

**AGREEMENT  
BETWEEN  
THE CITY OF BEVERLY  
AND  
THE BEVERLY POLICE  
SUPERIOR OFFICERS ASSOCIATION  
1 JULY 2015 – 30 JUNE 2018**

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The following Contract between the City of Beverly, hereinafter referred to as the "City" and the Beverly Police Superior Officers Association, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the City of Beverly and such of its employees who are within the provisions of this Contract, in order that a more efficient and progressive public service may be rendered. The parties hereto agree that this Contract is negotiated under the terms and conditions and as set out in Chapter 1078 of the Acts of 1973 and will be in compliance and conformance therewith.

#### ARTICLE I – RECOGNITION

The Employer hereby recognizes and the Association hereby agrees that it will act as the exclusive representative and bargaining agent for a bargaining unit as follows; All permanent employees of the City of Beverly in its Police Department in the rank of Sergeant, Lieutenant and Captain.

The rights of the Employer and the Association shall be recognized and the provisions of the Agreement shall be observed for orderly settlement of all questions.

#### ARTICLE II – SPECIAL LEAVE

Swaps (the granting of special leave with pay for a day or days on which the employee is able to secure another employee to work in his place) shall be subject to the approval of the Chief except as follows:

1. Employees shall be allowed twenty (20) swaps yearly "as of right", subject to the conditions hereinafter provided.
2. Swaps to attend school, subject to the conditions hereinafter provided.

All swaps shall be subject to the following:

- (A) Such substitution does not impose any additional cost on the City with regard to salaries or payment of wages.
- (B) The Officer in Charge of the shift in which the substitution shall take place shall be notified one (1) day prior to its becoming effective; except, that in the case of an emergency, notification may be made on a shorter term.
- (C) Neither the Department nor the City is held responsible for enforcing any agreement between employees.

#### ARTICLE III – OVERTIME

(A) All overtime will be offered to regular employees first, on a voluntary basis, and will be paid at a time and one-half rate for all hours and any portion thereof in excess of eight (8) hours per day and forty hours per week. In the event the Chief of Police or his designee determines that there are not a sufficient number of volunteers, the Chief of Police or his designee may then require employees to perform overtime service. Employees shall be given as much advance notice as possible of such overtime work. All overtime shall be distributed to employees on a fair and equitable basis and shall be averaged on a continuing monthly basis.

(B) Employees called to work on their day off or on their time off shall be paid not less than a four (4) hour minimum at a time and one-half rate. Each regular work shift shall have a regular starting time and a regular quitting time. Any work prior to the employee's scheduled starting time or subsequent to his regular quitting time shall be deemed overtime service and paid at time and one-half rate without a requirement that he be paid a four (4) hour minimum at time and one-half. Employees recalled in internal investigations will be compensated for said recall unless they are adjudicated guilty in said investigation.

(C) All overtime worked shall begin after the first fifteen (15) minutes worked.

(D) In lieu of City overtime pay, employees may request compensatory time off to be requested and taken in accordance with the individual vacation day protocol. Compensatory time off will not be awarded for overtime that is being paid for by grant funding.

#### ARTICLE IV – SICK LEAVE PROGRAM

(A) Sick leave may be considered to be absence from duty without loss of pay for the following reasons, subject to the approval of the Chief of Police or his designee:

1. Illness.
2. Injury, except where directly traceable to employment by an employer other than the City.
3. When an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off-duty hours.
4. When the serious illness of an employee's immediate family requires his personal attendance.

(B) An employee may be absent from duty without loss of pay for the following reasons subject to approval by the Chief of Police:

1. When an employee is absent from duty because of illness for which he would be entitled to the compensation under the provisions of the General Laws of Massachusetts, he shall receive compensation in the full amount equal to normal full pay for the time of disability.
2. When an employee is absent from duty because of an injury sustained in the line of duty for which he is entitled to compensation under the provisions of the General Laws of Massachusetts, he shall receive compensation in the full amount equal to normal full pay for the time of disability.
3. When an employee is exposed to a contagious disease in the performance of this duty and contracts the disease, he shall receive normal pay for the full extent of his disability.

(C) Compensation for sickness or other disability shall be limited to two (2) days for each month of service in the preceding twelve (12) months, but not more than twenty (20) days in any twelve (12) month period. Holidays and any other days not included in the normal work week shall not be included in the computation of days allowed hereunder. Sick leave credit will begin the first day of the month in which the employee is employed, but thereafter benefits thereunder shall be based upon continuous service since the date of original employment. If such service has not been continuous, such benefits shall be based upon continuous service since the last hiring date, after the expiration of such twelve (12) months of service or employment. Any sick leave allowed under this section may be accumulated, but said accumulation shall not exceed two hundred (200) days at any time. All members of the Association as of June 7, 2016 are considered grandfathered and may continue to accumulate up to two hundred and fifty (250) days at any time. All other provisions of the present sick leave ordinance of the City shall remain in full force and effect during the term of this Agreement

(D) Sick leave shall accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

(E) The Police Department shall maintain a record for each employee of all sick leave used and accumulated. A summary of such said record of sick leave accumulated upon request shall be sent to the Secretary of the Association within the month of January each year for the purpose of posting on the bulletin board.

(F) Notwithstanding the provisions of 69-9 of the Beverly General Code, the Chief of Police will specifically and in writing advise any officer whom he is concerned may be abusing sick leave, that a sick leave note will thereafter be required. All officers not specifically advised that sick leave notes are to be required will not have a responsibility to provide such sick leave notes. No employee shall suffer any loss of compensation or any other benefit because of this until given an opportunity to meet with the Mayor or his designee to review the determination of the Chief. The request shall be made within three (3) business days of receipt of notification from the Chief.

(G) The following Sick Leave Incentive program is hereby established, providing for a bonus equivalent to one day's pay for sick days unused or used as follows:

0 Days used .....	5-Day Bonus (each day's bonus equivalent to one day's pay)
1 Day used .....	4
2 Days used .....	3
3 Days used .....	2
4 Days used .....	1
5 Days used .....	0

During the five (5) day period after June 9, 1999, certain employees may have opted for the sick leave incentive program by written letter informing the City's Human Resources Department of their intent to participate in the program for fiscal year 1999, and they thereupon shall be deemed enrolled in said program. Employees enrolled in the program shall accumulate fifteen (15) days annually.

No later than June 30 of each year after Fiscal Year '99, employees who are interested in opting into the City's sick leave incentive program, shall by written notification to the Human Resources Department and copy to the Chief, indicate their desire to change to the sick leave incentive program for the following year.

(H) Sick Leave Bank: Bank provisions are set forth in Appendix B attached.

(I) Upon the retirement or death of an employee, he or his heirs, administrators, executors or assigns shall receive payment in grade for his unused sick leave, according to the following agreement: For over twenty (20) full years of service or for over fifteen (15) full years of service in the case of a disability retirement, the employee or his heirs, administrators, executors or assigns shall receive remuneration on the basis of fifty percent (50%) of not more than one hundred fifty (150) of his unused sick leave. All members of the Association as of June 7, 2016 are considered grandfathered and may continue to buy back up to fifty percent (50%) of not more than two hundred (200) of unused sick leave. For purposes of this section, a day's pay shall be computed as one-fifth of an employee's base pay per week.

(J) OPEB. Effective 10/1/2016, and annually thereafter on October 1, the City will reduce sick leave for each full time member of the bargaining unit by one day of sick leave (8 hours) and the City will contribute the value of that day to the OPEB trust. This day shall not affect the employee's eligibility for sick leave incentive. (Employee receives full accumulation each year and contributes one day (8 hrs) to OPEB).

#### ARTICLE IV A - LEAVES

Leaves taken under this agreement for reasons covered by any state or federal law, including but not limited to the FMLA, will be considered FMLA leave as well as leave under this Agreement and leave under any other applicable state and federal law, and will be deducted from the employee's statutory leave entitlement. This section is not intended to infringe upon any right an individual may have under USERRA.

#### ARTICLE V - BEREAVEMENT LEAVE

Section 1. Each employee in the Bargaining Unit shall be granted leave without loss of pay in the event of a death in his immediate family, provided, however, if the employee is working a shift at the time of a death, he shall be excused (upon being relieved by another superior officer), and the bereavement period will

begin on his next regularly scheduled shift. Such leave shall be five (5) working days, commencing with the day of death. For the purposes of this Article, the term "immediate family" shall mean and include the following: Mother, Father, Mother-in-Law, Father-in-Law, Sister, Brother, Spouse, Child, Stepchild, Brother-in-Law, Sister-in-Law, Grandparents and Grandchildren.

