement. Grievances shall be filed within forty-five days of the occurrence or reason to know of the matter, which gave rise to the grievance.

**STEP 2.** If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Association and presented to the Chief of Police. The Chief shall meet with the Grievance Committee within five (5) days from the time the grievance is presented to him/her and he/she shall answer the grievance in writing within forty-eight (48) hours after the meeting.

**STEP 3.** If the grievance is not resolved in Step 2, the Grievance Committee may refer the grievance to the City or its representative within ten (10) days from the receipt of the Step 2 answer. The Mayor or his/her representative shall meet with the Grievance committee within five (5) days to discuss the grievance and will answer the grievance in writing within five (5) days after the meeting.

**STEP 4.** If the grievance is not satisfactorily adjusted in Step 3, it may thereafter be submitted to arbitration, within forty-five (45) days, by written notice to the City, attention its Mayor, to such effect.

The arbitrator shall be selected by mutual agreement of the parties. If the parties shall fail to agree on the selection of an arbitrator, the Association may request the American Arbitration Association to provide a panel of arbitrators from which the selection of a single arbitrator shall be made in accordance with its voluntary labor arbitration rules. The arbitrator's fees shall be shared equally by the parties.

The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The award of the arbitrator shall be final and binding upon the parties hereto.

All grievances beyond Step 1 shall be presented in writing through the Steps of the grievance and arbitration procedure and shall state, in reasonable detail, the nature of the grievance and the remedy requested.

Any of the time limits outlined in this Agreement may be changed at any time by mutual agreement of the parties acting at any Step.

Grievances of a general nature or affecting a group of employees may be filed at Step 2 at the option of the Association.

Any dispute arising between an employee(s) and the City, which is submitted as a grievance for resolution under this Agreement, shall not be arbitrable under any section of this Agreement, if such dispute or grievance is a suitable matter for submission to the Massachusetts Civil Service Commission. Notwithstanding the provisions of the foregoing sentence, employees shall not be suspended, discharged, have punishment duty imposed or otherwise disciplined except for just cause. Any dispute concerning whether such cause exists may be a subject of grievance and arbitration under the terms of this Agreement; provided, however, an employee may not pursue his/her grievance/arbitration remedies and his/her statutory

Civil Service Commission/Retirement Board remedies, if any, with respect to the same dispute, but must elect between them in writing, such election to be made at Step 4. If an employee elects arbitration, any action previously taken by the appointing authority pursuant to Chapters 31 and 32 will be considered the equivalent of a Step 3 determination; and his/her election in writing will constitute the grievance hereunder.

## ARTICLE 21. SICK LEAVE

### Section 1. Sick Leave

- A. Members of the Department as of July 1, 1980 shall continue to enjoy the same sick leave provisions in effect within the Department prior to July 1, 1980.
- B. The following sick leave provisions shall apply to all employees hired after July 1, 1980.
1. Each such employee shall be credited with sick leave with pay at the rate of one and one-quarter (1 ¼) days per calendar month worked, which sick leave may accumulate without limitation. The term "work" shall not include non-service connected illness other than authorized maternity /paternity time, provided, however, a "calendar month worked" shall be any calendar month during which such employee does not use eight (8) or more days of sick leave. If any employee does not use eight (8) or more days of sick leave for that calendar month, he/she shall be credited with sick leave as aforesaid.
  2. In the event such employee suffers a major illness during the first five (5) years of his/her employment, for which sick leave is not available under the provisions of paragraph (B) (1), or (B) (3), such employee, may at the discretion of the Chief, with the approval of the Personnel Director, be permitted to utilize sick leave attributable to the employee's future employment, up to a maximum of ninety (90) days, *and for employees hired after January 1, 2005, seventy (70) days*, if he/she so requests. Any such employee who requests and is granted future sick leave credits shall repay such advanced sick leave credits at the rate of one and one quarter (1 ¼) days for each two and one-half (2 ½) days of sick leave credited to him/her on an on-going basis, as provided in paragraph (B) (1), above, until such employee has repaid such advance sick leave credits. At such time as all such advanced future sick leave credits have been repaid, such employee shall then be entitled to full credit for future sick leave earned by him/her on an ongoing monthly basis, as provided above.
  3. Notwithstanding the provisions of paragraph (B) (1) and (B) (2) above, such employee shall be granted extended sick leave benefits, until his/her retirement or termination if he/she suffers from a catastrophic or prolonged illness caused by any of the following diseases: cancer, disabling paralysis caused by brain or spinal tumors, polio, multiple sclerosis, Addison's disease, coronary or cerebral thrombosis, cystic fibrosis, disabling limb amputations, chronic tuberculosis, chronic congestive heart failure, chronic rheumatic fever, and major fractures of the pelvis, spine, neck or skull.
  4. Sick leave of each such employee shall accumulate and accrue during such employee's injured leave under 41, Section 111F, in accordance with present practice.
- C. Upon the employee's retirement, voluntary or involuntary from the Department or on the employee's death, he/she or his/hers heirs at law, if he/she is deceased, shall be reimbursed in a lump sum payment at the basic rate pertaining to his/her rank at the time of his/her retirement or death for accumulated sick leave allowance with a maximum of 90, *and for employees hired after January 1, 2005, 70 day*, provided, however, employees first employed after the execution date of the Agreement shall be required to work ten (10) years before they become eligible for the foregoing payments.



- D. Sick leave shall be granted for illness of the employee only. *In the event that an employee is absent three (3) consecutive work days, he/she may be required to provide the Chief with a physician's note prior to returning to duty, in accordance with past practice.* In those cases where the Chief has reason to believe that an employee is abusing sick leave, the chief will notify the employee in writing that he/she suspects the employee of abusing sick leave and from that point on, on each occasion when said employee calls in sick, he/she will be subject to a physical examination by a physician paid for by the City of Salem. In case the examinations shows that the employee is not sick as claimed, then the Chief may administer disciplinary procedures against the employee. There shall be a graduation of severity of any discipline ensuing upon any sick leave abuse. Such discipline shall be subject to the grievance and arbitration procedure of this Contract.
- E. *Effective upon execution of this Memorandum, an employee requesting to be excused from work due to illness or non-work related injury, after working four (4) hours or less on his/her scheduled work shift, shall be charged one-half a sick day from his/her sick leave accumulation.*

## **Section 2. Sick Leave Additional Provisions**

An employee, who is on long-term sick leave (i.e. 14 days or more), or what is anticipated to be a long-term sick leave, will be eligible to participate in the following limited duty program, subject to the provisions of this section.

