

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GLOUCESTER AND THE GLOUCESTER SUPERIOR OFFICERS
ASSOCIATION, MASSCOP LOCAL 190, AFL-CIO**

WHEREAS the City of Gloucester ("City") and the Gloucester Superior Officers Association, MassCOP Local 190, AFL-CIO ("Union," collectively "the parties") are parties to a collective bargaining agreement effective July 1, 2016 through June 30, 2019 and;

WHEREAS, the parties wish to amend a provision of the collective bargaining agreement prior to the commencement of successor contract negotiations;

NOW THEREFORE, the parties mutually agree that the provisions as outlined below shall be incorporated into the aforementioned collective bargaining agreement.

1. Article 8, Specialty Positions: Amend the fourth sentence, which reads:

"Members who are assigned to perform additional responsibilities outside their normal duties, as mutually agreed upon by the Association and the Chief of Police, shall also receive \$2,500 stipends."

to now read:

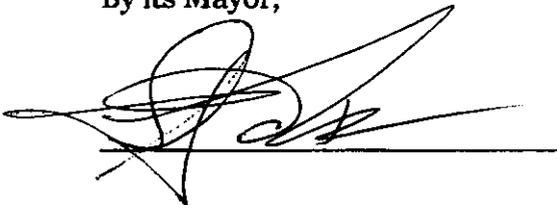
"Members who are assigned to perform additional responsibilities outside their normal duties, as mutually agreed upon by the Association and the Chief of Police, shall also receive \$3,500 stipends."

2. Nothing in this agreement purports to amend, revise, or otherwise change any other provision of the collective bargaining agreement.

In witness whereof, the parties hereunto set their hands and seals the _____

day of 12/3, 2018.

City of Gloucester,
By its Mayor,



Gloucester Superior Officers Association
MassCOP Local 190, AFL-CIO
By its authorized representative,

Sgt. Brian Aiello
No. Auto

Collective Bargaining Agreement

Between

The City of Gloucester

And

**Gloucester Superior Officers Association,
Massachusetts Coalition of Police,
Local 190, AFL-CIO**

July 1, 2016 - June 30, 2019

ARTICLE 1

Effective Dates:

This agreement shall be effective from July 1, 2016 to June 30, 2019.

Bargaining Representatives:

Bargaining representatives are to include all Police Lieutenants and Police Sergeants, and specifically excludes the Chief of Police, patrolmen, reserve officer and non-uniformed employees.

ARTICLE 2

Management Rights:

Subject to this Agreement and applicable law, the City reserves and retains the regular and customary rights and prerogatives of municipal management.

ARTICLE 3

Mutual Cooperation:

The City agrees that it will not exercise or countenance any discrimination, interference, restraint or coercion by the City of any of its agents, servants, or employees against any employee because of his participation in any lawful activities in behalf of the Association.

The Association agrees to cooperate with the City in maintaining and improving the skill, ability and knowledge of police work in its members as employees.

The City and the Association agree to maintain and promote a harmonious relationship between the City and the members of the Gloucester Police Department in order that a more efficient and progressive public service may be rendered.

ARTICLE 4

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 5

Bereavement Leave:

Each employee (except reserve officers) shall be granted leave without loss of pay in the event of a death in the employee's immediate family.

- a. Such leave shall be eight (8) working days in the event of a loss of the following: spouse, child, parent, brother, sister, and spouse's child.
- b. Three (3) days shall be granted for the loss of spouse's parent, sister-in-law, brother-in-law, grandchild, grandparent, grandparent of spouse, or any relative residing within the employee's household.
- c. Each employee shall be granted leave without loss of pay in the event of a death of an aunt or uncle, niece or nephew. Such leave shall be for two (2) days.
- d. Each employee shall be granted one (1) day of leave without loss of pay in the event of the death of any other relative not specified in this Article, on the condition that the employee shall attend services for the deceased within 48 hours of the bereavement day.

ARTICLE 6

Special Leave:

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

- A. Said substitution does not impose any additional cost to the City;
- B. The Chief of Police is notified in writing not less than one (1) day prior to its becoming effective, except that in the case of an emergency, notification may be made by telephone;
- C. Neither the City nor the Association is held responsible for enforcing any agreements made between employees; and,

Upon separation from the City, the employee agrees he or she will not owe or be owed any compensation in time or monies to or from the City as a result of substitution and agrees to pay any compensation owed the City as a result of substitution if applicable. The employee also agrees to sign a waiver indicating he or she is not owed any compensation from the City due to substitution upon separation from City employment.

ARTICLE 7

Uniforms:

The Chief of Police (or his designee) shall supply the members of the force with the following equipment items: gun, badges, hat-shields, clubs, handcuffs and case, gunbelt and holster, and such other special equipment as the Chief of Police in his discretion determines is necessary.

Changes in the style or color of any portion of the uniform shall be agreed to by the City and the Association. The Chief of Police will have input into uniform choices.

Each employee whose uniform or any part thereof has been damaged or destroyed in the line of duty shall be entitled to have said uniform replaced or repaired as necessary without expense to the employee. To accomplish this purpose each employee shall observe the following procedure:

- A. He shall, in a report submitted to the Chief of Police, describe the nature of the damage to the uniform and the circumstances under which the damage occurred;
- B. He shall request and obtain written authorization from the Chief of Police to purchase or have repaired, as may be required, the damaged equipment or any part thereof.
- C. Said written authorization shall in substance state that:
 1. The named employee is authorized by the Chief of Police to repair or replace his uniform or any part thereof as may be necessary.
 2. The charge of said repair or replacement shall be submitted by the retail establishment to the "Police Department of the City of Gloucester".
 3. Said charge shall be paid by the City of Gloucester.