Section 2. For the death of any other relative not specifically referenced in Section 1 above, an employee shall be granted one (1) working day of bereavement leave (i.e., aunt, uncle, first cousin, niece, nephew, and any other relative living within the employee's household).

#### ARTICLE VI - HOLIDAYS

The following days shall be considered holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and Police Memorial Sunday the first Sunday in June. In no event will this Contract be construed to mean anything but that each member of the Bargaining Unit will be in receipt of twelve (12) paid holidays annually. Said payment of holidays will be made as follows: Employees will be paid in the first payroll week in December for Independence Day, Columbus Day, Labor Day, Veteran's Day and Thanksgiving Day. Employees will be paid in the first payroll week in June for Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day and Police Memorial Sunday. In lieu of Holiday pay, members may request compensatory time off to be requested and taken in accordance with the individual vacation day protocol.

#### ARTICLE VII - TEMPORARY SERVICE OUT OF RANK

No member of the Association shall be ordered to work in a rank lower than that which he has achieved or at work which, in the reasonable opinion of the Association, is not consistent with the rank achieved by the member. Members of the Association who are ordered to serve temporarily in a higher rank shall be compensated in accordance with General Laws, Chapter 31, Section 18, when they are appointed to be acting in that next higher rank.

#### ARTICLE VIII - BARGAINING COMMITTEE SECURITY

The City of Beverly agrees not to discharge or discriminate in any way against employees covered by this Contract or the Bargaining Committee for its Association activities.

#### ARTICLE IX - DISCIPLINARY ACTION

No member of the Association shall be removed, dismissed, discharged, suspended or charged in any manner except for just cause, and any hearings or interviews relating to any of the above, a Police Officer will have the right to have an attorney present on his/her behalf.

#### ARTICLE X - UNIFORM AND CLOTHING ALLOWANCE

- A. The Chief of Police, or some person under his supervision and control, shall, upon proper requisition, supply the members of the Police Department with buttons, badges, clubs, handcuffs, department issued chemical agent, and revolvers.
- B. Each officer in the bargaining unit will be issued, as an item of equipment and not considered in his/her clothing allowance, a rain coat and rain hat and appropriate foot gear, said equipment to be replaced when required.
- C. It is agreed by the City that it will supply and pay for the cost of pistol permits, including the cost of photographs of the members of the bargaining unit.

ARTICLE XI - HOURS OF DUTY OF PERMANENT MEMBERS OF THE BEVERLY POLICE  
DEPARTMENT

Section 1. Day Shift: 7:30 a.m. to 3:30 p.m.  
Early Evening Shift: 3:30 p.m. to 11:30 p.m.  
Late Evening Shift: 11:30 p.m. to 7:30 a.m.

Operation of Shift: Each of the three (3) shifts in a twenty-four (24) hour shift shall be divided by the Chief of Police or his representative into six (6) groups as near as possible and allocated therein so that in each seven (7) days of employment, each shift member shall have two (2) days off in reverse rotating schedule.

In the first seven (7) day period, group one shall be off on Thursday and Friday. In the second seven (7) day period, group one shall be off on Wednesday and Thursday. In the third seven (7) day period, group one shall be off Tuesday and Wednesday. In the fourth seven (7) day period, group one shall be off Monday and Tuesday. In the fifth seven (7) day period, group one shall be off Sunday and Monday. In the sixth seven (7) day period, group one shall be off Saturday and Sunday.

In succeeding weeks, the day off schedule for each group or shift will be in similar reverse rotating order as set forth for group one above. In any event, the work schedule will be in compliance with the 4-and-2 work schedule.

ARTICLE XII - PERSONNEL POLICIES

It is agreed by and between the parties that each member of the Police Department may, upon reasonable notice, have an opportunity to examine his personnel file so that he might have knowledge of the comments contained therein. It is further agreed that any and all commendations received by the Police Department will be put in the member of the Bargaining Unit's personnel file and a copy of same will be forwarded to the Mayor.

It is further agreed that any derogatory statements included in the employee's file will be forwarded to him and he will be given an opportunity to rebut said statements. Said rebuttals to be sent to the Chief of Police and the Mayor and a copy placed in the personnel file. Both parties further agree that neither of them will release any of this information from the personnel file or any other confidential correspondence between them, to the news media. The City and the Police Department shall first obtain the employee's written permission prior to any disclosures from the personnel file to any persons.

ARTICLE XIII - COURT TIME

An employee on duty at night or on vacation or on a day off who attends as a witness or in a similar capacity, or as a prosecutor in the performance of his duty for and on behalf of the Commonwealth of Massachusetts, the City of Beverly, or the United States of America, in any case pending before a Grand Jury of the Commonwealth of Massachusetts or the United States of America, or before the Licensing Board of the City of Beverly, or if he, with the approval of the Chief of Police, attends as a witness or in a similar capacity or as a prosecutor in the performance of his duty before any other State, Federal or Municipal agency, he shall be entitled to compensation at a rate of time and one-half for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than four (4) hours at such time and one-half rate.

Those Officers who receive compensation from Attorneys for civil appearances in Court will return said compensation to the City in return for their pay for said appearances.

ARTICLE XIV - CAREER INCENTIVE

Section 1. Officers of the Beverly Police Department shall receive additional compensation for the successful completion of credits leading to a degree in Police Science provided evidence of same is presented to the Head of the Department and the City Auditor prior to June 30th each year and payable on or before September 1, of that year.

Ten (10) Credits	\$280.00
Twenty-Five Credits	\$560.00
Forty (40) Credits	\$940.00
Sixty (60) Credits or an Associate's Degree	\$1410.00
One Hundred Twenty (120) Credits or a Bachelor's Degree or Law Degree	\$1880.00

Said money shall be applicable to retirement benefits.

Section 2. Education Incentive (Quinn Bill)

The City shall pay employees with the following degrees/credits the difference between one-half of the Quinn Bill (c.41, Section 108L) percentages set forth below and the amount of career incentive compensation paid employees under Section 1 hereof, if any, provided, however, such payment shall not exceed fifty percent (50%) of the Quinn Bill percentages.

The city having accepted the provisions of M.G.L. c. 41, Section 108L (Quinn Bill), employees shall receive additional compensation for the successful completion of the following credits leading to a degree in law enforcement or a degree in law, pursuant to Chapter 835 of the Acts of 1970 (c.41, Section 108L), provided evidence of same is presented to the Chief of Police and to the Human Resource Director of the City prior to August 1 of each year, which compensation shall be payable on or before September 1 of each contract year, as follows:

EDUCATION DEGREE/CREDITS EARNED IN LAW ENFORCEMENT/LAW	PERCENTAGE PAYMENT BASED ON BASE PAY/ANNUAL SALARY
Associates degree, or 60 credits Earned toward a Baccalaureate Degree in Law Enforcement	Ten percent (10%)
Baccalaureate Degree in Law Enforcement	Twenty percent (20%)
Masters Degree in Law Enforcement or a degree in Law	Twenty five percent (25%)

In the event that the Commonwealth of Massachusetts reduces its reimbursements to the City below its fifty percent (50%) obligation of such education incentive payment, then the employees shall receive the one-half such education incentive payments owed by the City, plus the reduced percentage amount of the reimbursement to the City by the Commonwealth of Massachusetts.

An employee's education incentive shall be included in the base pay/annual salary, and shall be deemed to be and is regular compensation for pension/retirement purposes. Said payment shall not be included, however, for the purpose of computing overtime, court time pay, night differential, sick leave buy-back or other weekly payments or leaves. Educational incentive shall be paid in the first payroll period in August of 1998 and in August of each year thereafter and shall not be reduced if an employee is on sick leave, injured, vacation or other compensable leave during the year.

Notwithstanding the above provisions, employees shall be paid the educational incentive pursuant to the Quinn Bill effective September 1, 1999 forthwith upon certification of employee's eligibility by the Commonwealth of Massachusetts Board of Higher Education and in the first payroll period of August, in each year thereafter.

Notwithstanding the foregoing provisions, employees receiving the career incentive compensation for ten, twenty-five or forty credits leading to a degree in police science (law enforcement) at July 1, 1999, shall continue to be paid the additional compensation provided by Section 1 until otherwise eligible for and entitled to additional compensation under the Quinn Bill as set forth in this Section 2.

Effective 1 July 2004, notwithstanding the payment to employees in August, 2004 of their education incentive pay, the sum of Two Thousand (\$2,000.00) dollars of education incentive pay shall be paid to each such eligible employee and shall be rolled in to base salary (pay scale), after implementation of the two (2) percent pay raise on 1 July 2004, and shall be paid weekly for all purposes for which the weekly base salary (pay scale) is calculated.

