

AGREEMENT
BETWEEN THE
CITY OF BEVERLY
AND
THE BEVERLY POLICE
BENEVOLENT ASSOCIATION

JULY 1, 2015 - JUNE 30, 2018

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The following Agreement between the City of Beverly (hereinafter referred to as the "City") and the Beverly Police Benevolent 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 Agreement, in order that a more efficient and progressive public service may be rendered. The parties hereto agree that this Agreement is negotiated under the terms and conditions as set out in Chapter 1078 of the Acts of 1973 and will be in compliance and conformance therewith.

ARTICLE 1. RECOGNITION

The City 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 Patrolman.

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

ARTICLE 2. PAY ROLL DEDUCTION OF POLICE ASSOCIATION FEES AND DUES

The City shall, in compliance with Chapter 1078, Section 3, deduct Police 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/her 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 within sixty (60) days prior to the expiration date of this Agreement.

Notwithstanding the foregoing, the Treasurer shall deduct from the salary of each employee an Agency Service Fee certified to him/her by the Association and transfer the sum so deducted to the Treasurer of such employee organization provided that said Treasurer satisfies the City Treasurer that he/she has given to the Association a bond in a form provided by the Commissioner of Corporations and taxation for the faithful performance of his/her duties in such sum and with such surety or sureties as are satisfactory to the said City Treasurer. Further provided, that the Association certifies to the City Treasurer that said agency fees are proportionately commensurate with the cost of collective bargaining in contract administration.

ARTICLE 3. SENIORITY

Section 1. Seniority within the Beverly Police Department shall commence from the date of appointment as a regular full-time police officer of the department. Members appointed as reserve officers will be credited for the actual days that they work as reserve officers toward the establishment of a seniority date. Also, members appointed

as provisional officers will receive credit for that time. All members of the bargaining unit will be granted a seniority date at the inception of this Agreement.

In all instances in this Agreement, where date of appointment is involved such as seniority, vacations, transitional career awards, longevity, but not necessarily restricting thereto, date of appointment shall mean the date of appointment as a regular full-time police officer and, in addition, there shall be credited actual days worked as either a reserve officer or a provisional officer.

Section 2. 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.

Section 3. If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority.

Section 4. In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority.

Section 5. Whenever a permanent opening occurs in any shift in the patrol division, the entire uniformed division shall be rebid. When seniority is the same, qualifications will be the determining factor for the person to be selected for the position, as determined by the Chief.

Section 6. 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 select from those who apply. The Chief's decision concerning the individuals appointed and/or designated is not subject to challenge. There is no limit on the number of specialist positions and the Chief may designate the specialist position(s) as a superior officer in rank position or patrolman in rank position.

Section 7. Whenever specialized (or individual) training is to be conducted within the department, the employer agrees to post said training opportunities. Members may apply to receive said training, but unsuccessful candidates may not grieve their non-acceptance for training under Article 14, with the exception of COP training which is grievable.

Section 8. Patrol officers may bid annually for all patrol officer uniformed line positions (excluding specialist assignments). The bid procedure will take place thirty (30) days after the superior officers have finalized their annual bids. Bidding shall be awarded on the basis of seniority and any OIC who does not honor seniority in awarding a bid shall justify that decision in writing to the Chief.

ARTICLE 4. SWAPS

Section 1. "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/her place) shall be subject to the approval of the Chief except as follows:

- (a) Employees shall be allowed twenty (20) swaps yearly "as of right", subject to the conditions hereinafter provided; and
- (b) Swaps to attend school, subject to the conditions hereinafter provided.

Section 2. 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 5. EXTRA PAID DETAILS

The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by a city department, by a governmental body or by outside individual, group, corporation, or organization.

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

Section 1. Patrolmen will receive compensation at the following rates with a minimum of four (4) hours per assignment:

- a.) \$48./hour
- b.) Traffic Details exceeding four (4) hours shall be paid as eight (8) hours and other details shall be paid for actual hours worked;
- c.) Details exceeding eight (8) hours shall be at time and one half (1 ½) the detail rate per hour from eight hours onward.