It is agreed that the City shall supply each member of the Police Department with an appropriate identification card which will indicate thereon his position as a police officer and also contain a photograph of the individual police officer.

ARTICLE 8

Watches:

It is agreed that for the term of this Agreement the watches on the Gloucester Police Department shall run from 7:50 a.m. to 3:50 p.m., 3:50 p.m. to 11:50 p.m., and 11:50 p.m. to 7:50 a.m.

Changes in the aforementioned watches will be in the sole discretion of the Chief of Police. He will, however, give sufficient notice to the Association prior to any change. The preceding watch will be dismissed at the start of each roll call.

The number of available positions per shift is at the discretion of the Chief of Police as determined by staffing level needs. A minimum of one lieutenant and two sergeants assigned to each patrol watch will be maintained. Specialty positions will not be used to cover vacancies in watch positions.

Annual shift picks will be made between November 1 and November 5, and shift bids will be posted within one week of the conclusion of the pick period.

The City agrees to pay \$2,500 stipend for nine (9) active specialty positions. The parties agree to increase the amount of the stipend to \$3,000 effective July 1, 2017 and \$3,500 effective July 1, 2018. These additional positions shall be solely superior officer positions and will be stipended accordingly. The specialty position stipends shall be considered part of the annual salary for pension purposes. Members who are assigned to perform additional responsibilities outside their normal duties, as mutually agreed upon by the Association and the Chief of Police, shall also receive \$2,500 annual stipends. Members are limited to receiving one stipend only.

The Chief will have discretion to assign such specialty position to a schedule other than the traditional 4 on 2 off schedule, to include but not be limited to a 5 on and 2 off schedule, provided the position is posted as such before the bidding process and upon mutual agreement with the employee. The Chief will give 7 day notice to the Association of a specialty position becoming available during which interested Association members can sign up to be considered. Association members will submit a resume upon expressing interest in said position. The Chief will then review resumes of individuals and conduct interviews of those members the Chief deems qualified for said position. Assignment to a specialty position will be solely the decision of the Chief of Police. For the purposes of this Article, specialty positions may include Evidence Officer, Operations Manager, Det. Lieutenant, Det. Sergeant, Executive Officer, Keeper of Records, Policies and Procedures Officer, School Resource Officer Supervisor, Training Officer, Court Prosecutor, Supervisor of Dispatch, SORB supervisor/Firearms licensing supervisor and any other specialty position the Chief deems necessary for the advancement of the department, whether or not the above positions or additional positions exist at the time of this Agreement.

A superior officer will be the designated court officer. Another superior officer shall be designated as an alternate court officer. If neither the court officer nor the alternate court officer is available, a superior officer shall be hired on an overtime basis to perform court officer duties, regardless of where court is held.

Background investigations for potential hires will be supervised by a superior officer.

ARTICLE 9

Overtime:

Except as otherwise provided in this Article all overtime shall be paid at a time and one-half rate for all hours or any portion thereof in excess of an officer's regularly scheduled tour of duty per day or his regularly scheduled tour of duty per week.

Officers who work on their day off, on their vacation time, or on any off-duty time, shall not be paid less than a four (4) hour minimum at a time and one-half rate, and shall be eligible for any such work regardless of their regularly scheduled watches.

Any employee who works more than four (4) hours at a time and one-half rate shall receive a minimum of eight (8) hours overtime pay.

If an employee is authorized to work beyond the normal end of his scheduled tour of duty, after the first ten (10) minutes the employee shall receive one (1) hour overtime pay.

Any employee who attends court as a witness for the Commonwealth in a criminal case other than during scheduled tour of duty, shall receive a minimum of four (4) hours at time and one-half for court held in Gloucester and a minimum payment equal to six (6) hours at time and one-half in any court outside of Gloucester.

No employee shall work an overtime assignment during the 24-hour period following a scheduled shift that he or she was unable to work due to sickness.

ARTICLE 10

Sick Leave:

Effective July 1, 2016, each employee in the bargaining unit shall accrue annual sick leave in the amount of fifteen (15) days (120 hours) per year, which shall be accrued monthly at the rate of 1.25 days per month. Accrual at the new rate shall begin the first month after this Agreement is funded. Employees shall accrue up to a total of one hundred and eighty (180) days (1440 hours) of sick leave.

Employees who become ill during scheduled working hours may request to be relieved from duty. If the request is allowed the employee shall be credited for the time worked and the remaining time shall be charged to the employee's accumulated sick leave.

No sick leave shall accrue during periods when on leave without loss of pay, pursuant to G.L. c. 41, sec. 111F.

The Chief of Police or his representative shall maintain a complete record of all sick leave accumulation. Said record will be posted annually on or before January 1st for the benefit of the members of the Bargaining Unit and not for public consumption. The City reserves the right to investigate sick leave calls for the purpose of verification.

Whenever an employee is terminated by retirement under the General Laws of the Commonwealth of Massachusetts, or, upon his/her death, without his/her having exhausted his/her accumulated sick leave, he or she, or in the case of his/her death, his/her estate, shall be paid at a per diem rate for each day of unused sick time up to a maximum of seventy (70) days.

For the purposes of paying employees for accrued benefits upon separation of employment for any reason other than for disciplinary termination, employees shall receive a pro rata share of the benefit they would receive had they worked the full benefit year. This principle applies to longevity, vacation, sick leave, and educational incentive. The pro rata share shall be calculated by dividing by 365, the amount that would have been owed to the employee if he had completed the benefit year, and then multiplying that amount by the number of days that the employee actually was on the payroll during his final benefit year. A joint Labor-Management Committee shall be convened to agree on a base benefit accrual system to eliminate disagreements at the time of retirement.