Section 3. An employee promoted into the bargaining unit or an employee promoted to a higher rank within the bargaining unit, shall be paid his/her education incentive payment based on the base salary (pay scale) of his/her rank from the date of his/her promotion.

#### ARTICLE XV - LONGEVITY

Longevity will be paid to all members of the Department on the first payroll period in December. Eligibility for longevity pay will be computed on the basis of the date of appointment as a regular full-time Police Officer of the Department. Members appointed as reserve Officers or provisional officers will also be credited for the actual days that they worked as either a reserve Officer or a provisional Officer. Each employee who has completed the years of service described below shall receive the following annual longevity payments:

10 Year of Service	\$500.00
15 Years of service	\$700.00
20 Years of service	\$900.00
25 Years of service	\$1,100.00
30 Years of service *	\$1,400.00

\*Effective July 1, 2016

Longevity pay shall be considered and is regular compensation for pension/retirement purposes.

#### ARTICLE XVI - INDEMNIFICATION

The City agrees to indemnify those members of the Bargaining Unit who operate police vehicles or motor vehicles of any type on behalf of the Police Department in accordance with past practice and in accordance with City Ordinance and State Statute.

#### ARTICLE XVII - SEVERABILITY CLAUSE

The provisions of this Agreement shall be severable and any provision or section hereof which is repugnant to or in conflict with any Federal, State or Municipal Law shall be void but such provision or section shall not affect any other lawful provisions or sections hereunder and the balance of said Agreement shall remain in full force and effect.

#### ARTICLE XVIII - PERSONAL LEAVE DAYS

Each member of the Bargaining Unit will be entitled to four (4) personal leave days each year. The members will be required to notify the Chief of Police within twenty-four (24) hours of their need to use a

personal leave day except in an emergency. Each employee may use half personal days at any time, provided, however, the Chief of Police or his designee may deny a half personal day if such use shall require overtime for shift coverage.

#### ARTICLE XIX - DEPARTMENTAL ORDERS

Each member of the Bargaining Unit will receive all Departmental Orders which will be numbered consecutively and given to him at Roll Calls. In addition, the President of the Association will be given all Departmental orders in the normal course of distribution.

#### ARTICLE XX - TRANSITIONAL CAREER AWARDS PROGRAM

Employees who do not qualify for education incentive pay under the provisions of this Agreement, whose names are set forth in Appendix D, shall be paid the sum of Two Thousand (\$2,000) Dollars annually, which sum shall thereupon be rolled in to the base salary (pay scale) of said employees and shall be paid weekly.

#### ARTICLE XXI - EXTRA PAID DETAILS

The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid by a City Department, by a Governmental Body or by an outside individual, group, corporation or organization.

(A) Assignments will be made in accordance with the attached rules which are marked "Appendix A", and incorporated by reference into this Agreement.

1. Officers will receive \$48/hour, with a minimum of four (4) hours. Traffic details exceeding four (4) hours shall be paid as eight (8) hours. All details exceeding eight (8) hours shall be paid at time and one-half (1 ½) the detail rate per hour from eight (8) hours onward.

City snow details (tagging/towing) shall be paid at the detail rate.

2. Officers in charge of a detail shall be paid eight dollars (\$8.00) above the aforementioned rate with a minimum of four (4) hours.

3. Superior Officers in charge of a detail at the polls shall receive time and one-half their hourly rate for each hour or any fraction thereof after the first fifteen (15) minutes.

4. Superior Officers will be paid at a double time rate for details performed on all holidays, and for details performed from 6:00 P.M. to the completion of a detail for those details performed on Christmas Eve, New Year's Eve and Thanksgiving Eve.

5. In compliance with Chapter 44, Section 53C, the City shall cause to be set up a fund in the Treasurer's Office so that all details worked prior to the close of the payroll in a given week will be paid in the following week.

6. The parties shall draft and attach as an Appendix a letter authoring employees to work out-of-town details.

7. Retired officers shall be allowed to work extra paid details in accordance with the Letter of Agreement attached hereto as Exhibit E.

(B) Out-of-City detail work shall be permitted in accordance with APPENDIX F.

## ARTICLE XXII - SENIORITY

- (A) Officers of rank will have their seniority determined by their date of appointment to their present rank. Officers appointed at the same time will have their seniority determined by their date of appointment to their next lower rank and in the case of sergeants, by their date of appointment as regular full-time patrolmen. All members of the Bargaining Unit will be granted a seniority date upon execution of this Agreement.
- (B) Seniority shall not be broken by vacation time, sick leave time, injury time, temporary layoff, suspension, or any leave of absence or any call to Military Service.
- (C) If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority.
- (D) In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority.
- (E) 1. Whenever a permanent opening occurs in any shift covering uniformed officers, excepting specialists as defined in paragraph two (2) of this section, a notice shall be posted for three (3) days, and the applicant with the greatest seniority shall be awarded the opening. Where seniority is the same, qualification will be the determining factor in selection of the employee to be awarded the opening, as determined by the Chief.
2. Specialists are defined as follows:
- a) Officer-in-Charge of Detective Division
  - b) One detective
  - c) A Safety Officer/CIU Commander
  - d) Operations Commander
  - e) An administrative Aide
  - f) A Prosecutor
  - g) A Training Coordinator
- The Officer-in-Charge of Detective Division shall have the rank of no less than Lieutenant; all other specialists shall have the rank of no less than Sergeant.
3. The Chief has the right to appoint and/or designate members of the bargaining unit to serve in specialist positions. In so appointing and/or designating, he does not have to pick from those who apply. The Chief's decision concerning the individuals appointed and/or designated is not subject to challenge.
4. If an employee leaves a specialist assignment voluntarily, he/she is entitled to return to a uniformed line position in his/her rank, with a fourteen (14) day notice to the Chief, and shall be assigned in accordance with his/her seniority. If the Chief removes a specialist from his/her position, the Chief shall give fourteen (14) days notice to the employee, and shall be assigned in accordance with his/her seniority.
5. A bidding procedure will take place on February 2<sup>nd</sup> of each year where all line position will be open to bid by employees, within ranks, by seniority (excluding specialist assignments)
6. During the term of this Agreement, there shall be no demotion in rank except for disciplinary reasons.
7. Patrol Commander shall be no less than the rank of Captain.
- (F) During the term of this agreement, there shall be no demotion in rank except for disciplinary reasons.

## ARTICLE XXIII - UNION BUSINESS LEAVE

- (A) Members of the Association's Bargaining Committee, not to exceed three (3), shall be allowed time off for local Union business, negotiations or conferences with the Mayor or Chief of Department without loss of pay or benefits and without requirement to make up said loss of time.
- (B) Members of the Association's Grievance Committee, not to exceed three (3), shall be granted leave from duty with no loss of pay or benefits for all regularly scheduled meetings between the City and the Association for such reasonable time as is required to prepare and/or process grievances.

(C) Officers and members of the Association, not to exceed one (1), shall be granted leave with pay to attend regularly scheduled meetings of the Massachusetts Police Association.

(D) Officers and members of the Association who are on duty at the time of a Membership or Executive Board meeting will be granted time to attend same without loss of pay or benefits.

(E) Officers and members of the Association who are delegates to the Massachusetts Police Association Convention will each be allowed three (3) days off with no loss of pay or benefits to attend such convention.

#### ARTICLE XXIV - VACATION

Members of the Bargaining Unit who have been in the service of the City for less than five (5) years shall have fourteen (14) working days vacation annually with pay. For more than five (5) years of employment but less than ten (10) years of employment, the employee shall receive seventeen (17) working days vacation annually with pay. For more than ten (10) years of employment, but less than eleven (11) years of employment, the employee shall receive eighteen (18) working days vacation annually with pay. For more than eleven (11) years of employment but less than twelve (12) years of employment, the employee shall receive nineteen (19) working days vacation annually with pay. For more than twelve (12) years of employment, but less than thirteen (13) years of employment, the employee shall receive twenty (20) working days vacation annually with pay. For more than thirteen (13) years of employment, but less than fourteen (14) years of employment, the employee shall receive twenty-one (21) working days vacation annually with pay. For more than fourteen (14) years of employment but less than fifteen (15) years of employment, the employee shall receive twenty-two (22) working days vacation annually with pay. For more than fifteen (15) years of employment, the employee shall receive twenty-four (24) working days vacation annually with pay.

The number of employees per shift allowed to be on vacation at any one time shall follow present practice; each member of the Bargaining Unit will receive two (2) weeks' vacation in the so-called "prime time" vacation period from June 20th to September 1st on their first pick of vacation and this pick will be by seniority on shift. There will then be a second pick by seniority for any person entitled to a vacation in excess of two (2) weeks.