- A. Such employee must provide the Chief of Police with a physician's certification of his/her capacity to perform limited duty assignments. The Chief of Police may require that the employee be examined by a City physician. If a City physician does not agree that the employee is fit to return to limited duty tasks, the matter of the employee's ability so to return from sick leave may be referred, at the City's request, to a neutral physician, who shall be selected from an agreed upon list (to be established by the parties), and paid by the City. The decision of the neutral shall be final and binding on both parties.

If the neutral physician is in agreement that the employee is capable of performing limited duty tasks, then the employee's sick leave accumulation shall be credited with all sick leave used by the employee commencing from a date seven (7) days after the City is in receipt of the employee's physician's certificate above referred to. In the event the employee's accumulated sick leave has been exhausted by the time the City receives the neutral physician's report, the employee shall be entitled to sick leave credits equivalent to the number of days of his/her absence on sick leave commencing from a date seven (7) days after the City is in receipt of the employee's physician's certificate above referred to.

- B. An employee shall be fit to return to duty if capable of performing limited police duties on either Full time or less than full time basis, subject to the provision contained in this Section.

Limited duty tasks are the following:

- I. **COMMUNICATION ROOM\***
- a. Dispatch
  - b. Desk Operation – Telephone/Computer
- \*officer must complete all necessary E911 training*

**II. ADMINISTRATIVE & AUXILIARY SERVICES**

- a. General clerical work
- b. Evidence control
- c. Warrant management

**III. SPECIAL OPERATIONS**

- a. Training (non-physical)
- b. Crime Prevention
- c. Media Relations
- d. Computer Operation

**IV. Such other assignments/tasks as may be agreed upon by the Chief and the Association and Approved by the employee's attending physician.**

The foregoing limited police duties shall be station in-house duties unless otherwise agreed by the Chief of Police and the Association. The Chief of Police will make reasonable efforts to make an assignment to the same shift as the employee is currently assigned. The Chief of Police shall determine whether a position is available which the employee is capable of performing and may or may not assign him/her to fill the position, provided, however, the Chief of Police shall not unreasonably withhold limited duty assignments from any such employee who requests them while on sick leave. Assignments to limited duty tasks may be changed at the discretion of the Chief, subject only to the provisions contained in this section.

- C. Limited duty assignments shall not involve prisoner contact. There will be no disciplinary action taken against an employee assigned to perform limited duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.
- D. An employee who is regularly assigned to night duty and who is assigned to daytime limited duty shall continue to receive his/her night shift differential while assigned to the day shift.
- E. Limited duty assignments will not be made to avoid seniority choices of employees in accordance with other provisions of this Agreement, nor shall any employee on full duty be bumped from his then assignment within the station as a result of an employee or employees being assigned limited duty under this section.
- F. It is understood that assignments to limited duty tasks pursuant to the provisions of this Section are Temporary in nature and shall not extend beyond the period of disability for full duty.

**ARTICLE 22. INJURED LEAVE**

Whenever an employee is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her own, or an employee assigned to special duty by his/her superior officer, whether or not he/she is paid for such duty by the City, is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity, in accordance with M.G.L. C. 41, s. 111F. The term "duty" shall include limited duty tasks as described and defined in the Article. The term "pay" shall include all of an employee's regular compensation and benefits, including, but not limited to wages, specialist pay, longevity, education incentive pay, holiday pay, night differential, weapons pay and *professional development pay*. (no longer clothing/cleaning)

- A. When an employee finds it necessary to be absent from his/her duties because of any such injury, he/she or his/her spouse or agent shall notify his/her commanding officer or the Chief of Police of his/her absence as soon as possible thereafter. A notice of injury form should be completed by the employee each time any such injury occurs.
- B. An employee so absent from duty shall be entitled to examination and treatment by a physician and/or hospital of his/her own choice. The City shall continue to indemnify employees in connection with expenses arising from such injury in accordance with M.G.L., C. 41, section 100.
- C. The Chief may designate a physician to examine the employee once notice of injury is given, and shall have the authority to designate a physician to conduct further examination at any time during the period of absence to determine whether incapacity continues to exist and whether the employee is fit to return to full or limited duty.
- D. If the employee's physician and the City physician disagree as to such "fitness", they shall there upon jointly designate a physician agreeable to both who shall examine the employee and render a written medical opinion as to the employee's fitness to return to full or limited duty, copies of which shall be transmitted by him to both the City physician and the employee's physician. Pending receipt of such an opinion, the City may or may not require the employee to return to duty in accordance with the following:
1. If the employee's physician determines that the employee is "fit" for limited duty and the City physician determines the employee is fit for "regular" duty, then the employee may be ordered to return to "limited" duty.
  2. If the employee's physician determines that the employee is not "fit" for any duty and the City physician determines that the employee is "fit" for "limited" duty, then the employee shall not be ordered to duty.
  3. If the employee's physician determines that the employee is not "fit" for duty and the City physician determines that the employee is fit for regular duty, then the employee shall not be ordered to duty. However, in the event that the opinion of the designated physician is not rendered within three calendar weeks following the disagreement between the employee's physician and the City physician, the employee may be ordered to return to "limited" duty. If the third physician determines that the employee is not fit to return to duty, the employee shall be continued on paid injured leave. If the third physician determines that the employee is fit to return to duty, the employee shall no longer be continued on paid injured leave.
- The opinion of the third physician shall be final and binding on the parties. The expense of the third physician shall be borne by the City.
- E. No injured leave benefits shall be granted for any period after an employee has retired or has been pensioned or has been terminated for reasons other than his/her incapacity in accordance with law or for any period after a physician, jointly designated as above set forth, determines that the employee's incapacity no longer exists or it fit for limited duty.
- F. An employee shall be fit to return to duty if capable of performing limited police duties on either a full time or less than full time basis, subject to the provisions contained in this section.

G. Limited duty tasks are the following:

- I. Communications Room\*
  - a. Dispatch
  - b. Desk Operation – Telephone/Computer
- II. Administrative and Auxiliary Services
  - a. General Clerical Work
  - b. Evidence Control
  - c. Warrant Management
- III. Special Operations
  - a. Training (non-physical)
  - b. Crime Prevention
  - c. Media Relations
  - d. Computer Operation
- IV. Such other assignments/tasks as may be agreed upon by the Chief and the Association and Approved by the employee's attending physician.

\* must complete 911 training

The foregoing limited police duties shall be station in-house duties unless otherwise agreed by the Chief of Police and the Association. The Chief of Police will make reasonable efforts to make An assignment to the same shift as the employee is currently assigned. The Chief of Police shall determine whether a position is available which the employee is capable of performing and may or may not assign him to that position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief, subject only to the provisions contained in this Section.