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

Section 2. Strike details shall be paid at double (2) time the detail rate.
Emergency details (6:00 p.m. – 7:00 a.m.) non-scheduled details shall be paid at double (2) time the detail rate.

Section 3. Patrolmen in charge of a detail shall be paid at the rate equal to that of the superior officer's rate.

Section 4. Patrolmen will be paid at a double time detail rate 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, as well as details performed on any of the twelve (12) paid holidays. Double time and one-half shall be paid on any of the twelve holidays or any of the three "eves" when working a City overtime.

Section 5. The City shall, in compliance with Chapter 44, Section 53C, cause to 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 received in the payroll check in the next following week.

ARTICLE 6. OVERTIME

Section 1. All overtime will be offered to regular officers first, 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 (40) hours per week.

Section 2. 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 regular quitting time. Any work prior to the employee's scheduled starting time or subsequent to his/her regular quitting time shall be deemed overtime service and paid at time and one-half rate without a requirement that he/she be paid a four (4) hour minimum at time and one-half. Persons recalled in internal investigations will be compensated for said recall unless they are adjudicated guilty in said investigation.

Section 3. Patrolmen at the polls will receive time and one half their base wage hourly rate for each hour or any fraction thereof after the first fifteen minutes.

Section 4. All overtime worked shall begin after the first fifteen (15) minutes worked.

Section 5.

(a) Overtime will be first offered on a voluntary basis in accordance with regular call procedures.

(b) In the event the City determines that there are not a sufficient number of volunteers, employees may then be required by the City to work overtime in

the inverse order of seniority. Such seniority is to be determined on a department wide basis.

(c) A rotating list will be kept of those required to work shift coverage overtime.

(d) If and when the City determines it wants mandatory shift coverage overtime, it will be offered for the entire shift.

(e) **Mandatory Overtime:** Any employee ordered to work overtime, shall in addition to any benefits due him/her including overtime, be granted a day due (compensatory day). To be requested and taken as individual vacation day protocol.

The Department shall maintain a monthly on-call schedule for reserve officers. In the event no regular full time officer volunteers for shift overtime, a reserve officer(s) may be called in to staff the shift.

Section 6. 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.

Section 7. For the purposes of FLSA overtime computations, the parties agree that a seven (7) day, forty-three (43) hour work period will apply from July 1, 2008 through June 29, 2011. The work period will change on June 30, 2011 to a twenty-eight (28) days. Payment for monies due pursuant to the FLSA for the prior fiscal year shall be made prior to each July 31st.

ARTICLE 7. SICK LEAVE PROGRAM

Section 1. Sick leave may be considered to be absence from duty without loss of pay for the following reasons, subject to approval of the Chief of Police.

- (a) Illness.
- (b) Injury, except where directly traceable to employment by an employer other than the City.
- (c) When an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours.
- (d) When the serious illness of an employee's immediately family requires his/her personal attendance.

Section 2. An employee may be absent from duty without loss of pay for the following reasons subject to the approval of the Chief of Police.

(a) When an employee is absent from duty because of illness for which he/she would be entitled to compensation under the provisions of the General Laws of Massachusetts, he/she shall receive compensation in the full amount equal to normal full pay for the time of the disability.

(b) When an employee is absent from duty because of an injury sustained in the line of duty for which he/she is entitled compensation under the provisions of the General Laws of Massachusetts, he/she shall receive compensation in the full amount equal to normal full pay for the time of the disability.

(c) When an employee is exposed to a contagious disease in the performance of his/her duty and contracts the disease, he/she shall receive normal pay for the full extent of his/her disability.

Section 3. Compensation for sickness or other disability shall be limited to one and one-fourth (1 1/4) days for each month of service in the preceding twelve (12) months, but not more than fifteen (15) 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 on the first day of the month in which the employee is employed, but thereafter benefits thereunder 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 (250 days for members of the bargaining unit as of June 16, 2016, see attached list) at any time for sick leave use, but not buy-back. 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.