Employees who have accrued over 180 sick days as of December 31, 2013 shall qualify for annual sick leave buy back at the rate of seventy-five dollars (75) per day, up to 15 days. Employees who have accrued over 180 sick days as of December 31 of any subsequent year shall qualify for annual sick leave buy back at the rate of seventy-five dollars (\$75) per day, up to 12 days.

Each full-time superior officer shall receive five (5) personal days on January 1 of each year, to be used within the calendar year. Three of these personal days shall be filled on an overtime basis; the remaining two personal days are not eligible to be filled either by overtime or a patrolman.

Sick Leave Verification Policy:

When an employee requests sick leave after an absence of three (3) consecutive working days, the City shall require presentation of a doctor's certificate documenting an injury or illness which prevents an employee from performing duties. Such certificate shall include a prognosis for recovery. If an absence extends beyond the physician's anticipated return to work date, a new certificate shall be required. The City may request an employee to be examined by a doctor appointed by the City.

The City shall require a doctor's certificate from an employee who takes a sick leave day after having already taken eight (8) medically undocumented sick leave days during the preceding twelve-month period or when a pattern of absenteeism is discerned.

Employees may take up to three medically undocumented sick days out of the total of eight days to care for members of their immediate family.

A medical certificate of fitness for duty is required prior to an employee's return to work following a lengthy illness, surgery, etc.

The cost of obtaining a doctor's certificate shall be borne by the employee; the cost of an examination by a doctor appointed by the City shall be borne by the City.

A day as referred to in this Article shall be the equivalent of eight (8) hours.

Incentive Program:

Employees who use sick days as follows in a calendar year will receive the following stipend:

0	--	\$1,000
1-2	--	\$500
3	--	\$250
More than 3		- zero dollars

ARTICLE 11

Holidays:

The following days shall be considered holidays; New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day and Christmas Day.

Legal holidays declared by the Commonwealth of Massachusetts and the Gloucester City Council after the execution of this agreement shall be included and added to the above list.

Any employee who is required to work on any holiday shall be entitled to an additional day's pay.

Each employee shall be paid at the rate of time and one-half for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A day as referred to in this Article shall be the equivalent of eight (8) hours.

ARTICLE 12

Association Business Leave:

The members of the Association’s Negotiating 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 purpose of negotiating the terms of a collective bargaining agreement.

The members of the Association’s Grievance Committee shall be granted leave from duty without any loss of pay or benefits when such activity takes place at a time during which such employee is scheduled to be on duty.

At least two (2) members of the Association shall be granted leave from duty not to exceed two (2) days to attend Association Convention. The two (2) members of the Association attending the Association Convention or any organization convention that represents the Police Department shall not lose two days from their time. Should the Convention fall on an officer’s day off, he shall receive two (2) days at a later time in the year.

The Negotiation Committee shall consist of at least one Lieutenant and one Sergeant, but no more than 4 members in total.

Members assigned or appointed to committees involuntarily will be compensated for their time.

ARTICLE 13

Association Activity Protected:

The Association agrees to comply with General Laws, Chapter 149, Section 178-M, which section prohibits striking.

The City agrees that it will not discriminate against any officer or member of the Association in the administration or policing of this Agreement. Nothing shall abridge the right of any duly authorized representative to act in support of issues which affect the welfare of its members.

ARTICLE 14

Disciplinary Action:

No permanent employee shall be removed, dismissed, discharged, suspended or disciplined in any other manner except for just cause.

ARTICLE 15

A. Life Insurance

As provided under the provisions of Massachusetts General Laws, Chapter 32B, the City shall provide and pay the premiums for (as hereinafter set forth) insurance on each employee as follows:

\$5,000.00	Death Benefit
\$5,000.00	Accidental Death Benefit
\$2,000.00	Death Benefit During Retirement

The City agrees to pay 75% of the premiums for the above items.

The City shall pay the first \$10,000.00 in funeral expenses for a police officer who dies while on duty.

B. Health Insurance

Section 1: For group hospital, surgical and medical insurance, the Association is, pursuant to G.L. c. 32B, § 19, a voting member of the employee coalition bargaining committee established in 2008. The employee committee bargains for health insurance with the City of Gloucester.

Section 2: In the event that the Section 19 employee coalition bargaining committee no longer applies, the following provisions (i) – (v) shall take effect:

- (i) As provided under the provisions of Massachusetts General Laws, Chapter 32B, the City shall provide and pay the premiums for (as hereinafter set forth) insurance on each employee as follows:
- (ii) Group hospital, surgical and medical insurance for those employees desiring the same.
- (iii) The City agrees to pay 75% of the premiums for the above item.
- (iv) The City shall appoint and maintain an Advisory Committee for the purpose of securing written recommendations concerning the purchase of all employee-related insurance as set forth in General Laws, Chapter 32B, Section 3.
- (v) In the event the City decides to change the health insurance provider, it agrees to give the Association not less than sixty (60) days notice and an opportunity to discuss the change. In the event there is a change in the carrier, the benefits provided shall be comparable to the current level of benefits.

ARTICLE 16

Payroll:

A. The City and the Association agree that the City has the right to initiate a bi-weekly (every other week) pay period. The City shall notify the Association at least one month in advance of the implementation of the bi-weekly pay period. The City shall not implement the bi-weekly pay period until a month when there will be three (3) pay days in order to ease the transition to this system.