Limited duty tasks shall not involve prisoner contact. There will be no disciplinary action taken against and employee assigned to limited duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.

An employee who is regularly assigned to night duty and who is assigned to daytime limited duty shall continue to receive his/her night shift differential while assigned to the day shift.

- H. Limited duty assignments will not be made to avoid seniority choices of employees in accordance with other provisions of this Agreement, nor shall any employee on full duty be bumped from his/her then assignment within the station as a result of an employee or employees being assigned limited duty.
- I. It is understood that assignment to limited duty tasks pursuant to the provisions of this Section are Temporary in nature and shall not extend beyond the period of disability for full duty.
- J. An employee assigned to limited duty shall be entitled to indemnification as set forth in M.G.L. C. 1, Section 100. The provisions of this Section shall not constitute a waiver of said rights.
- K. In the event an employee is unable to continue to perform limited duty tasks, and his/her physician so states, the third physician process above provided shall be resorted to in the event the City's physician disagrees, provided, however, the third physician process in such event cannot be resorted to unless at least 30 days of limited duty tasks have elapsed. However, pending the conclusion of such process, the Chief of Police may continue the employee on limited duty, or may return him/her to paid injured leave status.
- L. Nothing in this Section shall preclude an employee returning to limited duty on the advice of his/her own physician, subject, however, to the Chief's discretion as set forth in Paragraph 6 of this section.

M. An employee returning to limited duty shall wear his/her uniform or plain clothes as determined by the Chief of Police, provided, however, a determination by the Chief that an employee shall wear his uniform shall take into account the safety of the employee and the possibility of re-injury or exacerbation of injury.

**ARTICLE 23. SICK/INJURED LEAVE – LIMITATIONS ON LEAVING THE STATE**

An employee on sick leave or injured leave for three (3) or more consecutive days, will be required to inform the Division Commander anytime he/she intends to be absent from the State of Massachusetts for a period of time exceeding twenty-four (24) consecutive hours.

Such employees shall contact or notify, in person, by telephone or direct verbal communication, their Division Commander, or in his/her absence, the Executive Officer, or the Officer in Charge, stating the purpose for leaving the state, the destination(s) and the estimated date of return to the State of Massachusetts, and if permission is given as hereinafter set forth, any changes in the date of his/her expected return. Sick or injured employees must obtain permission for every such absence from the State of Massachusetts, including time period during which, if the employees were working, would be non-work hours or days off, until they return to work.

Division Commanders, the Executive Officer or the Officer in Charge who may be contacted by employees requesting permission so to be absent, will maintain records of all requests, and permission granted, in the central computer system.

Employees absent from the State of Massachusetts without notifying the Police Department, prior to their departure, may be subject to disciplinary action.

The denial of any requests for permission to be absent from the State of Massachusetts or disagreement with the application of the above provisions shall be subject to the grievance arbitration provisions of the Agreement and may be commenced at Step 2 and shall be resolved on an expedited basis.

**ARTICLE 24. EDUCATIONAL COMPENSATION**

The City agrees that, having accepted the provision of M.G.L. Chapter 41, Section 108L, it shall pay all employees so entitled police career incentive base salary increases as provided for in and by said Chapter 835, as amended in 1976. ✓

Educational incentive pay shall be included in the base pay/annual salary for the purpose of computing overtime, court time, holiday pay, vacation pay, night differential, sick leave pay, injured leave pay and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes.

**ARTICLE 25. LONGEVITY PLAN**

Employees with the following requisite years of service shall receive an annual payment in accordance with the following schedule:

	<u>July 1, 2001</u>	<u>July 1, 2002</u>	<u>July 1, 2003</u>
5 or more	\$ 700	\$ 800	\$ 900
10 or more	\$ 900	\$1,100	\$1,100
15 or more	\$1,100	\$1,200	\$1,300
20 or more	\$1,200	\$1,300	\$1,400
25 or more	\$1,300	\$1,400	\$1,500

*2, 3 to 4, 5  
Five figures*

Longevity shall be payable on the first payday in December of each year.

Longevity shall be included in computation of overtime, court, holiday pay, vacation pay, sick leave, injured leave and other compensable leave, as is the case with education incentive pay, and shall be considered and is regular compensation for pension purposes.

#### **ARTICLE 26. WEAPON PAY**

Upon each annual qualification with a service revolver, each employee shall be paid \$450 effective July 1, 1994 and \$500, effective July 1, 1995. The City shall arrange for qualifications so that such payment shall be made no later than May 1<sup>st</sup> of each year. Weapon pay shall be considered and is regular compensation for pension/retirement purposes.

#### **ARTICLE 27. RIGHTS OF MUNICIPAL GOVERNMENT**

Except as modified by specific language of this agreement, the City, the Mayor, and the Chief reserve and retain all the lawful powers and customary rights of municipal government.

#### **ARTICLE 28. MISCELLANEOUS**

**Section 1.** The City shall defend all civil actions brought against an employee, subject to the additional provisions of this Article. The City shall indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000.00 arising out of any claim, action, award, compromise, settlement, or judgment by reason of an intentional tort or such act or omission was action within the scope of his/her official duties. No such employee shall be defended or indemnified if he/she acted in a grossly negligent, willful, or malicious manner.

**Section 2.** In the event that any employee is charged with committing a criminal offense in the course of his/her work performance and while on duty, the City may, in its sole discretion, provide legal counsel to and defend such employee in the District and Superior Courts, at its expense. If the City elects not to provide legal counsel to and defend such employee, and such employee is subsequently found not guilty of such accusations in a court of law, or if such accusations against him/her are dismissed by a court of law or by an authorized clerk of such court, the City will reimburse such employee for reasonable attorneys' fees and witness fees, if any, incurred by such employee in defending himself/herself against such charges. Such payment will be made after review by the City Solicitor or the City. Prevailing area legal rates shall apply.

**Section 3.** The preceding sections will not apply to any legal actions where a complainant or an adverse party is a member of the Salem Police Department. In the event of such an action, the City shall exercise sole and exclusive discretion concerning whether or not to defend and/or indemnify such employee. This section shall not be subject to the grievance procedure of this contract.

**Section 4.** The Chief, the Superintendent of Central Motor and an Association Officer, shall inspect and discuss the vehicular condition of patrol cars every sixty (60) days. This is to include the following: lights, tires, cleanliness, and all other vehicular conditions.