Computation of service will start from the date of permanent employment. Permanent employment in another Department in the City will be computed in the length of service. Leave of absence except for Military Service shall not be computed in length of service.

It is agreed that employees may carry ten (10) days of vacation forward from one year to the next, provided, however, that they may only carry these days forward for one (1) year and the days must be used in the year following that which they are carried over from.

Each employee may use half vacation days at any time, provided, however, the Chief of Police, or his designee, may deny a half vacation day if such use shall require overtime for shift coverage.

#### ARTICLE XXV - GRIEVANCE PROCEDURE

(A) Purpose: The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

(B) PROCEDURE: Complaints, disputes or controversies of any kind which arise between one or more employees and the City or its agents concerning the working condition, hours of work, wages, fringes or rates of pay referred to in this contract, or which are provided for by any Statute, Charter Provision, Ordinance, Rule, Regulation or Policy, which is not in conflict with this Contract shall be processed as a grievance under the following procedure:

Step 1. Grievances shall be first presented by the employee and/or the Union representative 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 representative over the telephone to advise him of the grievance. The officer in charge 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 his regular duty without loss of pay to meet to discuss the grievance. Any grievance must be filed within fifteen (15) calendar days of the date the employee knew or reasonably should have known of the issue or occurrence which is complained of.

Step 2. If the grievance is not resolved in Step 1, the Grievance Committee shall refer the complaint to the Mayor or his designee within twelve (12) calendar days from the receipt of the Step 2 answer. The Mayor shall meet with the Grievance Committee within ten (10) calendar days to discuss the grievance, and will answer the grievance in writing within ten (10) calendar days after the meeting.

Step 3. If the grievance is not adjusted satisfactorily in Step 2, it may thereafter be submitted by the Association, and only by the Association, to arbitration, except as hereinafter in Paragraph (E) set forth.

Submission to arbitration shall be made within sixty (60) calendar days after the receipt of the Step 2 answer to the grievance, or after any action previously taken by the appointing authority pursuant to Chapter 31, by written notice to the City by delivery in hand or by mail, postage prepaid, addressed to the attention of the Mayor.

The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, the Association may request the American Arbitration Association or the State Board of Conciliation and Arbitration to provide a panel of arbitrators from which a selection of a single arbitrator shall be made, in accordance with their respective rules.

The parties shall share expenses for the arbitrator's services equally.

All grievances beyond Step 1 shall be presented in writing through the steps of the Grievance and Arbitration procedure and should state in reasonable detail the nature of the grievance and the remedy requested.

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 an Arbitrator shall be final and binding upon the parties hereto.

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

(C) Each party, at its own expense, shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

(D) The Association shall be entitled to submit grievances which affect the entire Association in the name of the Association in the same manner as provided herein for employees, said submission to start at either Step 1 or Step 2 of the Grievance procedure.

(E) An employee shall not be removed, discharged, suspended, reduced in rank or demoted, given punishment duty or disciplined in any manner except for just cause. Any dispute relative to the foregoing may be processed as a grievance under this Agreement or may be processed in accordance with law before the Civil Service Commission, provided, however, an employee may not pursue both his/her grievance/arbitration remedies and his/her statutory Civil Service remedies, if any, with respect to the same dispute, but must elect between them in writing, such election to be made after the action of the Chief of Police (who is the appointing authority), pursuant to M.G.L. c. 31, Section 41. If the employee elects to pursue a grievance involving Section 41 remedies and subjects, he/she, in the case of the suspension of an employee by the Chief of Police for five (5) or less calendar days, imposed without notice and hearing, must first appeal said suspension to the Chief of Police, and then may so elect to grieve the decision of the

Chief of Police under this Paragraph (E); and, in the case of other action by the Chief of Police pursuant to said Section 41, the employee, if he so elects, may grieve such other action when taken or imposed by the Chief of Police.

If an employee elects arbitration, any action previously taken by the Chief of Police pursuant to Chapter 31 will be considered the equivalent of a Step 3 determination, and the employee's election in writing shall constitute the grievance hereunder.

(F) The failure of the grieving party to present a grievance within and the failure of the grieving party to advance a grievance within any of the time limits set forth in the grievance procedures shall each be deemed a final abandonment and waiver of the grievance. Failure of the City to reply to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievance to advance to the next step, and starting the time period within which the grievance must be advanced or waived. The time limits specified may be extended only by the mutual agreement of the parties in writing to a date certain. Failure to specify such date shall make the agreement unenforceable. This shall not create a duty on the City's part to file for arbitration.

#### ARTICLE XXVI - ASSOCIATION DUES/AGENCY FEE

(A) The City shall, in compliance with Chapter 1078, Section 3, deduct Association dues and initiation fees, including arrearages, from the earned wages of all employees within the Bargaining Unit. No such deduction shall be made for Association dues from any employee's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the City. Members of the Association may rescind the aforementioned signed authorization for Association dues if they give notice to the City Treasurer and the Association within sixty (60) days prior to the expiration date of this Contract.

(B) Agency Fee. Each employee who elects not to join or maintain membership in the Association, shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of his employment or the date of execution of this Agreement, whichever is later, a service-fee to the Association in the amount of ten dollars (\$10.00) weekly, provided, however, that the Association certifies to the City that said service fee is proportionately commensurate with the cost of collective bargaining and contract administration.

#### ARTICLE XXVII - BLUE CROSS-BLUE SHIELD AND LIFE INSURANCE

(A) The City shall pay seventy-five per cent (75%) of an officer's premium for Blue Cross-Blue Shield, inclusive of "Master Medical" coverage.

(B) The City agrees to continue to pay fifty percent (50%) of the premium for its present \$3000 per employee life insurance program and plan. Employees shall have the option to purchase additional life insurance not to exceed the difference between their maximum base pay and \$3000, provided they pay the premium cost therefore.

(c) The City agrees that it will pay all medical bills resulting from "line of duty" injury on or before thirty (30) days after submission of said bills to it, provided same are submitted in accordance with present practice.

(d) During the life of this Agreement, the City reserves the right to offer additional health insurance plans, including but not limited to a so-called direct point of service health plan. The City shall pay seventy-five percent (75%) of the premiums of such health insurance plans offered by it to its employees. The City, however, will pay according to the following schedule for the premiums for the HMO plans offered by the City:

Effective 1 July 2005	85.0%
Effective 1 July 2006	82.5%
Effective 1 July 2007	80.0%

(e) Effective as of the date of the execution of this agreement, co-pays for medical services shall be

Office Visit                                 \$10.00  
Emergency Room     \$50.00

Effective July 1, 2010 co-pays for office visits shall be \$15.00.

ARTICLE XXVIII - NIGHT SHIFT DIFFERENTIAL

Employees who are regularly assigned to night shifts shall receive, in addition to their regular weekly salary, a weekly night shift differential of four percent (4%) of their applicable pay scale for working the early evening shift, and of five percent (5%) of their applicable pay scale for working the late evening shift. Night shift differential shall be included in the weekly pay scale of employees for the purposes of determining vacation pay, sick leave pay, injured leave pay, and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes. Employees who work a night shift tour of duty on an overtime basis will have the night shift differential computed as part of their pay scale for purposes of overtime computation.

Employees who work an evening or midnight shift on an overtime basis shall be paid, in addition to their overtime compensation, an additional \$15.00 for each such shift worked.

Effective July 1, 2009 the shift differential for the early evening shift shall be 5% and the night shift shall be 6%. Effective July 1, 2016, the shift differential for Division C (early evening shift) shall increase from 5% to 6% and Division A (the night shift) differential shall increase from 6% to 7%.

Any member working all or part of an early evening or night shift tour of duty not regularly scheduled will be paid the applicable percentage for all such hours worked.

ARTICLE XXIX - DATE OF APPOINTMENT

Date of appointment as referred to in the Articles of this Agreement, including but not limited to those relating to seniority, vacations, transitional career awards, longevity, etc., shall mean the date of appointment as a regular full-time police officer, with credit for actual days worked as either a Reserve officer or a Provisional Officer.

ARTICLE XXX - PAY SCALE

July 1, 2015 – June 30, 2016	-	2%
July 1, 2016 – June 30, 2017	-	2%
July 1, 2017 – June 30, 2018	-	2%

Pay scale as of July 1, 2015 to June 30, 2018 are set forth in APPENDIX C attached.

ARTICLE XXXI - MISCELLANEOUS

(A) The present injury report form used by the Police Department shall be filled out in triplicate by each member of the Bargaining Unit who is injured. One (1) copy to be kept by said member, one (1) copy to be filed with the Chief of Police and one (1) copy, to be filed with the Mayor's Office.

