

DRAFT

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into on this 31st day of July, 2017, by and between the authorized representatives of the Salem Police Superior Officers 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, through June 30, 2020, with the following new terms to be incorporated therein:

- 1) Wages. Change Appendix A Salary Schedule such that the annual base pay for superior officers reflect increases of 2.5% on July 1, 2017, 2.5% on July 1, 2018, and 3% on July 1, 2019 such that the provision reads as follows:**

Base Salaries:

Annual Salaries increase by 2.5% effective on and retroactive to July 1, 2017

Captain	\$95,072.70
Lieutenant	\$81,959.24
Sergeant	\$70,654.51

Annual Salaries increase by 2.5% effective on July 1, 2018

Captain	\$97,449.52
Lieutenant	\$84,008.22
Sergeant	\$72,420.87

Annual Salaries increase by 3.0% effective July 1, 2019

Captain	\$100,373.01
Lieutenant	\$86,528.47
Sergeant	\$74,593.50

- 2) Change Article XXII Sick Leave, Section 2 adding the following new paragraph to the section:**

“Superior Officers who were hired as patrol officers or transferred into the department 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 \$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 the employee not having used more than 50% of his/her sick leave accrual in the prior calendar year. The buyback is voluntary and must be initiated by the employee each January.”

- 3) Change Article VIII Special Leave by adding the following paragraph:**

H. Superior Officers who work on Halloween, October 31, shall be entitled to one day off as Excused Time (E-Time). Such time may not be taken in circumstances where the officer’s absence will result in the payment of

overtime. Such time is not compensated monetarily by the City of Salem. It does not apply to swaps or overtime shifts and cannot be carried over to the next calendar year.

4) New Reopener Clause:

Should the Salem Police Patrolmen's Association negotiate a contract that in the aggregate has a greater percentage value than the wage increases provided in this MOA, for the July 1, 2017- June 30, 2020 term of the contract, the Union shall have the right to reopen negotiations of this memorandum of agreement for the sole purpose of negotiating for additional compensation equal to the percentage value received by the Salem Police Patrolmen's Association. In addition, should the Salem Police Patrolmen's Association negotiate an increase in the Detail rate or any changes concerning Details for the July 1, 2017-June 30, 2020 term of the Contract, the Union shall have the right to reopen negotiations of this memorandum of agreement for the sole purpose of negotiation concerning the Detail rate or other Detail issues.

Agreed upon this 31 day of July, 2017.

Salem Police Superior Officers Association

LT James M. Wilbur
President

City of Salem

Kimberley L. Driscoll
Kimberley L. Driscoll, Mayor

Side Letter

This Side Letter is entered into on this ____ day of July, 2017, by and between the authorized representatives of the Salem Police Superior Officers Association (Union) and the City of Salem (City) and reflects additional agreements reached by the parties during the negotiation of the agreement of the Union and the City to amend and extend the existing collective bargaining agreement for an additional three years, through June 30, 2020. The parties further agree to the following:

1) To Negotiate Changes to Vacation and Personal Leave Usage on Shifts:

As the parties recognize that there are issues with staffing and overtime resulting from the use of vacation and personal time, the City and the Union agree that the Union shall meet with the Chief prior to September 30, 2017, to resolve issues regarding the number of vacation and personal days that may be utilized by unit members on a given shift so as to minimize these effects.

2) To Continue to Meet to Refine and Implement the Performance Evaluation Process:

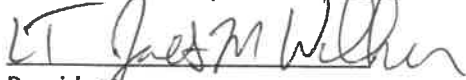
As the parties are committed to completing and implementing the performance evaluation process agreed to in the prior contract and required under M.G.L. Chapter 31, the City and the Union agree to meet regularly until all outstanding issues are resolved and to hold a minimum of three meetings prior to December 31, 2017 ahead of an extension of the previously agreed implementation date to January 1, 2018.

3) To Meet to Review Issues and Potential for Retirees to Work Details and Staff Special City Events:

To accommodate the Union's longstanding interest in exploring the ability of Salem Police Department retirees to work details, the City agrees to meet with the Union prior to November 30, 2017, to discuss Salem Police Department retirees working details as well as working in a non-uniformed capacity for special City events.

Agreed upon this 20th day of July, 2017.

Salem Police Superior Officers Association



President

City of Salem



Kimberley L. Driscoll, Mayor



**AGREEMENT BETWEEN
THE CITY OF SALEM AND
SALEM POLICE SUPERIOR OFFICERS
ASSOCIATION**

**Consolidated agreement with amendments through
June 30, 2017**

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**CONTRACT
BETWEEN
THE CITY OF SALEM
AND
THE SALEM POLICE SUPERIOR OFFICERS ASSOCIATION**

This Agreement entered into by and between the City of Salem, hereinafter referred to as the "City", and the Salem Police Superior Officers Association, hereinafter referred to as the "Association". Whereas this Agreement has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours, standards of productivity and performance, and any other terms and conditions of employment it is, therefore, mutually agreed as follows:

**ARTICLE I
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 police officer members of the City's Police Department (hereinafter also referred to as "employees") who hold the rank of sergeant, lieutenant and captain, excluding all others.