Section 4. Sick leave shall accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

Section 5. 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.

Section 6.

(a) Upon the retirement or death of an employee, he/she or his/her heirs, administrators, executors or assigns shall receive payment in grade for his/her unused sick leave, according to the following agreement:

For over ten full years of service, the employee or his/her heirs, administrators, executors or assigns shall receive remuneration on the basis of fifty percent (50%) of his/her unused sick leave capped at 150 days(200 days for members of the bargaining unit as of June

16, 2016, see attached list). For purposes of this section, a day's pay shall be computed as one-fifth of an employee's base pay per week at the time of redemption.

Section 7. Notwithstanding the provisions of Section 17-50 of the City ordinances, 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 Section 7 until given the opportunity to meet with the Mayor or his designee to review the determination of the Chief. The request for Mayoral review shall be made within three (3) business days of receipt of notification from the Chief.

Section 8. Notwithstanding any other agreements the City may make with any other bargaining unit(s), employees who are covered by this sick leave plan may continue during their time of employment with the City of Beverly to be covered by this (Article 7) language.

Section 9. Healthy Days – A sick leave incentive program will award officers not using sick days in any three month (quarterly) period with 1 “Healthy Day.” Officers not using a sick day during 4 consecutive quarters will be awarded an additional Healthy Day. Healthy Days awarded under this program shall be used only when they do not create overtime. At the officer's discretion, accumulated Healthy Days may be credited to the officer's sick leave bank for the purposes of sick leave buy back.

ARTICLE 7A. 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 7B. 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 8. 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/her immediate family. Such leave shall be five (5) working days commencing with the day of death. For the purpose 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, Brother-in-Law, Sister-in-Law, and Grandparents.

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. (Aunt, Uncle, first cousin, niece, nephew, grandchild and any other relative living within the employee's household).

ARTICLE 9. HOLIDAYS

Section 1.

The following days shall be considered holidays:

New Year's Day	Independence Day
Martin Luther King, Jr's Birthday	Columbus Day
Washington's Birthday	Labor Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Police Memorial Sunday (first Sunday in June)	Christmas Day

In no event will this Agreement 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 Police Memorial Sunday, 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, Jr.'s Birthday, Washington's Birthday, Patriot's Day and Memorial Day.

Section 2. Vacation on Holidays:

Assignment/requests for vacation or personal time on the 12 identified holidays shall be administered in accordance with prime time vacation protocol.

Section 3. In lieu of Holiday pay (12 holiday days), employees may request compensatory time off to be requested and taken in accordance with the individual vacation day protocol.

Section 4. Employees who normally receive night differential as set forth in Article 24, shall have their holiday pay computed on the basis of the additional night differential percentage.

ARTICLE 10. TEMPORARY SERVICE OUT OF RANK

No member of the Association shall be ordered to work in a rank lower than that which he/she 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 rank higher, shall be compensated in accordance with General Laws, Chapter 31, Section 18, when they are appointed to that next higher rank. So-called Police Cadets will have their services limited to typing and stenographic and will perform no law enforcement duties which are required of a police officer. Specifically, they will not be allowed to perform telephone duty to the general public or be authorized to dispatch police cars.

ARTICLE 11. UNION BUSINESS LEAVE

Section 1. All employees covered by this Agreement who are officers of the collective bargaining team, not to exceed four (4), shall be allowed time off for negotiations or conferences with the Mayor, or Chief of the Department, without loss of pay or benefits and without requirement to make up said loss of time.

Section 2. Members of the Association 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, and one (1) employee may be excused from duty for a reasonable period of time necessary to investigate grievances. Such time off shall be subject to the approval of the Chief, whose approval shall not be unreasonably denied. Such time off shall be subject to the operational needs of the department.

Section 3. Officers and members of the Association, not to exceed three (3), shall be granted leave with pay to attend regularly scheduled meetings of the Massachusetts Police Association.