(B) The City agrees that it will, at its expense, provide each Police Officer with an individual physical examination on an annual basis, at his request and option.

(C) Each member of the Bargaining Unit will train and qualify under the supervision of the Department Armorer on a yearly basis, and each member will receive 2 additional use of force trainings per contract year not to include defensive tactics.

(D) Stability of Agreement.

1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

2. The failure of the Municipal Employer or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or the right of the Association to future performance of any such term or provision and the obligations of the Association and the Municipal Employer to such future performance shall continue in force and effect.

(E) All members of the bargaining unit may be required by the Chief of Police to attend up to six (6) staff meetings per year, not to exceed two (2) hours each, after their normal duty hours for which they will receive compensatory time-off at the rate of one and one-half hours for each meeting hour.

(F) Subject to the Human Resource Director's discretion, an employee with a non-line of duty life threatening sickness, infectious disease or injury, which affects his/her ability to perform his/her job, who has been out of work for fifteen (15) consecutive tours of duty or more, shall submit to a return-to-duty physical by a doctor designated by the City, at City expense. Such employee must fill out and sign the medical release form provided by the City to release medical records pertaining to his/her life threatening sickness, infectious disease or injury and its treatment and prognosis only. (See form attached as Exhibit One.)

Section 1. Such examination shall be limited to the sole question of whether the employee has recovered sufficiently from his non-line of duty life threatening sickness, infectious disease or injury which caused the absence from duty, to return to duty.

Section 2. An employee required to travel outside the City of Beverly for such examination shall either be given the use of a City vehicle or will be reimbursed for the use of his/her personal vehicle at the standard City mileage rate.

Section 3. An employee contemplating a return to duty shall notify the City as soon as reasonably possible to allow the City to schedule a return to duty physical examination should one be deemed necessary. Any employee sent for an examination on his/her day off shall be paid a minimum of four (4) hours pay as a call back.

Section 4. In the case of a non-line of duty life threatening sickness, infectious disease or injury for which an employee has been receiving sick leave for fifteen (15) or more consecutive tours of duty and the physician designated by the City and the employee's physician disagree as to the employee's fitness or non-fitness for return to duty, then said two physicians will pick a third physician (practicing in the area of medicine at issue) for a final and binding determination, at City expense. The decision of the third physician shall not be subject to the grievance and arbitration provisions of this Agreement or to the procedures of the Labor Relations Committee.

(G) Employees after training and certification shall, yearly thereafter, continue to be trained and certified in the use of the defibrillator at City expense.

(H) Management Advisory Team. A Management Advisory Team ("Team"), consisting of bargaining unit members, is established to assist and advise the Chief of Police. Members of the Team will focus their attention on organizational issues, including those of evaluation of Department employees they supervise, and on matters of departmental development and problem-solving, and will respond to Department opportunities made available to them, such as but not limited to grants. The Management Advisory Team will meet at the call of the Chief of Police, who shall preside, but not less often than twice per calendar year.

Members of the Team share leadership responsibility and knowledge at their supervisory levels, and will address on a continuing basis the problems and concerns of the sworn Department members they are assigned to supervise, which are brought to their attention.

The role of the Management Advisory Team shall be to:

- (a) Monitor organizational information (strengths, weaknesses, opportunities, threats);
- (b) Engage in problem-solving of matters/issues of Department concern;
- (c) Identify and discuss ongoing Department matters of importance;
- (d) Be apprised of and review the status of ongoing projects; and
- (e) Provide input, coordination, human intelligence resources, and analysis to Department projects, all under the guidance and direction of the Chief of Police.

Notwithstanding the foregoing, it is understood and agreed that employee members of the Management Advisory Team may not set or establish Department policy or policies, which, subject, however, to the terms and provisions of this Agreement is the sole purview and prerogative of the Chief of Police, nor shall members of the Team be required to participate in or discuss collective bargaining/issues and/or concerns of the Department or the City. It is further understood and agreed that employees and the Association retain all their and its rights and privileges under the law, Chapter 150E, inclusive of Sections 2 and 3 thereof, and under the Recognition Article of the Agreement".

(I) Employees whose names are set forth in Appendix D, who do not otherwise qualify for education incentive payments under this Agreement, shall receive, in addition to their annual pay scale/base salary and all other compensation to which they are due under this Agreement, five (5) percent of their annual pay scale/base salary, and this on a weekly basis. This five (5) percent additional compensation shall be considered part of base salary to compute sick leave, injured leave, personal leave and all other compensable leave, shall be paid weekly, and shall also be considered regular compensation for pension/retirement purposes.

(J) The Association acknowledges that the Chief of Police has provided certain Association members with cell phones in order that such personnel be available to the Chief as needed on a 24/7 basis. The Association acknowledges this existing availability policy and in return for the wage increases contained in this agreement accepts such policy, waiving all present rights, if any, to challenge such policy as a change of working conditions.

(K) Direct Deposit. All payments of payroll related items to any member will be made by direct deposit to a bank account of the member's choosing by the City Treasurer. All members will be responsible to provide the information necessary to make such direct deposits to the City's Accounting Department within sixty (60) days of the execution of this agreement.

(L) Use of Assessment Centers.

1. Promotion to the ranks of Lieutenant and Captain shall be by assessment center score consisting of 80% examination by a panel comprised of an assessment center and 20% of the score consisting of education and experience as scored by civil service administration protocols.

2. The Chief of Police shall have the sole discretion to choose the Contractor and Vendor administering and scoring the assessment center from a list of vendors approved by HRD. Prior to selection, the Chief of Police will consult with the Union and attempt to choose a contractor and vendor that is agreeable to the BPSOA.
3. The parties agree that a neutral third party shall observe all assessments for each rank and no Beverly police personnel shall be used to monitor or in any way be involved with another union member's assessment. The Union will provide the City with a list of five names comprised of Police Chiefs (active or retired) from which the City will select a neutral.
4. All participants shall be videotaped during all exercises. The video shall not be edited in any way and a copy of the video shall be made available to participants within a reasonable time upon their request. Further, members of the BPSOA participating in the assessment center shall have the right to review all materials and video used in scoring of the assessment and receive feedback as to all aspects of their assessment. Union members shall have the right to review all scoring materials and videos for all members in the event of a challenge of score or promotion.
5. No outside electronic or communication devices including but not limited to laptops, telephones, tablets, iPod, pagers, calculators or other similar communication or storage devices shall be allowed.
6. Assessment of promotional candidates shall be *scored* on only work and interviews done in the assessment on the day of the assessment. No outside assignments shall be assigned to candidates.
7. The delegation agreements between the City and HRD for the ranks of police Lieutenant and Captain are appended hereto as Appendix K.

(M) The Association acknowledges that the City has entered into a DRUG TESTING POLICY with the Beverly Police Benevolent Association which may require members of the BPSOA to assume additional duties. The Association acknowledges the possible imposition of additional duties upon Association members because of this DRUG TESTING POLICY and in return for the wage increases contained in this Agreement waives all rights, if any, to challenge such policy as a change of working conditions.

(N) The Association acknowledges that the City has entered into a change to the CBA between the City and the BPBA and that such modification may require members of the BPSOA to assume additional responsibilities relating to the duty assignments of patrolmen. (See BPBA-CBA ARTICLE 3§8). The Association acknowledges the imposition of possible additional duties upon Association members because of this duty assignment policy and in return for the wage increases contained in this agreement waives all rights, if any, to challenge such policy as a change of working conditions.

(O) The Beverly Educational Incentive Program ("BEIP") side letter agreement, dated March 24, 2011, attached hereto as Appendix J, shall supersede the BEIP side letter agreement dated February 22, 2010.

#### ARTICLE XXXII - OFFICER TABLE OF ORGANIZATION

1. When the City determines that a vacancy exists (as a result of death, resignation, retirement, dismissal, demotion, promotion or otherwise) it shall request a promotional examination from Civil Service (Human Resources Department) and attempt in good faith to fill such vacancy from a lawful certified civil service eligibility list resulting therefrom. It shall not be obligated to fill, but may fill in its discretion, any such vacancy on a temporary basis, pending a permanent appointment, whether by overtime, an acting appointment, a temporary assignment or otherwise.

2. An officer in the bargaining unit temporarily assigned by the Chief of Police to perform the duties of a higher rated job (i.e. Lieutenant or Captain) in the bargaining unit shall be paid at the pay scale of the higher rated job so long as the employee continues to perform such duties.