**ARTICLE II
BULLETIN BOARDS**

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 III
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. 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: spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, child, stepchild, grandparent or spouse's grandparent or any relative living within the employee's household. Two (2) day of bereavement leave shall be granted for aunt or uncle.(2011-14)

**ARTICLE IV
HEALTH AND WELFARE**

The City of Salem 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 of Salem's contribution for all PPO and indemnity plans shall be sixty-five (65%) percent and the employee shall pay thirty-five (35%) percent. The proportion of the City of Salem and employee premium payments for health insurance shall be made from pre-tax dollars. (2010-11)

The City shall establish a health care reimbursement fund for those active employees enrolled in the Options Plan. Effective November 1, 2010, the City will reimburse those employees enrolled in the Blue Cross Blue Shield Network Blue New England Options v. 3 health insurance plan any funds spend by the employee on the employee's or covered family member's hospital in-patient (\$200 for Enhanced Providers and \$400 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.

The City shall offer officers the opportunity to opt-out of the City's health insurance plan in exchange for a monetary contribution as set forth in the Health Insurance Opt-Out Program Covering Fiscal years 2011 and 2012.(2010-11)

ARTICLE V PROFESSIONAL DEVELOPMENT AND TRAINING

Section 1. Each member of the bargaining unit shall receive an annual payment of *\$4,025.00**, effective *July 1, 2011*, for professional training and development for the purpose of maintaining a professional appearance in accordance with the Department's Revised Rules and Regulations. *Such annual allowance shall be paid in two installments as follows: effective July 1, 2011, \$1,975.00 shall be payable on the first payday in August of each year and \$2,050.00, the balance of the payment, shall be payable on the first payday in February of each year.* Retroactive pay will be received for these increases for August 2011 and August 2012 and for February 2012 and February 2013. 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. **The sum of \$250.00 which was included prior as part of the Article V has been redirected for payment in consideration of Article XXXI.*

As of June 30, 2013, since Professional Development pay is being rolled into the base salary, there will not be separate pay for Professional Development after February 2013.

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

ARTICLE VI VACANCIES AND APPOINTMENTS

Section 1. Seniority: Seniority for the purposes of this Agreement shall be determined by the date of permanent promotion to the rank. In the event that two or more employees are permanently promoted to the same rank on the same day, the employee with the higher civil service mark shall be given preference, in case the mark is the same, the senior member on the department shall govern. Effective July 1, 1998, seniority, as it applies to longevity, vacation leave, and senior/master/veteran superior officer pay shall be determined by the date of the employee's appointment to the rank of Sergeant or above. Employees covered by this Agreement prior to July 1, 1998, shall not be affected by the addition of this provision.

Section 2a. Job Assignments: When an opening occurs within the Patrol Division, the Chief shall give consideration to seniority and qualifications in exercising his/her judgment in selecting employees, within ranks, for such openings. 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 given to the Association.

Section 2b. Shift Assignment: When an assignment involving a transfer from one (1) division to another (Days, First Half, Last Half), the senior police officer within the rank who requests same in writing shall be given the opportunity to fill the vacancy. When there are no bidders for a vacancy, the officer 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 officers to the Traffic Division and to the Criminal Investigation Division.

Section 4. Out-of-Rank Service: An employee who is performing temporary, acting or provisional service in a higher rank shall be compensated for such service at the rank 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 or appointing employees for temporary, acting and/or provisional service. The positions shall be posted except in cases of scheduled time off in the event of a superior officer.

Section 5. A copy of all bid postings and any other document 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 exercise good faith efforts in requesting the *Human Resources Division* of the Commonwealth of Massachusetts, not less than twenty (20) weeks prior to the holding of a promotional examination by said Division, to include the Police Department of the City in the group of municipalities to whose officers said examination shall be given, in order to assure that a valid eligibility list with the meaning of M.G.L., Chapter 31, Section 25, for the ranks of lieutenant and captain, be continually in effect in the City (i.e., that each two year eligible list for promotion to the applicable rank be forthwith succeeded by another such eligible list). *The City of Salem shall not merge the promotion lists for either Lieutenant or Captain.*

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

ARTICLE VII AGENCY FEE

Pursuant to the provisions of Chapter 150E, 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 weekly, an Agency Service Fee equal to, but not in excess of weekly Association dues. This provision shall not apply to person covered by this Agreement to which Association membership is denied for any reason other than non-payment or non-tender of Association dues or initiation fees. The provision shall be effective within thirty (30) days after the date of execution of this Agreement.

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 VIII 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 Chief's office. Except 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.
- E. *Effective July 1, 2004: Officers who work a regularly scheduled tour on Christmas Day shall receive an additional vacation day.*

Effective July 1, 2005, Officers who work a regularly scheduled tour on Thanksgiving Day shall receive an additional vacation day.

Effective July 1, 2006, Officers who work a regularly scheduled tour on New Year's Day shall receive an additional vacation day.

- F. *While working a Patrol "Short Day" (two regularly scheduled shifts in one day) on any of the three (3) 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.*
- G. *While working a Patrol "Short Day" (two regularly scheduled shifts in one day) on July 4th and/or May 30th (Memorial Day) and both shifts are worked by the employee, then they will receive an Extra Excused Time Day (E-Time). (2011-14)*

ARTICLE IX UNUSED/ACCRUED TIME

Section 1. Employees shall be compensated in cash no later than June 1st 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 compensated 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, discharge, 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 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.