B. The City shall monthly deduct Association dues and fees, including arrearages from the earned wages of each employee within the bargaining unit, such amount as determined by the Association, provided, however, that no such deductions shall be made from any employee's wages except when authorized by him on an appropriate form, which form will be accepted by the City and will be submitted to the City.

Each payroll check will be accompanied by an itemized voucher listing deductions.

ARTICLE 17

Work Schedule:

As is the current practice, the Chief of Police will establish a schedule whereby each member of the bargaining unit will work four (4) consecutive days and have two (2) consecutive days off on a continuous rotating basis, with the exception of any employee in a specialty position as previously described in Article 8, who may work a five (5) consecutive days and (2) consecutive days off schedule when deemed appropriate by the Chief of Police and upon mutual agreement.

ARTICLE 18

Vacations:

Employees shall be entitled to vacation with pay as follows:

- A. For one (1) years' service and up to five (5) years' service, fourteen (14) working days (112 hours).
- B. Commencing with the sixth (6) year and ending with the tenth (10) year of service, twenty-one (21) working days (168 hours).

- C. Commencing with the eleventh year of service, twenty-eight (28) working days (224 hours).
- D. Employees who have completed 25 years of service shall accrue one (1) additional vacation day for each year of service completed up to 30 years (up to a maximum of 5 days). This benefit shall be effective beginning the first month after this agreement is funded.

No more than twenty (20) days (160 hours) of vacation may be carried over from year to year.

No vacation days shall be accrued during periods when on leave without loss of pay, pursuant to G.L. c. 41, Sec. 111F.

Employees shall be credited with their full vacation allotment on January 1 of each year.

For the purposes of paying employees for accrued benefits upon termination of employment, employees shall receive a pro rata share of the benefit they would receive had they worked the full benefit year. This principle applies to longevity, vacation, sick leave, and educational incentive. The pro rata share shall be calculated by dividing by 365, the amount that would have been owed to the employee if he had completed the benefit year, and then multiplying that amount by the number of days that the employee actually was on the payroll during his final benefit year. A joint Labor-Management Committee shall be convened to agree on a base benefit accrual system to eliminate disagreements at the time of retirement.

A day, as referred to in this Article, shall be the equivalent of eight (8) hours.

ARTICLE 19

Vacation Dates:

The Chief of Police or his/her designee shall make the necessary arrangements for the summer vacations but provided that the following regulations will be observed to insure a fair system for all employees:

- A. Summer vacations shall be between May 14th and December 31st inclusive. Winter vacations shall be between January 1st and May 13 inclusive. The Chief or his/her designee shall announce the summer vacation dates on or before January 31st. The Chief or his/her designee shall announce the winter vacation dates on or before September 15th.
- B. Swapping or splitting vacations with other officers in the same division will be allowed.
- C. Each officer must draw his vacation from the watch to which he has been assigned.
- D. An officer may request from the Chief or his/her designee a variation of his vacation.

- E. Each Sergeant and Lieutenant will arrange his vacation in and within his own division by seniority.

ARTICLE 20

The pay rates of all compensation grades of the Association shall be as set forth in Appendix A to this Agreement.

- A. The parties agree that all employees shall receive the following general wage increases:

- July 1, 2016 – 2%
- July 1, 2017 – 2%
- July 1, 2018 – 2%

Sergeants shall receive lieutenants' rate of pay when acting as watch commander and/or lieutenant-in-charge.

ARTICLE 20-A

Longevity Pay:

Effective 7/1/13, the City shall make longevity payments to employees who have served as regular police officers in the Gloucester Police Department as follows:

For a period of fifteen (15) years	\$1,500.00
For a period of twenty (20) years	\$1,800.00
For a period of twenty-five (25) years	\$2,100.00
For a period of thirty (30) years	\$2,300.00

An employee's longevity date will be calculated from his or her date of entry into the retirement system, either by time actually worked, time credited or obtained through buybacks.

For the purposes of paying employees for accrued benefits upon termination of employment, employees shall receive a pro rata share of the benefit they would receive had they worked the full benefit year. This principle applies to longevity, vacation, sick leave, and educational incentive. The pro rata share shall be calculated by dividing by 365, the amount that would have been owed to the employee if he had completed the benefit year, and then multiplying that amount by the number of days that the employee actually was on the payroll during his final benefit year. A joint Labor-Management Committee shall be convened to agree on a base benefit accrual system to eliminate disagreements at the time of retirement.

ARTICLE 20-B

Educational Incentive Pay:

- A. Employees who were initially hired as patrolmen before June 30, 2013 who earn educational credits as set out below shall be entitled to educational incentive payments bi-weekly in their regular paychecks, which shall be considered part of the base salary for pension purposes. The amount of the award is as follows:

30 Credits or more:	5% of the base salary
Associate's Degree or 60 or more credits toward a Bachelors Degree:	10% of the base salary
Bachelor's Degree:	20% of the base salary
Master's Degree or Juris Doctor:	25% of the base salary

- B. Employees who were initially hired as patrolmen on or after July 1, 2013 will receive the following annual lump sum educational incentive payments:

Associate's Degree:	\$2,000
Bachelor's Degree:	\$3,000
Master's Degree:	\$5,000

- C. All degrees must be in criminal justice, law enforcement or a related field.
- D. All employees shall have the right to further their educations and receive the applicable incentive.
- E. For the purposes of paying employees for accrued benefits upon termination of employment, employees shall receive a pro rata share of the benefit they would receive had they worked the full benefit year. This principle applies to longevity, vacation, sick leave, and educational incentive. The pro rata share shall be calculated by dividing by 365, the amount that would have been owed to the employee if he had completed the benefit year, and then multiplying that amount by the number of days that the employee actually was on the payroll during his final benefit year. A joint Labor-Management Committee shall be convened to agree on a base benefit accrual system to eliminate disagreements at the time of retirement.