#### ARTICLE XXXIIA – INJURED LEAVE

1. Incapacitation. Whenever an employee is incapacitated for duty because of injury sustained in the performance of his/her duty without fault on his/her part, or an employee assigned to special duty, whether or not he/she is paid for such special duty by the City, is so incapacitated because of injuries so sustained, shall be granted full injured leave without loss of pay or other regular compensation and benefits for the period of such incapacity, and this pursuant to M.G.L. c. 41, Section 111F, as modified hereunder, and subject to the provisions of this Article.

In accordance with past practice, the Chief of Police shall review the employee's report of injury or claim for injured leave pay, and shall make a determination with respect to such report or claim for injured leave pay, and shall make a determination with respect to such report or claim, and this within a reasonable period of time, not more than thirty (30) days, after he/she receives the employee's report of the circumstances of his/her claim for injured leave. The Chief of Police's determination as to whether the employee should be granted the leave referred to in the aforesaid paragraph, if unfavorable to the employee, is subject to the grievance/arbitration provisions of this Agreement. A grievance disputing the Chief of Police's determination may be filed at Step 2 of the grievance procedure. Further, in accordance with past practice, the employee shall be placed on sick leave status or other compensable leave status (to the extent he/she has any such leave available and credited to him/her) during the period of his/her incapacity pending the determination of the Chief of Police; if the Chief of Police's determination favors the employee, the employee's use of sick leave or any other compensable leave shall be credited to him/her.

Employee grievances as to entitlement to injured leave pay under this Article, where the City or its Chief of Police disputes injured leave status or the duration or length of same, and the dispute does not involve determination by the City's physician that the employee is fit to resume police duty (as set forth in Section 2), shall be resolved only pursuant to the provisions of Article IV of this Agreement (subject, however, to the provisions of M.G.L. c. 150C).

2. Examination/Treatment. An employee so incapacitated for duty shall be entitled to examination and treatment by a physician and/or hospital of his/her own choice. The City shall continue to indemnify employees in connection with expenses arising from such injury in accordance with M.G.L. c. 41, Section 100.

The City or its Chief of Police may designate a physician to examine the employee once notice of injury is given, and shall have the authority to conduct further examinations at any time thereafter during the period of absence from duty to determine whether such incapacity continues to exist for return to full duty.

The employee's physician shall be afforded the opportunity to consult with the City's physician as to the employee's fitness to resume full police duty. If the employee's physician and the City physician disagree as to such "fitness", the following procedures shall be employed:

1. The Department will provide a copy of the City physician's report and recommendations to the employee to share with his/her physician.
2. Both the City and the employee's physician are encouraged to consult with each other to exchange views or clarifications.
3. When there is a disagreement between the City physician and the employee's physician as to the employee's fitness to resume full police duty, these two (2) physicians shall mutually select a third physician, in the specialty involved in the treatment of the employee, acceptable to both. The third physician, at the City's expense, shall examine the employee and render a written medical opinion as to the

employee's fitness to return to full duty. Copies of the third physician's opinion shall be forwarded to the City, to the City's physician, to the employee and to his/her physician.

Pending receipt of such written medical opinion, the City shall not require the employee to return to duty and shall continue to fully compensate him on paid injured leave.

If the third physician determines that the employee is not fit to return to full duty, the employee shall be continued on paid injured leave. If the third physician determines that the employee is fit to return to full duty, the employee shall no longer be continue on paid injured leave.

The opinion of the third physician shall be final and binding on the parties, including the employee involved. His/her determination shall not be subject to the grievance/arbitration provisions of this Agreement, or to judicial review.

3. No injured leave benefits shall be granted for any period after an employee has been retired or been pensioned in accordance with law or for any period after a physician, jointly designated as above set forth, determines that his/her incapacity for duty no longer exists for full duty.

#### ARTICLE XXXIII - MANAGEMENT RIGHTS CLAUSE

1. Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the City's operations, working force and facilities are exclusively vested in the City. Without in any way limiting the generality of the foregoing, and in keeping with Civil Service Law and Chapter 150E, the City has the right to plan, direct and control the City's police operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend, discharge, subject to Civil Service and grievance and arbitration procedure, or take other disciplinary action against employees for just cause, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively in the City. The provisions of this agreement supersede any conflicting or inconsistent rule or regulation promulgated or to be promulgated by the department.

2. The City may, effective upon execution of this Memorandum of Agreement, transfer or assign to a non-bargaining unit employee of the Police Department, the following duties: prepare payroll, recording outside details, OT, special pay, sick and vacation times, bill detail vendors and run daily log and attendance shall be removed from this bargaining unit.

3. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the City which may not be granted or waived by the City under the statutes of the Commonwealth of Massachusetts.

4. The Human Resource Director shall be involved in all matters under the contract to the extent provided by the City Charter.

#### ARTICLE XXXIV - DURATION OF AGREEMENT

This Agreement shall be effective 1 July 2015, or at such later date as to certain provisions therein, as may be specifically referred to in this Agreement, and shall continue in full force and effect to and including 30 June 2018

On or after 15 October 2017, either party may notify the other of its first proposals for a new Agreement to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

If negotiations for a new Agreement to be effective on the termination of this Agreement continue beyond 30 June 2018, this Agreement shall continue in full force and effect until a successor Agreement is executed.

#### ARTICLE - XXXV FLSA

The parties agree that there currently exists an FLSA work period of 7 days/43 hours. The Association acknowledges that all FLSA compensation due any member of the Association prior to June 30, 2009 has been fully paid.

Until June 30, 2011 the City will pay earned FLSA compensation to all members of the Association, including those members that might arguably be deemed exempt from FLSA because of their work duties. Unless otherwise agreed, after June 30, 2011 the City shall pay FLSA compensation only to Association members entitled to under law. Earned FLSA compensation shall be computed on a 7-day/43 hours per week basis and shall be paid on a 7-day schedule provided that payment can be administered accurately and efficiently via the current police (Pro IV) computer system. The parties will collaborate in making such determination, but the ultimate decision of the effectiveness of the Pro IV system shall be solely that of the City's Finance Director. Said decision shall be made by him as soon as possible, but in any event no later than 45 days from the execution of the parties' Memorandum of Agreement, dated April 14, 2010. Should the Pro IV system be deemed unacceptable by the City's Finance Director, FLSA benefits, although still computed on a 7-day 43-hour week basis, will be paid on a 28-day schedule. On June 30, 2011 the FLSA work period shall become 28 days/172 hours.

#### ARTICLE XXXVI - DRUG TESTING

The parties agree to the drug testing policy, attached hereto at APPENDIX G. No City initiated drug testing of any Association member shall occur unless in accordance with such policy or as otherwise provided for by law.

#### ARTICLE XXXVII - CITY OF BEVERLY LICENSE LOSS POLICY

The parties agree to the implementation of the City of Beverly License Loss Policy for police officers, which is attached hereto at APPENDIX L

#### ARTICLE XXXVIII - PERFORMANCE EXPECTATIONS AND EVALUATION

The parties agree to implement the performance expectations and evaluations as disseminated by the City on November 6, 2015 with minor modifications as disseminated January 20, 2016 with respect to the evaluation of BPBA members and as disseminated on February 18, 2016 and March 14, 2016 with respect to the evaluation of BPSOA members, within 30 days of execution and ratification of this Agreement. However, no evaluations shall take place until all BPSOA members are provided with 4 hours of training by the Human Resources Department and/or the Chief of Police or his designee with respect to the process and the forms.

Union members shall receive a one-time payment in the following amounts: Sergeant \$544, Lieutenant \$789, and Captain \$1,043 added to their base pay for July 1, 2014 in consideration for their agreement to the acceptance of and implementation of professional performance expectations and evaluations.

#### ARTICLE XXXIX - FIRST RESPONDER

Union members shall receive a one-time payment in the amount of \$900 added to their base pay for July 1, 2014 in recognition for their duties as first responders. In consideration of this payment, officers are expected to continue to act as first responders and will abide by all procedures and protocols enacted by the Chief related to the officers' role as first responders. Officers will further use any technology, procedures,

and protocols approved and mandated by the Chief related to their role as first responders. The parties agree that this payment is in exchange for any future changes to technology and/or protocols, which may be utilized by officers in their role as first responders.

ARTICLE XL - GRIEVANCES AND LITIGATION WITHDRAWN/DISMISSED

In return for the bargained for consideration contained in the MOA signed on June 7, 2016, the Association hereby agrees to withdraw and dismiss any and all grievances, arbitrations, charges of prohibited practice, other proceedings or litigation in whatever forum, with prejudice. Said withdrawals shall be made within 30 days of ratification of this Agreement.