Section 3. Each employee is allowed to accrue up to twenty-four (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). Times 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 seniority if qualified and available: parades and election-day polls. Officers shall be expected to work on parades, election 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 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 X LEAVE

The members of the Association's Bargaining Committee shall be granted leave 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 the Contract.

Each member of the Association's Grievance Committee shall be granted leave 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 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 XI 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. Effective July 1, 1992, such personal leave shall not exceed five (5) days in any one (1) fiscal year, and shall not be accumulative. Such leave shall be subject to prior approval of the Head of the Department or his/her Agent.

ARTICLE XII EXTRA PAID DETAILS

The following provisions shall govern the assignments of extra police officers 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 agent on a voluntary basis and shall be distributed among unit members as evenly as is possible. No police officer shall accept any such assignment unless the same is made by the Chief or his/her Agent. Two (2) hours minimum shall be paid in case of cancellation unless the officer is notified at least one (1) hour in advance. ***All work over five (5) hours shall have an eight (8) hour minimum guarantee, except city jobs.*** 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 services has agreed to pay the following rates:

The hourly rate shall be forty-five dollars (\$45.00) per hour with a minimum of four (4) hours, plus a 10% Administrative Fee, which is returned to the City General Fund by law. Any portion in excess of eight (8) hours shall be paid at the rate of sixty-seven dollars and fifty cents (***\$67.50***) per hour.(2014-17)

Supervisory detail rates shall be an additional five dollars (***\$5.00***) per hour or twenty dollars (***\$20.00***) per four (4) hour detail. Supervisory rate shall include those details where a superior officer oversees four (4) or more officers. For those details requiring more than four (4) officers, the fifth (5th) officer shall be a superior officer.

Superior Officers shall be paid for details worked from the C. 44, Section 53c fund previously established by the City.

Details at all strikes shall be compensated at sixty-seven dollars and fifty cents (***\$67.50***) per hour with a minimum of four (4) hours, plus five dollars (***\$5.00***) per hour if a supervisor is required. Companies involved shall be notified by the Chief that an officer must be on duty.

The Detail rate for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be sixty-seven dollars and fifty cents (***\$67.50***) per hour, for all hours, with a minimum of four (4) hours. If a supervisor is required, there will be an additional five dollars (***\$5.00***) per hour.

City of Salem/Department of Public Services (DPS) details shall be paid at the officer's overtime rate. These detail opportunities shall continue to be included in the detail list consistent with prior practice of the parties. Nine months following the execution of this Memorandum of Agreement, but not later than June 30, 2016, the parties agree to meet and review the utilization of DPS details and evaluate whether it is consistent with historical distribution for these details. Such meeting and review shall take place on an annual basis thereafter. Upon review of the data, either party may request to reopen this topic for negotiation to address issues raised by the utilization data.

ARTICLE XIII WORK SCHEDULE

Section 1. Work Week: The regular workweek of employees shall consist of not more than forty (40) hours; the regular workday shall be eight (8) hours.

The tour of duty 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 am to 4 pm
- Platoon 2 is a Night Platoon; its hours are from 4 pm to 12 Midnight (First Half)
- Platoon 3 is a Night Platoon; its hours are from 12 Midnight to 8 am (Last Half)
- Platoons 2 and 3 shall alternate between first and last held tours of duty in accordance with present practice.

Section 2. 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 days shall work four (4) consecutive days and then receive two (2) consecutive days off. Employees working the alternating night shifts (platoons 2 and 3) shall work the last half shift for two consecutive days, then work the first half shift for two consecutive days, and then go on two (2) consecutive days.

Effective once this Agreement is funded, the parties agree that the work period of superior 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 XVI, below.

ARTICLE XIV NIGHT PREMIUM

Section 1. Rate: Those employees whose regularly scheduled hours every working day commence at 3:00 pm, 4:00 pm, 11:00 pm, or 12:00 am shall be paid a premium of nine percent (9%) over their regular wages.

Section 2. Application: The night differential or premium paid shall be applied uniformly on all hours worked by an officer during recognized "night hours" and to "overtime" and "court time" for regularly assigned "night officers". Further such premium shall also be incorporated into the base pay for computing all wage-related benefits.

**ARTICLE XV
PAY PLAN**

The pay plan shall appear as Appendix A of this Agreement and made part of this Agreement.

**ARTICLE XVI
OVERTIME**

Any officer who is ordered by the Chief or his/her agent 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 (1 ½) computed on the basis of a normal work week. Any officer who is called in or so detailed shall be paid a minimum of four (4) hours at a rate of time and one-half (1 ½); regular or private jobs to 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 hours at time and one-half (1 ½).

**ARTICLE XVII
COURT TIME**

Any 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.

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 four (4) hours of overtime pay on each such occasion.

An employee who is served 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 official assignment by a superior officer. In situations where the employee's involvement results from an off-duty occurrence, he/she will not be eligible for the foregoing compensation.

**ARTICLE XVIII
PRIVATE JOBS**

- (a) On jobs of construction or destruction impeding the normal flow of traffic or the safety of the public shall require the services of a police officer.
- (b) Officers hired by other cities shall be paid the private job rate.

**ARTICLE XIX
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 XX
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:

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

Effective with the execution of the FY1994 contract, employees with 20 years or more service shall receive one (1) extra day per year for each year after 20 years, not to exceed seven (7) days.