ARTICLE 20-C

Any employee hired after July 1, 2013 shall be subject to the following educational incentive program only, regardless of rank attained, for degrees in criminal justice or law enforcement. Employees receiving educational benefits under Article 20-B are not eligible to receive benefits under Article 20-C.

Associate's degree	\$2,000 annual payment
Bachelor's degree	\$3,000 annual payment
Master's degree	\$5,000 annual payment

ARTICLE 21

Disposal of Dead Animals:

The City agrees on those occasions when members of the Police Department come upon a dead animal in the roads of the City it will provide a facility for some outside person to dispose of same. This is to protect the lives and safety of the public in the City of Gloucester who are required to be transported in police cars.

ARTICLE 22

Health and Safety:

A Safety Committee of three (3) members of the Association shall meet with the Chief of Police at least once every month to discuss and make recommendations for improvements of general health and safety of the employees.

The City shall provide efficient and safe equipment and material to protect the health and safety of employees.

A Hepatitis B Vaccine Program shall be implemented for the safety of all officers.

The City and the Association agree to activate monthly meetings of the Safety Committee. Items for discussion shall include, but not be limited to:

- Employee Assistance/Stress Management Program
- HRD Medical Standards
- Fitness for Duty Documentation

Health and Fitness Standards:

The parties agree to form a joint committee with a goal of establishing health and fitness standards to be implemented for all members of the bargaining unit. The Committee shall have three members appointed by the Mayor and three members appointed by the Association.

The Committee shall meet at regular times and shall provide an initial written progress report to the Mayor and the Association with subsequent written progress reports provided at ninety (90) day intervals thereafter.

The provisions of this section shall not be interpreted as a waiver of the rights of either party with respect to the issue of Health and Fitness standards.

The parties agree to adopt the limited duty policy and procedures outlined in Appendix B to this Agreement.

ARTICLE 23

Grievance Procedure:

Any grievance which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1: An Association representative and/or the aggrieved employee(s) shall present the grievance orally to the employee's immediate supervisor, and an earnest effort shall be made to adjust the grievance in an informal manner.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be presented in writing to the Chief of Police within twenty-one (21) calendar days after knowledge or reason to know of the occurrence or failure of occurrence upon which the grievance is based. The Chief shall meet with the Association representative(s) and/or grievance(s) within ten (10) calendar days from the time the grievance is presented to him, and he shall affirm or deny the grievance in writing within ten (10) calendar days after the meeting.

Step 3: If the grievance is not resolved in Step 2, it shall be presented in writing to the Mayor within ten (10) calendar days after the response of the Chief of Police has been nor should have been received. The Mayor or his designee shall meet with the Association representative(s) and/or grievant(s) within ten (10) calendar days from the time the grievance was presented to him, and he shall answer the grievance in writing within ten (10) calendar days after the meeting.

Step 4: If the grievance is not settled at Step 3, the Association may thereafter submit it to the American Arbitration Association within forty-five (45) calendar days after the receipt of the answer of the Mayor. The parties hereto shall share equally in the cost of the arbitration proceedings (exclusive of each side's own costs) and the decision of the arbitrator in the matter submitted shall be final and binding on the parties.

Any of the time limits outlined in this Article may be changed by mutual agreement of the parties.

Grievances of a general nature, affecting a large number of employees, or a policy grievance, may, at the Association's option, be filed at Step 3 of the grievance procedure.

Any dispute over whether a grievance was filed at Step 1 shall not cause a loss of jurisdiction, provided the grievance is timely filed at Step 2.

Right to Appear:

Whenever a grievance involving the actions of a member of the Association is presented to the Chief of Police pursuant to this Article or a similar provision of any other bargaining unit's contract within the Gloucester Police Department, that member shall have the right to be present and speak on his own behalf at each step of the grievance process.

ARTICLE 24

Training:

The members of the Association agree to participate in training programs, including but not limited to the sixteen (16) week course set up by the Commonwealth of Massachusetts Municipal Police Training Council, provided provisions are made therefor by the City of Gloucester.

Effective July 1, 2013 each employee shall receive 40 hours of training per year, to be taken at the employee's discretion. The officer shall receive overtime pay or time off if the class is scheduled during working hours. If the Chief of Police determines that the training will benefit the Department, the City will pay the class tuition. The benefits provided in this Article shall apply not only to courses offered by the Massachusetts Criminal Justice Training Council (MPTC) but also to other law enforcement training classes.

The Association agrees to mandatory attendance for all lieutenants at an executive development course similar to sergeant's school, similar training relative to executive development.

ARTICLE 25

Assignment of Extra Work and Extra Watches:

The following provisions shall govern the assignment of extra work and extra watches to Police Officers in the Bargaining Unit:

- A. There will be a list set up for extra watches. Included, on this list will be all regular police officers in the Gloucester Police Department. The Chief of Police agrees to rotate the available extra watches evenly through the members of this list and they will be treated equally on the list. The rate for such extra work (paid details) will be set by the Association, if other than the time and one-half rate as set forth in Paragraph B. When

the rate changes, the Association agrees to notify the City thirty (30) days prior to the new rate taking effect to allow the City to have input. The final decision on the rate rests with the Association. The Association agrees to adopt a more uniform pay structure but will continue to establish the pay rate.