Section 4. The Executive Board of the Association shall be entitled, during duty time, to hold eight (8) meetings per year, subject to the following terms and conditions:

- (a) The eight (8) meetings shall not exceed three (3) hours in length;
- (b) The eight (8) meetings are subject to the approval of the Chief, whose approval will not be unreasonably denied;
- (c) The eight (8) meetings, in any event, are subject to operational needs; and
- (d) Additional meetings (beyond eight (8)) shall be subject to the approval of the Chief.

Section 5. Officers and members of the Association, who are delegates to the Massachusetts Police Association convention, will be allowed time off as follows: not more than four (4) delegates will be authorized to attend. Each of those delegates will receive three (3) days for said convention and the total number of days allowed will be twelve (12) days for all four (4) delegates.

ARTICLE 12. BARGAINING COMMITTEE SECURITY

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

ARTICLE 13. DISCIPLINARY ACTION

Section 1. 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.

Section 2. This Article is not applicable to probationary employees (employees who have not passed their civil service probationary period).

Section 3. An employee who has passed his/her civil service probationary period who is removed, dismissed, discharged, suspended or charged may pursue his/her civil service remedies or his/her grievance and/or arbitration remedies but not both. Election must be made after determination of disposition of the matter at the local level.

ARTICLE 14. GRIEVANCE PROCEDURE

Section 1. 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.

Complaints, disputes, or controversies of any kind which arise between one or more employees and the City or its agents concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement or which are provided for by any statute, charter provision, ordinance rule, regulation or policy, which is not in conflict with this Agreement shall be processed as a grievance under the following procedure.

Section 2. Step 1. Grievances shall be first presented by the employee and/or Union Steward to the Superior Officer involved, and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with his/her steward over the telephone to advise him/her of the grievance. The officer in charge may, on request, permit the employee and/or the steward to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for the purpose of a meeting 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 shall be reduced to writing by the Association and presented to the Chief of Police. The Chief of Police shall meet with the Grievance Committee within seven (7) calendar days from the time the grievance is presented to him and he shall answer the grievance in writing within five (5) calendar days after the meeting.

Step 3. If the grievance is not resolved in Step 2, the Grievance Committee shall refer the complaint to the Mayor within seven (7) calendar days from the receipt of the Step 2 answer. The Mayor shall meet with the Grievance Committee within fifteen (15) calendar days after receipt of the grievance to discuss the grievance and will answer the grievance in writing within five (5) calendar days after the meeting ends.

Step 4. If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted within sixty (60) calendar days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

All grievances beyond Step 1 shall be presented in writing through the steps of the Grievance Procedure and shall 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. Within the limits of his/her authority and to the extent permitted by law, the award of the Arbitrator shall be final and binding upon the parties covered in this Agreement and the Arbitrator may not modify, amend, delete or add to the terms of the Agreement.

Any of the time limits outlined in this Agreement may be changed at any time by mutual agreement of the parties. Any dispute arising between the employee and employer which is a suitable matter for submission to the Commonwealth of Massachusetts Civil Service Commission and is submitted as a grievance for resolution under this Agreement shall not be arbitrable under this Agreement unless and until the employee waives in writing his/her rights to proceed under Civil Service.

Section 3. Each party, at his/her own expense, shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 4. 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 therein for employees, said submission to start as Step 3 in the Grievance Procedure.

Section 5. 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 15. HOURS OF DUTY OF PERMANENT MEMBERS OF THE BEVERLY POLICE DEPARTMENT

Section 1. Day Shift: 7:45 a.m. to 3:45 p.m.
8:15 a.m. to 4:15 p.m.
Early Evening Shift: 3:45 p.m. to 11:45 p.m.
4:15 p.m. to 12:15 a.m.
Late Evening Shift: 11:45 p.m. to 7:45 a.m.
12:15 a.m. to 8:15 a.m.

Officers assigned as Community Impact Officers may have their hours adjusted to meet specific policing needs.

The specialty position of Community Impact Officer (CIO) will be assigned to the Community Impact Unit (CIU) and will be governed by a department policy on said unit.