Vacation schedules shall be posted by February 15th of each year, and employees shall pick their vacation by seniority within thirty (30) days after first posting.

Each employee shall be paid one holiday vacation day on the first pay date in November and an additional holiday vacation day on the second pay date in November, each at straight-time rates. (2009 and 2011/14)

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.

Any member of the Association with written notice to the Chief of their intended retirement may carry two (2) days forward into the next fiscal year (their year of retirement) in addition to the eighteen (18) days referred to in the preceding paragraph.

**ARTICLE XXI
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 subsidy rate of one percent (1%).

**ARTICLE XXII
SICK LEAVE**

Section 1. Sick Leave

- A. Members of the Department as of July 1, 1980 (whether a member of the unit at July 1, 1980 or not) 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, 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 even 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 Human Resources Director, be permitted to utilize sick leave attributable to the employee's future employment, up to a maximum of ninety (90) 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 monthly 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.

Section 2. Sick Leave Buyback

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, provided, however, employees first employed after the execution date of the 1986-1987 Agreement shall be required to work ten (10) years before they become eligible for the foregoing payments. *Employees initially hired by the City after January 1, 2005, shall be entitled to an accumulated sick leave allowance with a maximum of 70 days.*

Employees with 10 Years of Service: Effective January 1, 2013, 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 (45) 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.

Employees with 5 Years of Service: Effective January 1, 2013, employees with at least five years of service shall be eligible to buyback a maximum of forty-five (45) days of their sick leave accrual with each day valued at sixty-five (\$65) dollars; provided however, that employees who exercise this option must retain at least fifteen (15) days of their accrued credit.

The above buyback plan is voluntary. Employees may buy back the above time after January 1, 2013. Any time bought back shall reduce any sick leave payout at retirement.

Section 3.

The employee may use a sick day for an immediate family member's illness, doctor visit(s), surgery(ies), and sickness(es). In order for an employee to use a sick day under this Section, the employee, at the request of the Division Commander, shall provide the Chief or his designee with a doctor's note regarding said family member's illness. 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.

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.

Section 4.

Effective upon execution of the Contract in 2004, 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 (1/2) sick day from his/her accumulated sick leave days.

ARTICLE XXIII INJURED LEAVE/SICK LEAVE ADDITIONAL PROVISIONS

Section 1. Injured Leave

Whenever an employee is incapacitated for duty, in accordance with MGL, C. 41, Section 111F, because of injury sustained in the performance of his/her duty without fault of his/her own, or an employee assigned to special 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. The term "duty" shall include limited duty tasks as described and defined in this 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*. (changed from clothing)

- 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 MGL, 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 disagrees to such "fitness", they shall thereupon 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/her 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 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 physician determines that the employee is "not fit" for any duty and the City physician determines the employee is "fit" for "limited" duty, then the employee shall not be ordered to duty.
 3. If the employee physician determines that the employee is "not fit" for any duty and the City physician determines that the employee is "fit" for regular duty, than the employee shall not be ordered to duty. However, in the event that the opinion of a designated physician is not rendered within three calendar weeks following the disagreement between the employee physician and the City physician, then the employee may be returned 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 been pensioned or has been terminated for reasons other than his incapacity in accordance with the law or for any period after a physician, jointly designated at above set forth, determines that the employee's incapacity no longer exists or is 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 assignments 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 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 the Section.

Limited duty tasks 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.

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 off 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 MGL, C. 41, 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 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 G 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/her uniform shall take into account the safety of the employee and the possibility of re-injury or exacerbation of injury.

Section 2.

Any officer who is disabled from work for sickness, non-occupational injury will be required to furnish the Division Commander with a physician's report after the officer's third consecutive day of absence from duty. Any officer who is disabled from work for injury in the line of duty will be required to immediately furnish the Division Commander with a physician report as is reasonable.

- A. The report shall contain the reason the officer is unable to perform his/her duties and identify a specific period of time, inclusive of dates, that the officer will be unable to perform his/her duties. at the conclusion of the specified time period, the officer again shall be medically evaluated to assess the officer's current condition. If the physician determines the officer still needs to remain out of work, a physician's report shall be provided, specifying the same information addressed above. This process shall continue until the officer returns to work on a full-time basis.
- B. In addition, the officer will be required to present to the attending physician at every examination, the Department's Limited Duty Assignment Form, which must be completed by the attending physician and returned to the officer's Division Commander. In the event the attending physician authorizes the officer to return to work in a limited duty capacity, the physician's report shall identify a specific period of time, inclusive of dates, that the officer will be required to work in such a capacity. At the conclusion of the specified time period, the officer again shall be medically evaluated to assess the officer's current condition. If the physician determines the officer still needs to remain working in a limited duty capacity, a physician's report shall be provided, specifying the same information addressed above. This process shall continue until the officer returns to work on a full-time basis.

At the time an officer is completing his/her Personal Injury Accident Report, the officer will also need to sign the Medical Authorization Release Form.

The Limited Duty Assignment Form is hereby adopted and made part of this Agreement as Appendix C.

The Medical Authorization Release Form is hereby adopted and made part of this Agreement as Appendix D.