ARTICLE XLI - AGREEMENT RATIFICATION AND APPROPRIATION

This Agreement is subject to the following:

Ratification by both the City and the Union; and,

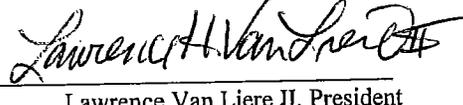
An appropriation by the City Council each year of sufficient monies to fund the cost increases for such year of this Agreement.

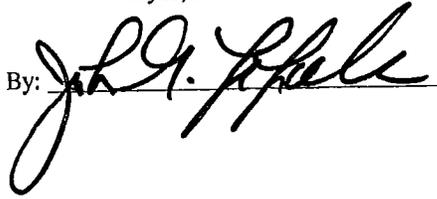
This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

City of Beverly

Beverly Police Superior Officers Association

By:   
Mayor, Michael P. Cahill

By:   
Lawrence Van Liere II, President

By: 

By:   
Timothy Hegarty, Vice President

By: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A - DETAILS

### A. Superior Officer extra paid detail schedule.

1. To be made out by a Superior Officer assigned by the Chief of Police.
2. The officer's duty will be to make the sheet out each week.
3. The officer will keep records of all earnings and the number of details worked by each officer.
4. Each member of the Bargaining Unit will be entitled to refuse an extra detail or overtime without reprisal or disciplinary action against the officer.
5. The Superior Officer will keep a record of all refusals by each member.
6. What constitutes a refusal will be determined by the Association herein signatory.

### B. System of Assigning details.

1. If a member of the Bargaining Unit refuses a detail the member will be charged for the detail just as though the member actually worked it.
2. The extra work list shall be posted each week.
3. Mutual swaps of jobs will be allowed, but only through the Superior Officer assigning details.

### C. Grievance Procedure.

1. Grievances will be submitted by the aggrieved directly to the Chief of Police.
2. If the Chief feels that the grievance has merit the Chief will resolve the grievance in favor of the aggrieved, failing which it may be processed further pursuant to the grievance procedure of the Agreement, and to arbitration if deemed necessary by the Association.

### D. Billing Procedure.

1. Billing will follow present practice.

### E. All requests for Superior Officers to work details will be submitted to the Superior officer assigning details.

1. The extra work list when posted should be signed by the Superior Officer assigning details.

## APPENDIX B -- LEAVE BANK

1. A sick leave bank will be established for use by permanent full-time members who have exhausted their own sick leave, vacation days and personal days and have a prolonged and/or serious illness or injury.
2. Each member shall contribute two days from his sick leave accumulation to the Sick Leave Bank annually in order to fund the Sick Leave Bank. Each member may contribute up to one-half his annual earned sick leave, i.e., 9 days, or 6.5 days if the member is currently part of the sick leave incentive program. Additionally, any Association member who has accumulated the maximum number of sick days allowable may donate all sick days earned in excess of the maximum to the Sick Leave Bank.
3. Members are to notify both the BPSOA and the Human Resource Director of the days he/she wishes to contribute. Additional days may be donated in the event that the Sick Leave Bank becomes depleted.
4. All unused days in the Sick Leave Bank shall carry over to the next year. The maximum number of days in the Sick Leave Bank shall be three hundred sixty (360).
5. The Sick Leave Bank shall be administered by a Sick Leave Board consisting of five (5) members: the Chief of Police, two (2) members appointed by the City, and two (2) members appointed by the BPSOA., designated by the Executive Board, and to serve at its pleasure. In the event that the member applying to the Sick Leave Bank is a member of the Sick Leave Bank Board, an alternate shall be elected. In order to award sick days, a majority vote is necessary.
6. Any initial grant of sick leave by the Board shall not exceed sixty (60) days. If need continues, re-application to the Sick Leave Board, may be made for extensions up to a maximum of thirty (30) days each. No more than one hundred eighty (180) days may be granted to any individual for any one illness or accident. The Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident when an employee's accrued sick leave and 180 days have been exhausted. Such situations will be brought to the attention of the Sick Leave Board by the BPSOA only, whereupon the Sick Leave Board may authorize additional days.
7. An employee who has received a grant from the Sick Leave Bank will, upon her/his return to duty, receive five (5) sick leave days from the Sick Leave Bank to be used in the event of illness during the remainder of the year. Days not used will be returned to the bank on the last workday of the year.
8. Subject to the provisions in this Article the Board shall utilize the following criteria in administering the Sick Leave Bank and in determining eligibility and amount of leave:
  - a) Adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return. This information shall be strictly confidential within the Sick Leave Bank Board.
  - b) The Sick Leave Bank Board may require a second opinion from an independent physician. A majority vote of the Sick Leave Bank Board is necessary to request a second opinion. The cost of the examination will be borne by the City.
  - c) Prior to being eligible for the Sick Leave Bank, and except for previous serious and/or prolonged illness or injury, a member must have fifty percent (50%) of the total number of sick days he/she could have accumulated, based on the member's date of hire as a permanent full-time officer.
9. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to grievance and arbitration process and shall not be subject to the Labor Relations Commission.

APPENDIX C - WAGES

BPSOA ANNUAL WAGES 2015-2018\*

	<u>SGT</u>	<u>LT</u>	<u>CPT</u>
FY2016 7/1/15-6/30/16	\$ 74, 473	\$ 87, 134	\$ 100, 204
FY2017 7/1/16-6/30/17	\$ 75, 963	\$ 88, 876	\$ 102, 208
FY2018 7/1/17-6/30/18	\$ 77, 482	\$ 90, 654	\$ 104, 252

\*THE WAGES SHOWN REFLECT AS AGREED A LIEUTENANT EARNING 17% MORE THAN A SERGEANT AND A CAPTAIN EARNING 15% MORE THAN A LIEUTENANT.

APPENDIX D – TRANSITIONAL CAREER AWARDS PROGRAM

Effective July 1, 2004, the following individual(s) are eligible for the Transitional Career Awards program under Article XX of this contract:

Sergeant Lawrence H. Van Liere, III  
Sergeant Richard E. Cassola

APPENDIX E - DETAIL ASSIGNMENT OF RETIRED OFFICERS

1. The officer must be retired under superannuation only, not disability.
2. The officer must be currently qualified under the firearms criteria of the Beverly Police Department as well as currently certified as a first responder (including C.P.R.)
3. The officer must assume the cost of any medical treatment incurred as the result of any injury under his/her personal health insurance.
4. The officer waives any right or entitlement to c. 41, §111F benefits or any other disability wage continuation plan provided by the City.
5. Any uniform and/or firearm necessary is provided by the officer at his/her personal expense.
6. The officer must be sworn as a City of Beverly special police officer pursuant to statute.
7. Such assignment(s) will be offered only when all regular members of the department have been offered the opportunity to work such private details.
8. Retired officers shall not be offered shift overtime or regular police assignments.

## APPENDIX F - OUT OF CITY DETAILS

1. Officers will be allowed to work extra paid details in requesting Cities and towns outside of Beverly when the City of Beverly and said requesting City or Town have a written agreement to provide Beverly Officers for such extra paid details.
2. No officer may work out-of-town details unless all overtime and detail work in Beverly has been filled for the day. However, officers ineligible for in-city work, may be offered out of town details, not withstanding the fact that in-city work remains unfilled.
3. Only full time police officers may work out-of-town details.
4. All requests for out-of-town details will be handled in the same manner that all other overtime and detail work are normally handled. The OIC shall review these requests consistent with the intent of mutual aid agreements maintained with neighboring communities. These requests will be granted unless there is an ongoing and compelling public safety issue in Beverly, as determined by the Chief or his designees.
5. A separate and voluntary list will be maintained and used for filling all out-of-town details. Out-of-town work will be distributed in accordance with the rules established in accordance with the rules established in Appendix "A".
6. Officers on out-of-town list will receive blocks or refusals for out-of town work offered to them on the out-of-town list only. Officers will not be given refusals or blocks for details worked out-of-town on the City of Beverly in-City detail list.
7. The Chief of Police will be responsible for establishing and maintaining agreements with neighboring communities in which the Chief will allow Beverly officers to work.
  - a. When the requesting City or Town demands, Beverly Police Officers who have performed a detail work at such City or Town shall submit their detail slip to such City or Town for payment.
  - b. When the requesting City or Town does not demand but permits, Beverly Police Officers who have performed detail work in such City or Town may submit their detail slip directly to such City or Town for payment.
  - c. In all other instances, City of Beverly Police Officers who have performed detail work outside the City of Beverly shall submit their detail slip to the City of Beverly for payment through normal payroll.
  - d. The City of Beverly shall bill the out-of-town department or vendor, but no payment shall be made to detail officer until such time as payment is received from the out-of- town department or vendor.
8. Any work list violations that are brought forward by any member of the BPBA or BPSOA will be adjudicated based on the established rules that are utilized by the Work List Committee.
9. Officers who work out-of-city details will comply with the uniform standards and practices of the community in which they work.
10. Beverly police cruisers (including unmarked) are not to be used when working out-of-city details. When officer safety becomes an issue at out-of-city detail, the Chief of Police or his designees may authorize the use of same.
11. When working out-of-city details, Beverly officers are subject to departmental Rules and Regulations and the Policies and Procedures of the Beverly Police department.