The Chief will determine the number of officers assigned to the CIU at a time. Officers assigned to the CIU will be assigned to a specialist schedule. Officers assigned to the CIU will be assigned duties as needed to address identified community needs. Examples of such duties include, but are not limited to, canine officer, traffic enforcement officer, or other duties properly assigned to the patrol force. The hours of CIOs may be altered to impact community issues, but the schedule will be posted one week in advance, and will be changed only in the event of an exigent circumstance. Assignment to the CIU will not impact minimum manning for the Patrol Division. The CIU will report directly to the Patrol Commander and may be attached to any division for command and control.

Section 2. 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 the first seven (7) day period, group two shall be off Wednesday and Thursday. In the first seven (7) day period, group three shall be off Tuesday and Wednesday. In the first seven (7) day period, group four shall be off Monday and Tuesday. In the first seven (7) day period, group five (5) shall be off Sunday and Monday. In the first seven (7) day period, group six 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 16. UNIFORM AND CLOTHING ALLOWANCE

Section 1. 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 firearms.

Section 2. 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. In addition, clothing or uniform items damaged or destroyed in the line of duty shall be replaced at City expense.

Section 3. It is agreed by the City that it will supply and pay for the cost of firearms permits, including the cost of photographs of the members of the bargaining unit.

ARTICLE 17. PERSONNEL POLICIES

Section 1. 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/her personnel file so that he/she 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's personnel file and a copy of the same will be forwarded to the Mayor.

Section 2. It is further agreed that any derogatory statements included in the employee's file will be forwarded to him/her and he/she will be given an opportunity to rebut said statements. Said rebuttals are to be sent to the Chief of Police and the Mayor and a copy placed in the member's 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 person(s).

ARTICLE 18. BLUE CROSS/BLUE SHIELD AND LIFE INSURANCE

Section 1. The City shall continue to pay seventy-five percent (75%) of an Officer's premium contribution for Blue Cross/Blue Shield. The level of benefits are to include so-called "Master Medical" coverage covering the Police Department.

During the life of this agreement, the City reserves the right contingent upon the continuation of Blue Cross/Blue Shield Master Medical 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 premium contribution of the health insurance plan offered by it to its employees.

Section 2. Employee contributions toward the premium for HMO medical plans shall be 20%. Effective October 1, 2009, the co-pay for office visits shall be \$10 and emergency room visits \$50. Effective July 1, 2010, the co-pay for office visits shall be \$15.

Section 3. The City agrees to provide life insurance coverage under the present program at Ten Thousand Dollars (\$10,000.00) per employee with the City paying fifty percent (50%) of the cost of the increased premium and the police officer paying fifty percent (50%) of the increase. The foregoing section on life insurance is provided that the same is permitted by the General Laws. In addition thereto, employees may purchase at one hundred percent (100%) of the cost additional life insurance beyond this Agreement at its full expense up to and including his/her maximum base pay.

Section 4. The City agrees that it will pay all medical bills resulting from line of duty injury in, or within, thirty (30) days of submission of same provided that said bills

are submitted for payment in compliance with the instructions of the representative of the City.

ARTICLE 19. 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/her 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/she, 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/her duty before any other state, federal or municipal agency, he/she shall be entitled to compensation at a rate of time and one-half for every hour or fraction thereof during which he/she was in attendance or appearance, but in no event less than four (4) hours at such time and one-half rate.

Those officers who received compensation from attorneys for civil appearances in court will return said compensation to the City in return for the court time pay.

ARTICLE 20. WAGES

Increase wages as follows:

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

Amend salary schedule as follows:

The Patrolmen's salary schedule, on the following effective dates, shall be:

Annual	Step 1	Step 2	Step 3	Step 4
7/1/2015	\$56,408	\$58,232	\$60,054	\$61,878
7/1/2016	\$57,536	\$59,396	\$61,255	\$63,116
7/1/2017	\$58,687	\$60,584	\$62,4808	\$64,378

Annual step raises to take effect on employee's anniversary date of employment.