Section 3 Sick Leave Additional Provisions

An employee hired after July 1, 1980 and receiving sick leave pursuant to Paragraph B of Article XXIII of the Agreement, who is on long-term sick leave (i.e. 14 days or more), or what is anticipated to be 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 the 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.
- C. 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 assignments 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.

Section 4.

Any officer disabled from work for *"sickness", non-occupational injury or injury in the line of duty will be required to inform the Division Commander anytime the officer intends to leave Massachusetts.

- A. Officers shall *"contact" their Division Commander, or in his/her absence, the Executive Officer. In "notifying" the Division Commander, the officer will state the purpose(s) for leaving the state, the destination(s) and the estimated time of return to Massachusetts. The officer shall report to the Division Commander, Executive Officer or Officer in Charge to inform the department of any changes in his/her expected return.
- B. If the Chief of Police believes that an injured/sick officer is participating in an activity which is inconsistent with his/her claimed disability/sickness, the Chief will notify the officer in writing of this belief. The officer will cease that activity, until such time as the officer provide written approval from their attending physician to participate in said activity, without limitation. The officer may also be subject to a physical examination by a physician paid for by the City of Salem. If the City physician does not agree that the officer should be participating in the questioned activity, the matter may be referred to a neutral physician, who shall be selected from an agreed upon list (to be established by the parties) and paid by the City of Salem. The decision of the neutral physician shall be final and binding on both parties.
- C. Sick or injured officers must obtain permission for every absence from the state of Massachusetts until they return to work including time periods which, if the officers were working, would be non-working hours or days off.
- D. Officers not in compliance with this order or away from the state of Massachusetts without notifying the department prior to his/her departure may be subject to disciplinary action up to and including their discharge.
- E. An appeal of any denied requests shall be directed to the Chief of Police in accordance with Step 2 of the Grievance Procedure, Article XXIV.
- F. Term definition:
 "Sickness" for the purposes of this policy will mean any sickness or injury that requires an officer's absence from work for three consecutive days, the same time period in which the department requires a physician's note.

 "Contact" or "Notify" for the purposes of this policy, will mean a direct verbal conversation and No other means of communication.
- G. Division Commanders, Executive Officer or Officer in Charge who may receive any contact requests will maintain records of all requests in the central computer system.

**ARTICLE XXIV
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 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. Thereafter, grievance shall be filed within forty-five (45) days of the occurrence or reason to know of the matter that gave rise to the grievance for the purpose of a meeting to discuss the grievance. Step 1 may be omitted by mutual agreement.

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 complaint 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 within forty-five (45) days by the Association to arbitration, by written notice to the City, attention its Mayor, to such affect. City's failure to respond at any step of the grievance procedure is to be considered a denial and the Union may proceed to the next step.

The arbitrator shall be selected by mutual agreement of the parties. If the parties shall fail to agree on the selection of single 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. Cost of the arbitrator 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 arbitral 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/or 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 XXV EDUCATIONAL INCENTIVE

The City, having accepted the provision of MGL, Chapter 41, Section 108L, as amended by Chapter 835 of the Acts of 1970 shall compensate officers for educational achievement in accordance therewith.

ARTICLE XXVI WEAPON PAY

Amended as of June 30, 2013, since Weapon pay is being rolled into the base salary, there will not be separate pay for Weapon Pay after June 30, 2013.

ARTICLE XXVII RIOT CONTROL TRAINING

Riot control training shall be a regular part of the training for all members of this Department.

ARTICLE XXVIII MANAGEMENT RIGHTS

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

ARTICLE XXIX LONGEVITY PLAN

Effective in FY 1996, all employees with the following requisite years of service shall receive an annual payment in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Payment</u>
Five (5) to Nine (9)	\$ 900.00
Ten (10) to Fourteen (14)	\$1100.00
Fifteen (15) to Nineteen (19)	\$1300.00
Twenty (20) to Twenty-four (24)	\$1400.00
Twenty-five (25) or More	\$1500.00

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 XXX
CHIEF'S TIME**

Effective July 1, 1996, the Chief of Police may require each member of the bargaining unit to perform additional uncompensated duty of up to four (4) hours in each fiscal year for such purposes as deemed appropriate by the Chief of Police. Examples of such duty, but not being a limitation thereof are to attend special meetings, group activities and public functions. However, no officer shall be required to attend political functions or rallies. The four (4) hours may be divided into no more than 2 sessions per calendar year. In the event that one session exceeds three (3) hours, the officers will have met their annual obligation under this Article. Unused hours in any fiscal year shall not be carried forward in a subsequent fiscal year.

**ARTICLE XXXI
WELLNESS PROGRAM**

Effective January 1, 2005, the City will reimburse Superior Officers two hundred and fifty dollars (\$250) per year for receiving an annual physical examination from their primary care physician. The cost for the examination shall be borne by the officer in conjunction with their Medical Plan. Although the City encourages an annual physical examination for its officers, they are under no requirement to submit to an annual examination and/or submit the results. In order to receive reimbursement, a letter must be given to the appointing authority (Chief of Department) who will handle the letter in a confidential manner, and who will authorize payment. The letter only needs to state the following:

"I examined Officer (Name) and found this officer to be fit for duties as assigned."

**ARTICLE XXXII
DRUG TESTING PROGRAM**

The drug testing program is hereby adopted and made part of this agreement as Appendix B

**ARTICLE XXXIII
SAFETY AND HEALTH COMMITTEE**

A Safety and Health Committee is hereby established.