- B. The rate of all details paid by the City shall be at one and one-half times the rate of pay, effective upon signing.
- C. So-called outside work not paid for by the city must be authorized and assigned by the Chief of Police. Construction and utility type details in this category will be assigned and divided by the Chief of Police as evenly as possible.
- D. When an assignment consists of more than 3 patrolmen, one superior officer shall be assigned.
- E. When authorizing outside work assignments, the Chief of Police shall determine the number of Superior Officers required. The assignment of Superior Officers may supersede the normal distribution called for in Paragraphs A and C.
- F. All City of City-funded road jobs, including contractors paid by the City, shall be paid a four-hour minimum standard at the time and one half pay rate. Work beyond four hours shall be paid hour for hour at the time and one-half rate. Employees working all other road jobs shall receive a four-hour minimum payment at the rate set up by the Association under Paragraph A of this Article.
- G. No employee shall work a paid detail during the 24-hour period following a scheduled shift that he or she was unable to work due to sickness.
- H. Retired bargaining unit members shall be permitted to become Special Police Officers and work road details and specific D jobs as decided on by the Chief of Police, after all sworn members of the Gloucester Police Department, including Reserve Officers, have been unable to fill such details. The Department shall require that such retired officers provide medical certification of good health and be in good standing with the Department. Retired officers must maintain CPR, first responder, and firearms certifications in order to be eligible for details. Disability retirees are ineligible for this benefit.
- I. The City agrees that all police work traditionally performed on a paid detail basis, including but not limited to traffic control at construction and utility sites, keeping the peace at private and public establishments and/or at private and public functions and events, and transporting money or valuables, shall remain the exclusive province of police officers who are in the bargaining unit, subject to the terms and conditions of this Agreement.
- J. All grant jobs will be hired off the "D" list.

ARTICLE 26

Auxiliary Police Officers:

It is agreed that auxiliary police officers will be ordered to duty only in accordance with the provisions of the General Laws.

As of July 1, 2013, the City will no longer hire auxiliary officers, but may employ those currently qualified as auxiliary officers.

ARTICLE 27

Permits:

It is agreed that officers' pistol permits shall be paid by the City of Gloucester at their regularly discounted fees established by the Commissioner of Public Safety.

ARTICLE 28

Seniority:

Seniority shall be established for all Lieutenants and Sergeants from the time and date of promotion to present rank.

Watches will be assigned by the Chief of Police in accordance with Lieutenants' and Sergeants' desires in order of seniority.

Watches shall be picked during the time period between November 1 and November 5 to take effect on January 1 next, for duration of one calendar year.

ARTICLE 29

Benefits – Past Contracts:

All benefits and privileges presently enjoyed by any agreements encompassed by past contract agreements, except those which may be inconsistent with the express terms of this Agreement, shall remain in force and effect during the term of this contract.

If a new agreement has not been executed on or before June 30, 2016, this agreement shall continue in full force and effect until a successor agreement is executed.

Benefits previously negotiated through collective bargaining and removed from the collective bargaining agreement shall not be grievable.

ARTICLE 30

Night Differential:

Each employee assigned to and/or working any overtime assignments/jobs (except court, beaches, road details and/or private details) on the 4 p.m. to midnight and the midnight to 8 a.m. watches will receive additional pay for night shift differential as follows: 4 p.m. to midnight: 8%; midnight to 8 a.m.: 10%. Vacation, sick, overtime and personal time shall be considered as time worked. An officer on IOD who was regularly assigned to a shift that entitled the officer to the differential shall continue to receive the differential while out on IOD. Night shift differential shall be considered part of the base pay for pension purposes.

No monies shall be paid under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated.

ARTICLE 31

Police Officer Bill of Rights:

The parties acknowledge the duty of all officers to answer specific questions regarding their performance and their compliance with standards of conduct applicable to Gloucester Police Officers. It is further understood that all officers have a general duty to cooperate in the investigation of matters which may lead to discipline. Accordingly, the refusal by an officer to answer questions, as permitted by applicable law, may, by itself, subject an officer to disciplinary action. Nothing in this Article shall preclude the Department from instituting disciplinary procedures, with or without pay as permitted by applicable law, when an officer is under indictment or otherwise charged with an indictable offense. Nor shall this policy preclude the institution of disciplinary proceedings without an interrogation or interview, or report.

To ensure that investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the Association, the following rules of procedure shall be established.

- A. The interrogation or interview of any officer shall be at a reasonable hour, preferably when the officer is on duty, unless exigencies of the investigation dictate otherwise. In the latter event, the officer's tour will be reassigned if practical.
- B. When possible, the interrogation will take place at the station.
- C. During each interview or interrogation, all questions directed to the officer under interrogation or being interviewed shall be through no more than two (2) interrogators or investigators.