APPENDIX G

**ALCOHOL AND SUBSTANCE TESTING/REHABILITATION**

The City and the Union recognize that the mission of the Beverly Police Department requires the maintenance of a drug and alcohol free work environment effectuated through the use of an employee testing/screening program. Therefore, the City and the Beverly Police Benevolent Association, hereinafter, the "Union" agree to implement the following testing protocol which shall provide for "reasonable suspicion" testing, certain post-incident testing and shall also provide for the rehabilitation of any such employee found to be in violation of this protocol. It is the general intent of the parties to create a humanitarian program where both treatment and discipline are integral components.

A. **Standard for Ordering Drug and Alcohol Testing**

1. **Reasonable Suspicion**

Subject to the provisions of this article, an employee shall be subject to testing, if the Chief or a superior officer believes there is reasonable suspicion that the employee has used, possessed, or is under the influence of alcohol or any substance that would impair the employee's ability to perform his duties, as determined by the Police Chief, Captain, or Lieutenant. If the initial determination is made by a Captain or Lieutenant, he/she shall consult with a second Captain or Lieutenant or the Police Chief and they shall jointly decide whether reasonable suspicion exists and if the employee should be referred for testing. Determination of "reasonable suspicion" shall comport with legally accepted constitutional guidelines under state and federal law. The employee shall be advised by the Chief, Captain, or Lieutenant in writing, (and in a manner which protects the privacy of the officer), of the facts and circumstances constituting his/her determination of "reasonable suspicion", and such notice shall also inform the employee of his/her rights and obligations under this article prior to testing.

2. **Challenges**

If the individual or the Union challenges the reasonable suspicion upon which the City relies, the individual must still provide the test sample immediately, according to the procedures and safeguards set forth below. The Union reserves the right to file a Grievance in accordance with the provisions of this Agreement in the event the individual is disciplined or discharged based on the results of the test.

3. **Critical Incidents**

Subject to the provisions of this article, an employee may be subject to testing if involved in a "critical incident" which is defined as an event which:

(a) Occurs on Department property, on Department business or during working hours;

and

(b) Initially appears to have been caused wholly or partially by the employee's actions;

and

(c) Results in either:

- (i) A fatality or ~~serious~~ <sup>serious</sup>
- (ii) An injury to any person including the employee; <sup>or</sup>
- (iii) Damage to property that reasonably appears to be in excess of \$10,000.00.

#### B. Procedures and Safeguards for Drug Tests

The testing provided for in this article shall be subject to the following procedures:

(a) Testing performed may be urinalysis and/or breathalyzer as determined by the Chief in his or her discretion.

(b) The collection shall be conducted at such location as may be determined by the Chief which may include, at his or her option, the Beverly Police Department by a certified technician from an agreed laboratory, a collection facility, or a health facility, or collection by some other qualified individual (e.g. breathalyzer operator). Testing shall take place at a laboratory or collection facility that ensures:

- (i) The reliability of the samples taken;
- (ii) The prevention of tampering with said samples;
- (iii) Adequate protection of privacy which shall include the individual's right to provide the sample in a private, but secure, environment so as to assure the reliability and integrity of the samples; and
- (iv) It is not Beverly Hospital, unless agreed to by the Union and the Employee.

- (v) The City will attempt to utilize a laboratory or collection facility that is able to provide test results within 24 hours of a sample being submitted, at a reasonable cost to the City.
- (c) With respect to urinalysis, the testing facility shall split the sample taken in two parts, with one such sample being properly preserved, should a question as to the reliability of the result of the first sample occur. In the event of a positive test, as set forth herein, the individual and/or the Union may have the preserved sample tested by an independent laboratory of their choice. Alternatively, two samples may be taken.
- (d) Urinalysis testing shall be performed at a laboratory that has been certified by either a state or federal agency to provide such urinalysis testing. In the event the initial urinalysis test is positive, a second method of testing shall be immediately administered. This second test shall employ a methodology different from the first and the second test shall be equal to the reliability of (GC-MS) Gas Chromatography – Mass Spectrophotometers or greater.

#### C. Status of the Employee After Positive Test

In the event both urine samples test positive and/or a breath test is positive, the employee will be (in the first instance) relieved of duty and shall use such vacation, sick pay, and/or any other compensable leave to the extent available including sick leave bank, or put on leave without pay if not, until his/her return to work following completion of an employer and Union approved drug rehabilitation program (which may be inpatient or outpatient, including but not limited to counseling). The City may also suspend the employee subject to the provisions of M.G.L. Chapter 31 and/or the parties' collective bargaining agreement.

After successful completion of said rehabilitation program as confirmed by such program or other professional mutually agreed to by the City and the Union, the employee may return to duty subject to Section F. The employee shall be subject to follow up random testing, not to exceed four (4) tests per year, for a period of four years.

In the event of a subsequent (second or more) positive drug or alcohol test, the employee may be subject to immediate disciplinary proceedings, up to and including termination, but shall be availed of all of his/her rights under M.G.L. Chapter 31 and/or the parties' collective bargaining agreement. Only a suspension exceeding six (6) months or termination hereunder may be subject to arbitratable review. If any employee is found to test positive for a prescription

drug for which he/she has lawful prescription and which is being taken in accordance with such lawful prescription and does not affect his ability to perform his job, said employee shall not be subject to discipline under this article.

Testing by the City shall be at the sole expense of the City. Said reporting shall be maintained in a confidential manner and said reports shall only be provided to the Chief.

In the event of a positive confirmed test result, the written test report shall be provided both to the Chief and to the employee, who may provide it to the Union at his/her discretion. In the absence of a confirmed positive report (or a false positive deemed to be a negative) the testing laboratory shall keep all other test results confidential.

#### D. Voluntary Rehabilitation

Any employee who voluntarily enters a rehabilitation program shall be granted leave with pay to the extent that the employee has accumulated time off available to him/her. If the employee has no such leave available, he/she may be granted leave from the employee sick leave bank.

An employee who completes voluntary rehabilitation shall be returned to duty upon submitting proper clearance to do so from the rehabilitation facility involved. Such treatment shall be paid for by the employee's health insurance program. Any costs over and above that covered by insurance shall be paid by the City. In no event shall voluntary participation in counseling, inpatient, outpatient or other rehabilitation modules be considered as a "first positive" for the purpose of any subsequent discipline imposed pursuant to this overall testing protocol. "Voluntary participation" is defined as participation in rehabilitation that is not the result of a positive test (urinalysis or breathalyzer) as provided for in 3(A)-(C).

#### E. Promotion Testing

Candidates/employees selected for promotion will be required to submit to testing in accordance with the procedures contained herein. Failure to successfully pass such test before promotion will disqualify such candidate from promotion.

F. The foregoing policy in no way limits the Chief's ability to discipline the employee separate and apart from any consequences enforced due a positive urinalysis and/or breath test, if the related facts, circumstances, or events warrant discipline. This policy is strictly limited to the issue of a positive urinalysis or breath test.

APPENDIX H - CONSENT FOR NON-TREATING MEDICAL EVALUATION  
(Non-Line of Duty Life Threatening Sickness, Infectious Disease or Injury)

I \_\_\_\_\_ hereby submit to a medical evaluation and/or examination by a physician designated by the City of Beverly regarding the specific life threatening sickness, infectious disease or injury for which I was granted sick leave benefits by City of Beverly. I hereby give permission for the City designated physician(s) to obtain a medical history from my treating physician, perform a physical examination and, if necessary, obtain routine diagnostic tests in the office regarding the specific sickness, condition or injury referenced herein. I authorize the City designated physician to release information about the status of my recovery from the sickness, condition or injury for which I was granted sick leave benefits and my fitness or non-fitness for duty to my employer.

I further understand that no doctor-patient relationship will be formed between me and any City designated physician as a result of this encounter, that no doctor patient privilege will arise or apply to any information obtained or developed by any City designated physician in the course of my medical evaluation and/or examination, and that no City designated physician shall have any duty to me for medical care or treatment except to conduct the evaluation and/or examination in a manner consistent with accepted medical practice, and shall have no other duty to me for medical care, treatment or advice.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date