**ARTICLE XXXIV
JOINT LABOR MANAGEMENT COMMITTEE**

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 as well as determining the role superior officers will play in the evaluation of patrol and lower-ranked officers. Upon ratification, the parties agree to meet six (6) times per year, for the remaining two years of the parties' collective bargaining agreement. The performance evaluation process and written form shall be established before the end of the term of this collective bargaining agreement (June 30, 2017), and shall be implemented during the following fiscal year beginning July 1, 2017.

**ARTICLE XXXV
EFFECTIVE DATE/DURATION**

This Agreement shall become effective on July 1, 2014, 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, 2017.

On or after October 1, 2016, negotiations for a successor agreement to be effective on the termination date of this Agreement, June 30, 2017, and 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, 2017, this Agreement shall remain in full force and effect until a complete and total new agreement is executed by the parties.

If with the duration of this Agreement, any other employee of the City of Salem receives salary and/or fringe benefit increments greater in value than the salary and/or fringe benefit increments provided in this Agreement, the Union and the city agree to re-open this Agreement for the purposes of bargaining as to such salary and/or fringe benefit increment.

Should the Salem Police Patrolman's Association negotiate an increase in the outside detail rate in excess of what the parties have agreed to herein, the Union shall have the right to reopen negotiations for the sole purpose of negotiating for an increase in the outside detail rate.

Witness our hands and seal of this 15th day of December, 2015

FOR THE CITY OF SALEM

FOR SALEM POLICE
SUPERIOR OFFICERS ASSOCIATION

Mayor



Police Superior Officers Association

Bargaining Committee

City Solicitor

Approved as to legal form

Witnessed by:

**APPENDIX A
SALARY SCHEDULE**

1) Pay plan shall be made as follows:

The annual base salary for superior officers reflect a 2.5% increase each July 1st, plus an additional .5% on the last day of the contract such that the provision read as follows:(2014-17)

Base Salaries:

Annual Salaries Increase by 2.5% effective on and retroactive to July 1, 2014

<i>Captain</i>	<i>\$87,845.23</i>
<i>Lieutenant</i>	<i>\$75,728.65</i>
<i>Sergeant</i>	<i>\$65,283.32</i>

Annual Salaries Increase by 2.5% effective on and retroactive to July 1, 2015

<i>Captain</i>	<i>\$90,041.36</i>
<i>Lieutenant</i>	<i>\$77,621.87</i>
<i>Sergeant</i>	<i>\$66,915.40</i>

Annual Salaries Increase by 2.5% effective on and retroactive to July 1, 2016

<i>Captain</i>	<i>\$92,292.39</i>
<i>Lieutenant</i>	<i>\$79,562.42</i>
<i>Sergeant</i>	<i>\$68,588.29</i>

Annual Salaries Increase by .5% effective on and retroactive to June 30, 2017

<i>Captain</i>	<i>\$92,753.85</i>
<i>Lieutenant</i>	<i>\$79,960.23</i>
<i>Sergeant</i>	<i>\$68,931.23</i>

Effective June 30, 2013, there will no longer be a contractual provision providing for a differential in wages between a patrolman and sergeant. There will be no loss of pay for any bargaining unit employee as a result of the removal of this provision form the contract. A new salary schedule shall be in effect.

The differential in base pay wages between a Sergeant and Lieutenant will remain at 16%.

The differential in base pay wages between a Lieutenant and Captain will remain at 16%.

2) OIC annual stipend:

The Officer in Charge (OIC) annual stipend of \$900 for lieutenants serving as OICs for the second year of the contract (7//1/15-6/30/16) and added into the base effective 7/1/2016, with provisions for including pro rata payment for officers serving in the role on an out-of-grade basis:

Officer in Charge Payment:

Effective July 1, 2015, superior officers serving as Officer in Charge (OIC) shall receive an additional annual payment of \$900, to be paid in two installments of \$450 in December 2015 and June 2016.

Payment shall be tied to actual service as OIC and may be pro-rated if assignments change. Such payments shall be included as a part of any out-of-grade pay paid to those officers who fill-in as OIC but are not regularly assigned thereto for all time the officer functions as the OIC.

Effective July 1, 2016, the \$900 payment shall be included in the base pay of officers serving as OIC subject to any pro-ration and included in out-of-grade calculations as described above.

SENIOR/MASTER/VETERANS SERVICE

Effective July 1, 1998, there shall be established a pay plan to reward employees for service as follows:

- Senior: From promotion year to seven (7) years of service as a Superior Officer (must have a minimum of five (5) years total service in Department)*
- Master: From eight (8) years to fourteen (14) years of service as a Superior Officer*
- Veteran: From fifteen years of service plus*

Employees who reach the required years of service in rank as noted above during the fiscal year will receive the annual payment on the 2nd pay day in August of each fiscal year and shall be considered regular compensation for retirement purposes. Payment shall not affect base pay, but retirement deductions shall be withdrawn. Payment shall increase \$250 each fiscal year as follows:

<i>July 1, 2007</i>	<i>Senior</i>	<i>0 – 7 years</i>	<i>\$2800.00</i>
	<i>Master</i>	<i>8 - 14 years</i>	<i>\$3800.00</i>
	<i>Veteran</i>	<i>15 years, plus</i>	<i>\$4800.00</i>
<i>July 1, 2008</i>	<i>Senior</i>	<i>0 – 7 years</i>	<i>\$3050.00</i>
	<i>Master</i>	<i>8 - 14 years</i>	<i>\$4050.00</i>
	<i>Veteran</i>	<i>15 years, plus</i>	<i>\$5050.00</i>
<i>July 1, 2009</i>	<i>Senior</i>	<i>0 - 7 years</i>	<i>\$3300.00</i>
	<i>Master</i>	<i>8 - 14 years</i>	<i>\$4300.00</i>
	<i>Veteran</i>	<i>15 years, plus</i>	<i>\$5300.00</i>

SPECIALISTS

Amended as of June 30, 2013, since Specialist pay is being rolled into the base salary, there will not be separate pay for Specialist Pay after June 30, 2013.

DEFIBRILLATOR PAY

Amended as of June 30, 2013, since Defibrillator pay is being rolled into the base salary, there will not be separate pay for Defibrillator Pay after June 30, 2013.

RETIREE GRANDFATHERING OF STIPENDS

Despite the roll in of the Defibrillator pay, Weapons pay, Specialty pay and Professional Development pay as of June 2013, any bargaining unit employee who retires will continue to receive the lump sum payments as has been the longstanding practice between the parties and confirmed in the John Jodoin Arbitration Decision. This will continue to include the Defibrillator pay, Weapons pay, Specialty pay and Professional Development pay as those existed as of June 29, 2013 for three (3) years after the roll in of those stipends into the base pay.

Within one year 100%, within 2 years 50%, and within 3 years 25%.

This Agreement will not cause any reduction in retiree's receipt of all other stipends and benefits currently paid upon retirement.

DIRECT DEPOSIT

Effective at the execution of the Memorandum (March 5, 2013), direct deposit of paychecks will be mandatory for all bargaining unit employees.

VEHICLE LOCATOR SYSTEM/GPS POLICY

The parties agree to the adoption of the attached Vehicle Locator System/GPS Policy provided that any implementation with respect to Superior Officers will be stayed until the policy becomes effective for Patrol Officers. If the City desires to increase the utilization beyond patrol cars, the City agrees to bargain any such increased utilization with the Union.

NALOXONE (Narcan)

The Union acknowledges that Superior Officers' duties include the carrying and administering of Naloxone (Narcan) when necessary.

**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 who are users of certain specific controlled substances (non-prescriptive) shall be:*

(A) Testing of those employees where facts are sufficient to constitute reasonable suspicion 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 reasonable suspicion 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 an 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. Reasonable Suspicion 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 "reasonable suspicion" in each instance.

Reasonable suspicion 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 reasonable suspicion. Such determination shall be made by the Chief of Police in each instance. Notwithstanding the foregoing, determination of reasonable suspicion shall comport with constitutional guarantees and limits.

Section 6. Notification of Testing: The employee to be tested on the basis of reasonable suspicion, 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.

Section 9. Collection Officer: The Collections Officer shall be a police officer designated by the Chief of Police from one-bargaining unit police personnel in the department. He/she will be responsible for the collection of the hair sample and shall follow the procedures established by the contracted testing agency and which is outlined in Section 8 of this Article. He/She shall notify the employee involved of which specific drugs set for in Section 10 of this Article, for which the hair sample is to be tested. The Collections Officer in this regard shall not have the discretion to determine which of said drugs will be tested for, but shall follow the discretion of the Chief of Police, as to this determination of Section 10 drugs. The Collections Officer shall, in writing, agree to maintain the confidentiality of the employee Involved, and the entire process under this Article in which he/she is a participant.

The Association shall have the opportunity to discuss with the Chief of Police which non-bargaining unit police officer is to be designated as Collections Officer.

The Collections Officer shall attend and initial training seminar on the proper and legal administration of this Article, and this prior to the commencement of any testing, and such other additional seminars as may take place from time to time under the auspices of the testing contracted for by the City. Two (2) representatives of the Association have the right to notice of and to attend said seminars.

A representative of the Association, if on duty or if not on duty and available, shall also have the right to accompany an employee when he/she is notified that he/she is to provide a hair sample and will have the full opportunity to observe the procedure.

Section 10. Specific Drugs: The City shall test hair samples of employees for only the following listed drugs:

<u>Drugs for Testing</u>	<u>Sensitivity Cut-Off Levels</u>
(1) Cocaine	5 nanograms/10 milligrams of hair
(2) Metamphetamine	5 nanograms/10 milligrams of hair
(3) Opiates*	5 nanograms/10 milligrams of hair
(4) PCP	3 nanograms/10 milligrams of hair
(5) Marijuana	10 picograms/10 milligrams of hair
(6) Steroids	

* Heroin, Morphine, Codeine

The above minimum sensitivity/cut-off test levels shall be used when screening/testing hair samples to determine whether they are negative for said drugs. Test results showing test levels equal to or less than those specified above shall be considered as negative. Concentrations, which shall be by quantitative analysis, greater than the levels set forth above, shall be documented in laboratory/facility records as greater than the test levels set forth in Section 10.