**Section 5.** A Performance Evaluation Committee, to consist of two (2) City designees, one of whom shall be the Chief of Police, and three (3) Association designees, is hereby established to study and make report to the parties concerning a performance evaluation program.

**Section 6.** Effective thirty (30) days after execution of this Agreement, the City shall issue employees itemized pay checks, showing detail earnings, overtime, court-time, and the like, in addition to itemization of wages and deductions.

**Section 7.** Effective on execution of this Agreement and subject to all the provisions of this Section, the Chief of Police reserves the right to assign and use civilian dispatchers to receive and dispatch telephone and radio calls to employees, operate computer equipment in the dispatch center, and perform related non-police services in such center and shall give the Association not less than ninety (90) days notice of his/her intent so to do. The right of the Chief is subject to the continuing condition precedent that at all times two unit members shall be assigned as house officers to the front desk/dispatch center and perform the duties of the house officer position. The parties agree that if at any time the City assigns fewer than two unit members as house officers to the front desk/dispatch area, or if the City asserts or interposes any objection, defense or assertion of managerial prerogative or power with respect to the assignment of unit members as house officers, whether as matter of law, in arbitration proceedings, or otherwise, then the provisions of this Section shall, upon fifteen (15) days written notice from the Association's Board of Officers to the City, shall be deemed null and void and of no effect.

**Section 8.** Garage Passes. Not more than three (3) passes to the municipal parking facilities will be provided to the Police Department for use of bargaining unit employees to attend work-related court appearances.

**Section 9.** Hepatitis B Vaccine. An employee who receives the Hepatitis B Vaccine and is required to Pay a health insurance co-payment shall be entitled to reimbursement of such co-payment. Proof of payment must be submitted to the Police Chief's office for reimbursement payment.

**Section 10.** Bulletin Board. A bulletin board shall be designated by the Chief (placed in the guard room) for the posting of notices concerning Association business and activities.

**Section 11.** Team Policing. The parties agree as a matter of principle to the concept or philosophy of team policing, as it applies to the methods of how a "beat" or "area" is policed by the employees assigned to the shifts set forth in this Agreement. The parties agree to meet to organize the structure, communication and approach of team policing, and subject to the terms and provisions of this Agreement, to implement same no later than January 1, 1998 (except as a later date may be agreed upon by the parties).

## **ARTICLE 29.       HIRING OTHER POLICE PERSONNEL**

The City of Salem or the Chief, under no circumstances, shall hire, or engage any person or persons, whether paid or not, for police duty, other than a regular permanent member of the Police Department, unless no regular officer be available, provided, however, if three (3) or more regular police officers are on injured or sick leave status, and such status, based on statements of attending physicians, is expected to continue for forty-five (45) calendar days or more in each case, then a reserve police officer may be employed by the City during the continuance of their injured or sick leave status, on a one for one basis for each officer such absent officer beyond two (2). Upon return to duty of that number of regular police officers which would reduce the number of regular officers on injured on sick leave status to less than three (3), the employment of reserve police officers to fill in for the third or more regular officers on injured or sick leave status, shall forthwith be terminated. Subject to the foregoing, regular police officers shall be first offered the

opportunity to work on an overtime service basis before the City employs a reserve officer only if regular police officers are unavailable shall a reserve police officer be employed by the City.

The provisions of this Article shall not affect the hiring of civilians for school crossings or the Civil Defense Act, and its operation by the city.

If the City wishes to engage so-called police cadets for a one week period in June, July and August it may do so, provided the parties mutually agree on the duties, which such cadets shall perform.

**ARTICLE 30. DRUG TESTING PROGRAM**

The drug testing program, as amended by the April 2001 Memorandum of Agreement shall appear as Appendix B of this Agreement, and is made part of this Agreement by this reference.



**ARTICLE 31. EFFECTIVE DATE**

This Agreement shall become effective on July 1, 2007, or at such later date as to certain provisions thereof, as may be specifically referred to in this Agreement, and shall continue in full force and effect until 11:59pm on June 30, 2010.

On or after January 30, 2010, negotiations for a successor agreement shall be effective on the termination of this Agreement, June 30, 2010, shall be commenced upon request of either party to the other.

In the event that negotiations are not completed by 11:59 pm on June 30, 2010, this Agreement shall remain in full force and effect until a complete and total new agreement is executed by the parties.

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

FOR THE CITY OF SALEM

FOR POLICE PATROLMAN'S ASSOCIATION

\_\_\_\_\_  
Kimberley Driscoll, Mayor

\_\_\_\_\_  
Nancy O'Donnell, President

Bargaining Committee

\_\_\_\_\_ Brian Norris

\_\_\_\_\_ David Tucker

Witnessed by:

\_\_\_\_\_, Lisa Cammarata, HR Director

\_\_\_\_\_, Richard Viscay, Finance Director *see signature sheet*

**APPENDIX A.**

(a) Effective July 1, 2007, employees shall be paid the following annual salary:

Rates as of:	Step 1	Step 2	Step 3	Step 4	Step 5
<b>June 30, 2007</b>	<b>38,141.00</b>	<b>40,138.00</b>	<b>41,835.00</b>	<b>42,563.00</b>	<b>42,874.00</b>
July 1, 2007 +2%	38,903.82	40,940.76	42,671.70	43,414.26	43,731.48
July 1, 2008 +2%	39,681.90	41,759.58	43,525.13	44,282.55	44,606.11
July 1, 2009 +2%	40,475.54	42,594.77	44,395.63	45,168.20	45,498.23

**SPECIALISTS:** Specialists, including desk/house officers, shall receive an additional one Thousand (\$1,000.00) dollars annually. Officers shall receive this pay in a lump sum payment payable in the first pay day in December of each year. This payment shall continue to be factored into the weekly/hourly rate and paid weekly in accordance with past practice.

Effective July 1, 1997, CID officers performing function of detective and/or other specialty function within the division shall receive Two Thousand Five Hundred dollars annually. Fifteen Hundred (\$1,500.00) dollars of which shall be a lump sum payment payable in the second pay period of December of each year, but not factored into the weekly/hourly rate in accordance with past practice, and One Thousand (\$1,000.00) dollars of which shall continue to be factored into the weekly/hourly rate and paid weekly as aforesaid.

Effective July 1, 1997, bike officers, the computer officer, warrant/evidence officer, field training officers, the DARE officer and the detail officer shall receive an additional Five Hundred (\$500.00) dollars annually. Effective July 1, 1998, employees assigned to the Honor Guard and Dive Team, the Asst. DARE Officer, Computer/Training Officer, Domestic Violence Officer, **and no more than three (3) Spanish Interpreters** shall each receive an additional Five Hundred (\$500.00) dollars annually. This payment shall continue to be factored into the weekly/hourly rate and paid weekly in accordance with past practice for specialists other than house officers.