- D. The officer shall be informed of the general nature of the investigation before any interrogation or interview begins. Sufficient available information to reasonably apprise the officer of the allegations will be provided. If it is known that the officer being interviewed is a witness only, he/she must be so informed.
- E. The interrogation or interview shall be within a reasonable amount of time and reasonable rest intervals will be allowed. Time shall also be provided for personal necessities, meals, and phone calls.
- F. No promise of reward shall be made as an inducement to answering questions. "Reward" does not include immunity or plea bargaining.
- G. In all cases wherein an officer is to be interrogated concerning an alleged violation of rules and regulations which, if proven, could result in his/her discipline, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and an Association representative before being interviewed. In such cases, the officer shall have the right to be represented at the interview by an attorney and an Association representative. In such event, the interrogation shall be postponed to not later than 10 a.m. of the second day following the scheduled day for the interrogation of said officer, unless a later date is mutually agreed upon, so that the Association representative and counsel may be present and participate in such proceedings.
- H. An employer request that an officer submit a written report regarding a matter which could lead to disciplinary action shall constitute "interrogation" for the purpose of this Article, which said officer shall not be required to submit said report until forty-eight (48) hours after such request, unless a later date is mutually agreed upon.
- I. When the investigation involves actual or potential criminal liability for the officer being interviewed, he/she shall not be compelled to answer any questions or submit to any interrogation or interview without first being granted transactional immunity and also being apprised of exactly what discipline would ensue if the officer shoes not to answer the questions.
- J. Any interview or interrogation conducted as part of an investigation which could lead to that officer's suspension or discharge shall be recorded mechanically or by a stenographer, at the City's discretion. The officer shall, upon request, be provided with the copy of the recording or stenographic record.
- K. An officer shall be advised of his/her Miranda rights when he or she becomes a suspect in a criminal investigation.
- L. In case where the employer chooses to relieve an officer from duty pending an investigation or other administrative determination, the officer shall remain on full salary and shall not lose any benefits until formally charged and suspended.

ARTICLE 32

Merit Standards:

The parties agree to form a joint committee whose goal shall be to agree on merit standards as the base for an employee evaluation system. The Committee shall have three members appointed by the Mayor and three members appointed by the Association.

The Committee shall meet at regular times and shall provide an initial written progress report to the Mayor and the Association, with subsequent written progress reports provided at ninety (90) day intervals thereafter.

The provisions of this section shall not be interpreted as a waiver of the rights of either party with respect to the issue of merit standards and employee evaluations.

ARTICLE 33

Management Meeting:

The Superior Officers agree to meet with the Chief of Police no more than eight (8) times during the calendar year to address management issues and address the leadership of the department. Meeting times shall be mutually agreed upon.

Diversity Training:

The parties recognize the racial, ethnic, and cultural diversity that exists in the City of Gloucester and agree that training which enhances the ability of employees to deal with such diversity in police situations may be helpful to the Police Department in carrying out its mission. Accordingly, they agree to cooperate in the implementation of a diversity training program to be administered by the Gloucester Personnel Department.

Promotions:

The parties agree to form a joint labor-management committee for the purpose of discussing changes to the promotional process.

ARTICLE 34

Family and Medical Leave Act, as follows:

The Association accepts the City's FMLA policy with the following amendments:

- A. In cases where an employee has not requested FMLA leave, the City shall notify the employee in writing as soon as it determines that the employee's leave is being designated as qualifying under the FMLA.
- B. The employee who receives such notice shall have an opportunity to appeal such designation and denial of such appeal shall be subject to the grievance procedure.
- C. Employees who have not requested FMLA leave have no additional obligation to provide medical documentation beyond those obligations already provided in this Agreement and no penalty shall be imposed on such individuals for failure to provide additional documentation.
- D. An employee who uses FMLA leave shall be returned to his same position or a similar position if his position no longer exists, once he is able to return to work. Ability to return to work after FMLA leave shall be determined in the same manner as return to work from sick or injured leave.
- E. If an employee has exhausted all his paid and unpaid leave, including FMLA leave, and shows by competent medical evidence that he is likely to return to work within six months, the City shall grant him additional unpaid leave in one-month increments until either (a) the employee returns to work; (b) the employee retires; or (c) the City determines by competent medical evidence that the employee is not likely to return to work within six months.

ARTICLE 35

Street Supervision:

Effective July 1, 2001, the City and the Association agree to continue the practice of assigning a watch commander and street supervisor to every shift, and further agree that all vacant supervisory positions shall be offered first to superior officers. If no superior officer is available to fill the vacant position, it may then be offered to a patrol officer at the Chief's discretion.

The City and the Association agree that, when a sergeant is assigned as officer-in-charge of a shift and an officer of higher rank is hired to work a street supervisory position, the higher-ranking officer shall take command, and the sergeant shall assume the street supervisory position. A sergeant who is reassigned, or "bumped", in this way shall receive sergeant's pay for the shift.

The City and the Association further agree that, when a lieutenant is assigned to patrol functions, including as part of any safety protocol, he or she shall remain in that assignment for the entire shift and shall not "bump" the assignment of a lower-ranking

superior officer, even if there is a sergeant or sergeants assigned as officer-in-charge of the shift, street supervisor, or both.

The parties agree that the Association currently self-regulates filling the shifts properly so that at least one supervisor is assigned on every watch. In the event that no supervisor is assigned to watch due to vacation, illness, or any other reason, the Chief of Police retains the right to assign a mandatory coverage of the watch by a supervisor. The Chief also retains the right to mandate that two supervisors cover the shift when he deems it necessary for public safety reasons.

ARTICLE 36

Health and Wellness Standards:

The City and the Association agree to implement health and wellness standards, including physical agility testing and medical examinations, as promulgated by the Human Resources Division, to the extent required by Sections 61A and 61B of Chapter 31 and Section 5A of Chapter 32 of the Massachusetts General Laws.

ARTICLE 37

Payroll:

The Association agrees to a revision of the payroll procedures to eliminate advance payment of weekly wages, so long as the method of revising those procedures spreads out the process over a one-year period.

Association members agree to receive their wages through direct deposit.

ARTICLE 38

Parking Lot:

The Association agrees to the movement of the parking facilities for employees' personal vehicles from the current facility to the Fitz Hugh Lane parking lot (as referenced by Ordinance 04-05, 5/11/04), so long as: (1) the Association may designate a voting member to sit on the committee designing the configuration of the parking lot; and (2) the new parking lot will provide space equivalent to the current lot, that is, for at least 23 personal vehicles of police personnel, which number does not include any spaces reserved for court personnel.