Section 11. Type of Tests: The testing of each hair sample will be done through a process known as Radioimmunoassay or such different process as recommended by the Drug Testing Advisory Committee. The test process at the laboratory contracted for by the city shall be completed within 5 to 10 days, excluding weekends and holidays, after the provision of the hair sample.

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 hair 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 hair 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 hair 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 accepted standards.

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 hair 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 an 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 hair 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.
LIMITED DUTY ASSIGNMENT FORM**

SALEM POLICE DEPARTMENT

95 Margin Street
Salem, Massachusetts

This form is to be completed by the officer's attending physician to assess whether the officer is able to return to work in a limited capacity, if returning to full-time active duty is unacceptable.

LIMITED DUTY ASSIGNMENTS CONSIST OF THE FOLLOWING: *Please check Yes or No*

COMMUNICATIONS ROOM* **YES** **NO**

- a. Dispatch _____
- b. Desk Operation – Telephone/Computer _____
**Officer must complete all necessary E-911 training*
- c. Front Window – public assistance & reports _____

ADMINISTRATIVE & AUXILIARY SERVICES **YES** **NO**

- a. General Clerical Work _____
- b. Evidence Control _____

SPECIAL OPERATIONS **YES** **NO**

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

OTHER ASSIGNMENTS **YES** **NO**

Such other assignments as may be agreed upon by the Chief,
the Association and approved by the attending physician. _____

SPECIFY ANY RESTRICTIONS: _____

NUMBER OF HOURS PER DAY OFFICER CAN WORK: _____

DATES EFFECTIVE: _____ to _____
Date Commencing *Next Examination Date*

OFFICER'S NAME: _____

PHYSICIAN'S SIGNATURE: _____

DATE OF EXAMINATION: _____

AUTHORIZATION TO OBTAIN MEDICAL INFORMATION

To:

This will authorize you to provide to Chief Mary E. Butler, 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 Superior Officers Association.

Officer


Date



SALEM POLICE

DEPARTMENT MANUAL

CHAPTER 130.0

SUBJECT: VEHICLE LOCATOR SYSTEM/GPS		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.

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. All Patrol Officers shall be required to call in and report to the Communications Center Personnel the reason for, and their location, for all situations for which they leave their vehicles. This includes breaks, traffic enforcement, response to calls for service, park and walk, etc. 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 to 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.

Alarms & Data Storage:

A RED "X" will identify a vehicle that has been stationary for 45 minutes or longer. The Communications Center personnel will contact the officer via radio after a RED "X" indicator appears on an VLS screen to 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.



MEMORANDUM OF AGREEMENT/DETAIL REOPENER

This Memorandum of Agreement between the City of Salem (City) and the Salem Police Superior Officers' Union (Union) is intended to memorialize the parties' negotiated settlement of certain issues relating to outside paid details after the Union requested a reopener of negotiations concerning the detail rate pursuant to the terms of the parties' earlier contract settlement dated December 15, 2015.

The parties hereby agree to amend the current collective bargaining agreement as follows:

1. Article XII, "Extra Paid Details" shall be amended as follows:

The third to the last sentence of the first paragraph shall be amended to delete the existing sentence:

All work over five (5) hours shall have an eight (8) hour minimum guarantee, except city jobs.

And replace it with:

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.

In the first sentence of the second paragraph, delete:

Forty-five dollars (\$45.00)

And replace it with:

Forty-six dollars (\$46.00)

In the second sentence of the second paragraph, delete:

Sixty-seven dollars and fifty cents (\$67.50) per hour

And replace it with:

Sixty-nine dollars (\$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.

In the first sentence of the fifth and sixth paragraphs relating to details on strikes and holidays, delete:

Sixty-seven dollars and fifty cents (\$67.50) per hour

And replace it with:

Sixty-nine dollars (\$69.00) per hour.

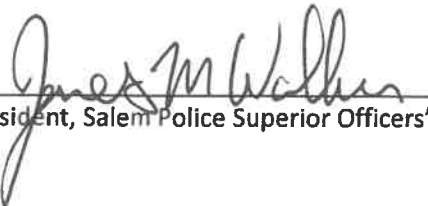
2. Superior Officers agree to perform two (2) hours of community/volunteer service as follows:
 - a. *Each Superior Officer who performs any outside details, between the date of this Agreement and the expiration of the parties' collective bargaining agreement on June 30, 2017, shall be obligated to participate in two (2) hours of uncompensated volunteer/community service within the City prior to July 1, 2017.*
 - b. *Such volunteer/community service shall be credited by the Chief, who shall make available a minimum of five (5) qualifying volunteer opportunities for bargaining unit members.*
 - c. *Superior Officers who do not perform any outside details during this period shall not be obligated to perform such service. For Superior Officers who perform outside details during the relevant period, the failure to adhere to the volunteer/community service requirement prior to July 1, 2017 shall result in the Superior Officer being barred from performing any outside details from July 1, 2017 through December 31, 2017, unless relieved of this volunteer/community service obligation by the Chief due to extenuating circumstances.*

3. The parties agree that the terms of the Side Letter executed by the Patrol Officers Association and the City regarding the eight (8) hour minimum shall also apply:

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.

This Memorandum of Agreement/Detail Reopener is agreed upon this ____ day of May 2016 by the following authorized representatives of the parties.

By the Union:


5-13-16
President, Salem Police Superior Officers' Association

By the City:


Kimberley Driscoll, Mayor