**SENIOR/MASTER/VETERANS PAY:** Effective July 1, 2004, the annual payment of for the requisite years of service shall be as follows:

	Effective July 1, 2001	Effective July 1, 2002	Effective July 1, 2003	Effective July 1, 2005	Effective July 1, 2006
5 years (senior)	\$1,650	\$2,000	\$2,400	\$2,400	\$2,400
10 years (master)	\$2,500	\$2,850	\$3,250	\$3,250	\$3,250
15 years (veteran)	\$3,350	\$3,700	\$4,100	\$4,100	\$4,100
20 years (sr. veteran)	N/A	N/A	N/A	\$4,300	\$4,600

This is payable on the first pay day of December. These payments will not factor into the base pay, but retirement deductions shall be withdrawn.

**DEFIBRILLATOR PAY:** Employees shall be paid defibrillator pay, effective July 1, 2004, of \$100 per year; effective July 1, 2005, \$250 per year; and effective July 1, 2006, \$425 per year. Such payment shall be made in the second payday of July in each year. Defibrillator pay shall be considered regular compensation for pension/retirement purposes.

All of the above payments shall be considered wages for pension/retirement purposes and retirement deductions shall be withdrawn.

## APPENDIX B. DRUG TESTING PROGRAM

**Section 1.** This Program establishes uniform internal policy and procedures to govern the administration of a screening process to test unauthorized use of specific illicit drugs. It is adopted to rationally foster the operation of the Police Department and to establish a reasonable and uniform system by which the City can monitor employees for unauthorized drug use.

**Section 2.** *The methods of implementing this program to identify employees (ho)are users of certain specific controlled substances (non-prescriptive) shall be:* ✓

(A) *Testing of those employees where facts are sufficient to constitute probable cause of controlled substance use as further described in this Appendix; and*

(B) *Annual, unannounced RIAH drug testing for those officers with the following specialty designations: Dare, Detective, Safety, CID, School Resource, Warrants, Details, Evidence, Domestic Violence and Juvenile. Annual, unannounced testing shall only occur within thirty (30) days prior to or post the affected employee's birth date.*

*In conducting this periodic testing, the provisions of Sections 3, 4 (exclusive of Paragraph 1) 7, 8, 9, 10, 13, and 14 of this Program shall apply.*

**Section 3. Disciplinary Action.** In the event that an employee, who having tested positive, absent verified evidence of prescriptive drug use, and if the employee's test, if requested by him, is not negative, all as provided for in Section, then said employee shall be given the opportunity to participate in the drug rehabilitation program as is provided for in this Article. As part of agreeing to so participate, the employee shall execute a waiver of his rights under General Laws, Chapter 31, section 41 through 45, and under the collective bargaining agreement concerning the implementation of the following disciplinary action:

(A) A thirty (3) work-day suspension, without pay, shall be immediately imposed, twenty-two (22) days of which may be held in abeyance at the discretion of the Chief of Police.

(B) In the event that the Chief of Police holds part of the thirty (30) work-day suspension in abeyance, if the employee subsequently fails to satisfactorily complete the drug rehabilitation program and/or test positive during the random testing period, absent verified evidence of prescriptive drug use, the remainder of the thirty (30) work-day suspension, which was held in abeyance, shall be imposed and will constitute the completion of disciplinary action as a result of the initial positive drug test, from which no appeal shall be taken, having been waived. The Chief then may initiate new disciplinary proceedings, up to and including discharge, as a result of the employee's failure to satisfactorily complete the drug rehabilitation program and/or test positive during the random testing period, absent verified evidence of prescriptive drug use.

**Section 4. Employee Rights.** An employee's refusal to be drug tested on a probable cause basis may subject him to disciplinary action by the City, up to and including discharge, subject, however, to the provisions of Chapter 31 of the Mass General Laws, Section 41-45, and of this Agreement permitting an employee to elect arbitration of such disciplinary action.

An employee's refusal, on positive drug testing, where the independent test, if requested, is not negative, and where the employee has not provided the Chief of Police with verified prescriptions as to drug issuance and use, to fully participate in and successfully complete a drug rehabilitation program(s), as contained herein, including drug counseling, evaluation, and/or treatment, may subject him to disciplinary action up to and including discharge, subject, however, to the provisions of Chapter 31, Sections 41-45 of the Mass General Laws, and of this Agreement permitting an employee to elect arbitration of such disciplinary action.

Confirmation of the presence of one of the specified drugs, if non-prescriptive, as above provided, in an employee's hair specimen, may, as with his refusal to be drug tested or his refusal to fully participate in and successfully complete said program(s), set in motion the operation of M.G.L. C.31, Sections 41-45, and employee election to arbitrate any disciplinary action resulting therefrom. Said Sections 41-45 protects and provides the legal rights of tenured civil service employee. Under these provisions, an employee entitled to a full hearing, and a subsequent de novo Civil Service Commission or Retirement Board hearing (the latter in the event of discharge if an employee is otherwise eligible under C. 32, Section 16), or arbitration, at all of which the City has the burden of proving the charges against the employee. The City shall bear the burden of proving the presence of non-prescriptive drugs in hair specimens.

**Section 5.** **Probable Cause Testing:** In circumstances where the facts are sufficient to constitute a reasonable suspicion that an employee is a user of certain non-prescriptive controlled substances, the Chief of Police shall have the right to require that employee submit without delay to a hair analysis test. The employee involved shall be advised by the Chief of Police of the facts and circumstances constituting his determination of "probable cause" in each instance.

Probable cause shall be based on information of objective facts obtained by the City and the rational inferences, which may be drawn from those facts. The credibility of the sources of information, the reliability of the facts or information, the degree of corroboration, the results of City inquiry and/or other factors shall be weighed in determining the presence or absence of probable cause. Such determination shall be made by the Chief of Police in each instance. Notwithstanding the foregoing, determination of probable cause shall comport with constitutional guarantees and limits.

**Section 6.** **Notification of Testing:** The employee to be tested on the basis of probable cause, shall be notified immediately following his being advised of the facts and circumstances thereof, pursuant to Section 5

At the time of the test, he shall be notified of the specific drugs listed in Section 10, or which of them, are to be screened by the test. The Procedure's Officer shall have the responsibilities set forth in this Article.