ARTICLE 39

Staffing:

The City shall use its best efforts to fill all vacant supervisory positions.

Effective July 1, 2013, any changes in current job descriptions will be made in conjunction with the Association and Chief. Specialty positions listed in this contract will be retained, whether in place or not, as superior officer duties.

ARTICLE 40

Residency:

Bargaining unit members shall not be required to live within the City of Gloucester but must comply with the state law residency requirements contained in Chapter 41, Section 99A of the Massachusetts General Laws.

ARTICLE 41

Civilian Dispatch:

The Association accepts in principle the concept of a central civilian dispatch to commence with the occupancy of a new public safety building in Gloucester, as long as the Patrolmen's Association gives its approval.

ARTICLE 42

Rules and Regulations:

The Association accepts the new Policies and Procedures and Rules and Regulation.

ARTICLE 43

DRUG AND ALCOHOL TESTING

- A. **Absence from Duty.** An employee who is absent from duty for more than ninety (90) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first seven (7) calendar days after his/her return to active duty. An employees may make a timely appeal of the Chief's decision that he/she be tested to the Human Resources Director.

B. **Serious Incidents.** An employee involved in an incident on the job that involves serious property damage, is life threatening, or involves serious bodily injury may be tested if the Chief has a reasonable belief that the incident was within the control of the employee.

C. **Reasonable Suspicion.** An employee may be tested after a determination by the Chief or his/her designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the Chief and the rational inferences that may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

D. **Procedures.**

1. Urine samples, when requested by the Chief, will be taking at and by an approved testing facility determined by mutual agreement outside the City of Gloucester.
2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory that has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987 and as updated.

The testing officer will maintain the sterility of the sample (split) and the integrity of the sampling procedure by executing the chain of custody process for the sample given and all related documentation. If a test result is positive, a split sample shall be reserved for independent analysis.

3. The employee to be tested will be interviewed by the technician taking the sample to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.

4. The report result will only be available to the Chief and Human Resources Director. Test results will also be made available to the employee. An employee

having negative drug test results shall receive a memorandum stating that no illegal drugs were detected in the sample supplied. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug testing. The employees will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. The employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.
6. The employee to be tested will be notified to report to the Chief just prior to the employee being taken to the testing facility. Advanced notification of the testing will be given; this is to insure the integrity of the test.
7. Acting through the Human Resources Director, the Chief will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.
- E. **Discipline.** An employee with a positive confirmatory drug and/or alcohol screening result may be suspended from employment under a just cause standard pursuant to the Collective Bargaining Agreement except as provided under Paragraph F. Upon the employee's return he/she will be subject to random drug tests for the following 12 months.

An employee with three (3) positive confirmatory drug and/or alcohol screening results within a five (5) year period may be discharged from employment.

- F. **Rehabilitation Program.** An employee who tests positive for illegal drugs or alcohol abuse shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program will be retested randomly for the following twelve (12) months. Any employee who does not successfully complete the rehabilitation program will be subject to discipline, including discharge under a just cause standard pursuant to the Collective Bargaining Agreement.

Treatment and rehabilitation shall be paid by the employee's insurance program. If the employee is a member of the City insurance program and the insurance plan does not cover rehabilitation, the City will pay for the cost.

An employees will be allowed to use his/her accrued leave benefits for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the twelve (12) month period, he/she shall be subject to disciplinary action per this policy.

- G. **Alcohol Screening.** Alcohol screening pursuant to this policy shall be conducted when the Department has reasonable suspicion that an on-duty employee's alcohol consumption is impairing or is likely to impair the employee's ability to perform his/her duties. No off-duty employee will be subject to alcohol screening.

ARTICLE 44

MUNIS System:

The parties agree that the City may adopt a new MUNIS payroll system.

The parties recognize that the current payroll cycle results in the end of the pay period being effectively one day after the pay date. This can result in inaccurate information reflected on the City's payroll records and the pay stub as to the allocation of pay types (regular time, vacation time, sick time, personal time, etc.) that can make up the earnings for the period. The parties agree that at a mutually acceptable pay date during Fiscal 2017, the payroll period end date will be adjusted to the Saturday immediately preceding that pay date. This will not result in any loss of pay for any member employee as compared to what the member employee would have been paid without this cycle adjustment. The cycle adjustment will result in up to an additional week of pay when the member terminates employment with the City.

ARTICLE 45

Reopener:

The parties agree that if during the duration of this Agreement the firefighters, patrol officers, or AFSCME Unit A or B negotiate COLA wage increases in compensation exceeding those set forth in this Agreement, this Agreement shall be reopened solely for the purposes of discussing cost of living wages.

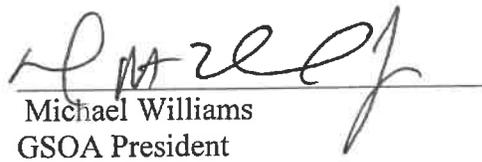
In witness whereof, the parties hereunto set their hands and seals this 21 day of November, 2017.

City of Gloucester,
By its Mayor,



Sefatia Romeo Theken

Gloucester Superior Officers Association
Massachusetts Coalition of Police,
Local 190, AFL-CIO,
By its authorized representatives



Michael Williams
GSOA President



James Destino
Chief Administrative Officer



Brian Aiello
Vice President/Secretary/Treasurer



Donna Leete
Human Resources Director



John McCarthy
Interim Chief of Police