**Section 7.** **Hair Analysis Hair Sample:** The hair sample shall be taken at the Salem Police Department Headquarters by a person designated by the Chief who is trained and certified in hair collection and will be referred to as the Collections Officer. The hair samples will be forwarded, as soon as possible after collection and when the U.S. Postal Service is in operation, to Psychomedics Corporation or other drug testing laboratory designated by the Salem Police Department who are qualified and certified in hair analysis and have no direct or indirect affiliation with the City of Salem, but are independent, third party contracted by the City.

The hair sample will be no less than an inch and one half in length and approximately one half inch in width when laid across the finger in a single strand layer. The sample will be taken, when feasible, from the crown of the employee's head. However, if the length of hair or amount of hair is insufficient for a sample, then the hair collection may be taken from other parts of the body containing hair in substantial quantity and length, such as underarm, chest, or legs. If an officer, through his/her own actions and choice does not have sufficient hair sample in any of the body hair collection sites identified above, then the Chief will have no choice but to suspend the officer until a sufficient hair sample can be collected from one of the above identified hair collection sites.

**Section 8. Testing Procedure:** The cutting procedure will start with a pair of scissors and a hair clip cleaned by alcohol. The sample will be taken from the crown of the head, when feasible. If not feasible, the sample will be taken from the areas described in Section 7 of this Article. The hair clip will be used to hold hair out of the way of the sample. If hair is sparse at any body collection location, then the sample will be taken in multiple small cuttings from the same body collection location. The hair sample will be visibly equal to one half inch wide when held flat across your finger. Hair will be cut as close to the scalp as possible.

The hair sample will then be placed into the supplied foil with the roots ends extending one quarter inch beyond the foil end. The foil will be folded with the hair enclosed and placed into the white card. The white card will then be sealed with a red Integrity Seal over the designated spot. The Collections Officer will then sign and date the seal. The Collections Officer will sign the white card and place the date and time the sample was taken and the employee's (subject) id #, which will be the department computer issued number. The employee (subject) will then initial the white card to indicate they are the test subject, that the hair contained is theirs and that they witnessed the Collections Officer place their hair into this sealed white card.

The Collections Officer will then complete the Standard Test Request Form. The Collections Officer will sign their name to the form, place the date and Salem, MA as the City and State of the collection. The Collections Officer will then write the employee (subject's) ID number. The Collections Officer will check the appropriate box for where the source of hair sample was taken. The Collections Officer will ask the employee what kind of medication they have recently taken. The Collections Officer will then take the Standard Test Request Form and place the top copy into the clear plastic Collection Pouch, along with the sealed white card. The Collections Officer will then seal the Collection Pouch and request the employee (subject) to initial and date the Collection Pouch. By initialing the Collection Pouch, the employee (subject) is certifying that they know that the sample contained in the Pouch is their sample.

The Collections Officer will insure that the Collections Pouch containing the sealed sample and Standard Test Request Form is kept in a secured and locked cabinet if shipment is to be delayed because the U.S. Postal Service is not in operation.

When the sample is ready to be shipped, the sample will be placed in a shipping envelope and sent via overnight carrier. Results will be forwarded to the Chief of Police within approximately one week, unless further testing is needed on the sample, as determined by the testing laboratory.

Post-positive testing shall be completed and will include a gas chromatography/mass Spectrometry confirmation and RIAH Safety Net testing for all substances listed in Article 10.

All surplus hair from samples testing positive shall be stored and retained by the testing facility for a minimum of one year.

**Section 12. Prescription Drugs:** At the time an employee provides the medical officer or site collections person a urine specimen, the employee shall also provide said officer or person a confidential written statement as to whether the employee is using any prescription drugs. The Chief of Police may require an employee tested positive in both the initial and secondary confirmations tests, (that is, having minimum cut-off levels greater than those set forth in Section 10) to provide him a copy of any such prescriptions for drug purchase and use, which prescription issuance and use he may verify at his discretion. The Chief of Police upon receipt thereof, shall maintain a record of same in confidential manner, available only to the employee and to the Association at the employee's written request.

The analysis/testing of a urine specimen, if both the initial and secondary confirmation tests are positive, but the employee's independent test is negative, (that is, equal to or below the minimum cut-off levels set forth in Section 10) or the fact of prescriptive use of said drugs or any of them, so verified at the Chief's discretion, shall preclude any City disciplinary action against the employee, or any requirement that he participate in the program(s) or counseling referred to in this Article.

In the event that both the initial and secondary confirmation tests of an employee's urine specimen is positive, and if the employee's independent test, if requested by him, is not negative, then unless the employee has prescriptions for the purchase and use of or continuing the drug(s) tested for, pursuant to Section 10, which prescriptions has been issued for the employee's use by a medical physician licensed in Massachusetts, and such issuance has been verified by the Chief of Police at his discretion, the employee shall be relieved of duty and placed on vacation, sick or other compensable leave with pay, to the extent such is available to him. He shall then be evaluated and shall participate in the Police Department's drug rehabilitation program(s), which may include counseling, in accordance with

**Section 13. Drug Rehabilitation Program:** Should any employee participate in the Drug Rehabilitation Program, he/she shall be relieved of duty and excepting for the suspension period that may be imposed under Section 3, be placed on vacation, sick or other compensable leave with pay, to the extent such leave is available to him/her. Said employee shall be required to fully participate in said rehabilitation program, which may include evaluation and recommendation by a medical psychiatrist or physician, licensed in Massachusetts, or by a psychologist qualified in drug counseling evaluation, similarly licensed in Massachusetts. Said program(s) may be in-patient or out-patient, and may include counseling.

The evaluators, the medical psychiatrists or physician, or psychologists, the drug counseling program(s) and/or drug/treatment program(s) shall be approved by the Chief of Police, and shall contract with the City for the services requisite hereunder. They shall, however, be independent contractors, with no relationship or connection, directly or indirectly, with the City, its Police Department, the City's Hospital or School Department; that is, they may not be part, in any way, of the City's corporate structure.

The employee shall cooperate with said evaluators, and shall participate fully in the Police Department's drug treatment and/or drug counseling program(s). During such period, the employee shall remain entitled to and shall receive all his/her medical, health and life insurance benefits.

After the employee has satisfactorily completed said drug treatment and/or drug counseling program(s), he shall return to duty with the Police Department and shall be subject to unannounced drug testing in accordance with the urine collection and testing procedures set forth above in this Article, for a two year period after completion of said program(s) or after first testing, whichever shall first occur. If the employee is again found to have used any of the aforespecified drugs (if non-prescriptive), that is, if both the initial and secondary confirmation tests are positive, he may be subject to disciplinary action, up to and including discharge, subject, however, to the provisions of M.G.L., C. 31, Sections 41-45, and of this Agreement.

As concerning said unannounced drug tests, the employee will be subject to such tests during both on-duty and off-duty time. In the event that such unannounced test occurs during off-duty time, the employee shall not be compensated therefore under any provision of the Agreement.

**Section 14. Costs of Program:** All employer testing, including the independent test of the urine specimen, if requested by an employee, shall be at the sole expense of the City.

Any medical treatment that may be required by the employee shall be the responsibility of the employee, whether through health insurance coverage or other mean.

**Section 15. Drug Testing Advisory Committee:** A Drug Testing Advisory Committee is established with membership as follows, which shall meet from time to time, but at least twice a year, to advise the parties on procedural and technical matters pertinent to the drug testing program hereby established.

The members of the Committee shall include (2) representatives of the Association, the Chief of Police, the Personnel Director of the City and two (2) more specialists qualified in the various sciences pertinent to the conduct of drug testing, such as pharmacology, toxicology and pathology, selected by the Chief.

The Committee shall offer recommendations to the parties on the procedures and mechanics of conducting the drug testing program, and on the science of drug testing, with a view to maintaining fairness, objectivity, accuracy and confidentiality in the entire drug testing program.

Also, the Committee shall make recommendations on the following:

- (a) Changes and improvements in science and technology which will improve the effectiveness of laboratory testing for the detection of drug use among employees.
- (b) Appropriate external proficiency testing and internal quality assurance procedures For evaluating the performance of drug testing laboratories.

- (c) Procedures for the certification, de-certification and re-certification of laboratories for drug analysis.
- (d) To improve the effectiveness of the drug testing program.

**Section 16.** **Severability, etc.:** The terms and provisions of this Article are severable and if any of its terms/provisions shall be held unconstitutional or otherwise be modified or rendered invalid or inapplicable by a court of competent jurisdiction (or by an arbitrator), the decision of the court (or said arbitrator) shall not affect or impair any of the remaining terms and provisions of this Article, which shall remain in full force and effect. The parties agree that should any terms or provisions be so held unconstitutional, modified, rendered invalid, or inapplicable, by a court of last resort or by a court whose decision is not appealed by the City or the Association, or by an arbitrator, whose award is not vacated by a court, then the parties shall promptly commence bargaining concerning the term or provision struck, modified or held unconstitutional.



**APPENDIX C. AUTHORIZATION TO OBTAIN MEDICAL INFORMATION**

To:

This will authorize you to provide to Chief Paul F. Tucker, Police Department, City of Salem, a written report of your examination of the undersigned scheduled for \_\_\_\_\_ at your office, regarding my physical condition as revealed by your observations, examination, and history given.

This authorization is made with reservation of rights under the contract between the City of Salem and the Salem Police Patrolmen's Association.

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF SALEM AND THE  
CITY OF SALEM POLICE PATROLMAN'S ASSOCIATION**

**MAY 2011**

The City of Salem ("City") and the City of Salem Police Patrolman's Association ("Association") enter this Memorandum of Agreement ("Memorandum") to extend their collective bargaining agreement which expired on June 30, 2010 except as herein modified:

**1. Duration**

July 1, 2010 through June 30, 2011.

**2. Salaries – Appendix A**

Amend the salary schedule in Appendix A subparagraphs (a) through (f) inclusive as follows:  
June 30, 2011, 11:59PM; +1.75%

**3. Health Insurance**

Effective no later than October 1, 2010, all bargaining unit employees shall be enrolled in the City of Salem's current health insurance plan, BCBS Network Blue New England Options, v.3, ("Options Plan") and the City shall establish a reimbursement account for out-patient and in-patient hospital deductibles.

**Article 4, Health and Welfare is amended by deleting the first paragraph in its entirety and replacing it with the following:**

The City agrees to and shall pay seventy-five (75%) percent of health insurance premiums for the current health insurance plans, and the employee shall pay twenty-five (25%) percent of such health insurance premiums, except the City's contribution for all PPO and indemnity plans shall be sixty-five (65%), and the employee shall pay thirty-five (35%) percent. The proportion of the City and employee premium payments for health insurance shall be made from pre-tax dollars. Employee deductions shall be made four (4) times per month.

The City shall establish a health care reimbursement fund for those active employees enrolled in the Options Plan. The City will reimburse those employees enrolled in the Options Plan any funds spent by the employee on the employee's or covered family member's hospital in-patient deductible (\$200.00 for Enhanced Providers and \$400.00 for Basic and Standard Providers) or out patient deductible (\$100.00). Verification of expense shall be provided by the subscriber through an invoice and proof of payment.

**4. Professional Development**

Amend Article 5 as follows:

An increase of \$550.00 in the Professional Development Stipend to be paid as follows: a lump sum payment effective July 1, 2010 of \$250.00 to be paid within thirty (30) calendar days after execution of this Memorandum of Agreement; a lump sum of \$300.00 to be paid on June 30, 2011.

**5. Sick Leave:**

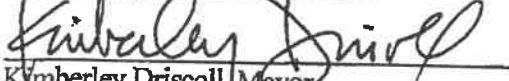
Upon execution of this Memorandum, employees shall be entitled to use accumulated sick leave to care for ill members of their family as follows:

The employee may use a sick day for an immediate family member's illness, doctor visit(s), surgery(ies), and sickness(es). Sick leave use under this Section is limited to five (5) days. For the purpose of this

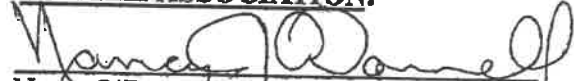
Article, the term immediate family member shall mean and include the following: mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, child, spouse, or any relative living within the employee's household.

Signed this 27 day of June, 2011.

**FOR THE CITY OF SALEM:**

  
Kimberley Driscoll, Mayor

**FOR THE ASSOCIATION:**

  
Nancy O'Donnell, President

Peterson

**MEMORANDUM OF AGREEMENT**  
between the  
**CITY OF SALEM**  
and the  
**SALEM POLICE PATROLMEN'S ASSOCIATION, MCOP LOCAL 426**

The parties hereby agree to a new three-year collective bargaining agreement to be in effect from July 1, 2011 through June 30, 2014. Except as amended in this Memorandum, the terms and provisions of the prior contract will be carried over into the successor contract.

1. Duration

This is a 3-year contract from July 1, 2011 through June 30, 2014.

2. Wages

- a. July 1, 2011 – \$800 lump sum increase to Professional Development paid as separate check; Professional Development shall then be \$4825 on July 1, 2012.
- b. July 1, 2012 – 2% COLA Increase.
- c. June 30, 2013 – Full Professional Development, Gun and Defibrillator Stipends are Rolled into Base Pay
- d. July 1, 2013 – 2% COLA Increase on new base pay which includes Full Professional Development, Gun and Defibrillator Stipends which have been rolled into Base Pay

3. Stipends

Amend the contract effective July 1, 2012 to provide for the following stipends. First stipend to be paid in FY 13 and payable following execution of this MOU and subsequent stipend to be paid on the first pay day in July, not added to base:

- a. Canine Officers (3) \$500 each
- b. CIU Officer (1) \$500
- c. SRU Officer (3) \$500

d. Traffic Officers (2) \$500 each

4. Sick Leave Buyback, Amend Article 21 to provide:

- a. Employees with 10 Years of Service: Effective January 1, 2012 employees with ten or more years of service shall be eligible to buyback fifty percent (50%) of their sick leave accrual to a maximum of forty-five days of their sick leave accrual with each day valued at one hundred twenty-five dollars (\$125); provided however, that employees who exercise this option must retain at least thirty (30) days of their accrued credit.
- b. Employees with 5 Years of Service: Effective January 1, 2012 employees with at least five years of service shall be eligible to buyback a maximum of forty-five days of their sick leave accrual with each day valued at sixty-five dollars (\$65); provided however, that employees who exercise this option must retain at least fifteen (15) days of their accrued credit.
- c. The above buyback plan is voluntary. Employees may buy back the above time after January 1, 2013.
- d. Employees hired after January 1, 2013: Shall not be eligible for sick leave buyback upon their voluntary or involuntary retirement. Such employees shall be eligible for an annual buyback in January of each year of up to two (2) sick leave days, with each day valued at two-hundred fifty dollars (\$250) and any such annual buyback shall be deposited directly into the employee's deferred compensation account. Eligibility for this annual buyback is conditioned upon an employee's not having used more than fifty percent (50%) of his/her sick leave accrual in the prior year. This buyback is voluntary.

5. Buyback of Stipends upon Retirement

- a. All Stipends rolled into the base on June 30, 2013 shall cease to be paid at retirement effective June 30, 2014.
- b. The parties agree to enter into a side letter of agreement which extends the date of June 30, 2014 to July 30, 2014 so that the above referenced stipends may be paid at retirement.

6. Mandatory Direct Deposit

Effective January 1, 2013, all employees shall receive pay by direct deposit into a checking or savings account eligible to receive such deposits.

7. Educational Incentive

The parties agree to immediately form a joint labor management committee consisting of representatives of the Union and the Police Chief to address educational incentive for employees hired after July 1, 2009.

8. Drug Testing Policy

The current drug testing policy shall be amended to include testing for steroids. In addition, the language will be clarified to reflect reasonable suspicion as the standard. The language of this policy will be reviewed and agreed upon by the Union.

CITY OF SALEM

SALEM POLICE PATROLMEN'S  
ASSOCIATION, MCOP LOCAL 426

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Date: January 2, 2013

**Side Letter of Agreement**

**Pursuant to the Memorandum of Agreement between the City of Salem and the Salem Police Patrolmen's Association, MCOP Local 426, dated January 2, 2013, the Professional Development, Gun and Defibrillator Stipends rolled into the base pay on June 30, 2013 shall cease to be paid at retirement effective June 30, 2014. This side letter of agreement shall extend the date of June 30, 2014 to July 30, 2014 so that the above referenced stipends may be paid at retirement for those who retire prior to this date.**

**CITY OF SALEM**

**SALEM POLICE PATROLMEN'S  
ASSOCIATION, MCOP LOCAL 426**

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**Date: January 3, 2013**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF SALEM AND THE  
CITY OF SALEM POLICE PATROLMAN'S ASSOCIATION**

**MAY 2011**

This Memorandum of Agreement ("Memorandum") between the City of Salem ("City") and the City of Salem Police Patrolman's Association ("Association") is an Amendment to the Collective Bargaining Agreement between the City and the Association, as amended and consolidated effective June 30, 2010.

The parties agree to amend Article 28, Section 7 by deleting this section in its entirety and replacing it with the following:

Effective January 1, 2011, the Chief of Police may assign and use civilian dispatchers to receive and dispatch telephone and radio calls to employees, operate computer equipment in the dispatch center, and perform related non-police duties in such center. The desk officer will perform the same duties as the civilian dispatcher and may, on occasion, handle civilian complainants at the front window. This officer may, at the direction of the superior, be responsible for booking and related duties. The City shall maintain one unit member per shift as a desk officer who shall be on duty at all times. In the event that a civilian dispatcher is unavailable, the Chief may, at his discretion, assign a second unit member as a desk officer. The Chief may utilize a spare patrol officer or fill this temporary dispatch vacancy on an overtime basis by either a civilian or police officer. All other house officers, five in total, assigned to the front desk/dispatch center at the time of this Agreement shall return to uniform patrol when the civilian dispatchers are trained and in place. The least senior officer shall return to uniform patrol unless a more senior officer volunteers for such a placement. Officers returning to patrol shall maintain their 2010 shift hours and annual stipend until the December 2010 bidding and 2011 assignment occurs. As a result of the hiring of civilian dispatchers, two uniform patrol positions shall be added to the traffic division. Seniority shall be one factor considered when making the appointment to the traffic positions.

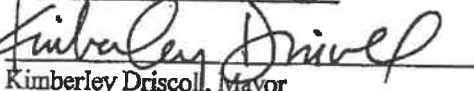
- 3) The City shall compensate employees as follows:
- A) A stipend of \$200.00 to be paid within thirty (30) days of the execution of this Memorandum.
  - B) A one-time stipend payment of \$150.00 to be paid on June 30, 2011.
- 4) The Association agrees to withdraw Case No. MUP-11-6145 as filed with the Division of Labor Relations with prejudice.

**5. Sick Leave and Detail Assignments**


The Chief shall implement a policy relative to sick leave and detail assignments. Any officer with six or less sick days in any calendar year shall not be eligible for a detail assignment until 32 hours have passed since the beginning of the officer's sick leave, seven sick days shall require a 48 hour waiting period and eight or more sick days shall require a 96 hour waiting period. The Chief shall consider any consecutive sick days supported by a doctor's note to equal one occurrence of sick leave. Any planned sick leave of one day shall not be considered a sick day under this provision.

Signed this 16 day of June, 2011.

**FOR THE CITY OF SALEM:**

  
Kimberley Driscoll, Mayor

**FOR THE ASSOCIATION:**

  
Nancy O'Donnell, President