ARTICLE 21. AUXILIARY POLICE, SPECIAL POLICE AND RESERVES

Section 1. The present Auxiliary Police and Special Police on the list will have all of their coats, shirts and other garments clearly marked with patches which indicate that they are Auxiliary Police or Special Police, said letters to be not less than one inch (1") in height. Auxiliary Police and Special Police, in any event, will not wear a uniform similar in color or quality to the uniforms worn by the Beverly Police Officers. The City agrees that Auxiliary Police and Special Police will be prohibited from working overtime tours of duty or paid detail tours of duty in the City of Beverly.

Section 2. The City has the right to use reserve officers in the following circumstances:

(a) In the event that regular bargaining unit employees do not desire to work an overtime shift, the Chief may then utilize reserves rather than require regular employees to work. Nothing contained herein shall be construed as a limitation on the City's rights under Article 6.

(b) The City shall not use reserves to fill any vacancy until members of the bargaining unit are unable to (or refuse to) fill the existing available jobs. (Shift assignment, overtime or private details).

Section 3. Retired officers shall be allowed to work in accordance with the Letter of Agreement attached hereto as Exhibit "E".

ARTICLE 22. BEVERLY EDUCATIONAL INCENTIVE PROGRAM

a. Eligible officers (including officers hired following the execution of this agreement and officers who receive degrees following the execution of this agreement) shall receive annually the following educational incentive increase:

- 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement from an accredited institution or at least four years of active military service and no less than an Honorable Discharge from said service. Should an officer have an honorable discharge after less than four years of active military service, upon request by an individual officer, the Chief in his sole discretion may deviate from this requirement on a case-by-case basis as long as the individual officer has served at least two years of active duty. Said request for this credit shall not be unreasonably withheld.

- 20% for a Baccalaureate degree in law enforcement from an accredited institution.
- 25% for a Master's degree in law enforcement or for a degree in law from an accredited institution.

b. The annual educational incentive payments as described in paragraph a. above shall be made in weekly installments. The weekly installment payments will not affect overtime, longevity, holiday pay, or other contractual payments tied to weekly base pay (The first \$2,000 of annual educational incentive pay will continue to be included in the officer's base pay for all purposes, as per current agreement).

c. For purposes of this Article, an accredited institution is any school listed by the New England Association of Schools and Colleges Commission or Institution of Higher Education.

d. Officers not eligible for an educational benefit who have over ten (10) years of service shall receive an annual "career transitional increase" of \$1,000, to be paid by on or about November 1 of each year.

ARTICLE 23. LONGEVITY

Section 1. 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 either as a reserve officer or a provisional officer.

Section 2. All employees who have completed ten (10) years of service shall receive Five Hundred Dollars (\$500.00). All employees having completed fifteen (15) years of service shall receive Seven Hundred Dollars (\$700.00). All employees having completed twenty (20) years of service shall receive Nine Hundred Dollars (\$900.00) and all employees having completed twenty-five (25) years of service shall receive Eleven Hundred Dollars (\$1,100.00). Said money shall be applicable to retirement benefits.

ARTICLE 24. NIGHT DIFFERENTIAL

Employees shall receive, in addition to their regular weekly salary, a weekly night shift differential of:

Effective July 1, 2016, the shift differential for Early Evening Shift (3:45 p.m. - 11:45 p.m. or 4:15 p.m. - 12:15 a.m.) shall increase from 5% to 6% and the shift differential for Late Evening Shift (11:45 p.m. - 07:45 a.m. or 12:15 a.m. - 08:15 a.m.) shall increase from 6% to 7%. Night shift differential shall be deemed regular compensation for pension and retirement purposes and those employees who are regularly scheduled to work at night will be paid a night differential for the full fifty-two (52) weeks of their employment, whether they are on vacation, sick or otherwise. Those members of the bargaining unit, including those already receiving night differential, who work a night shift tour of duty not regularly scheduled, will be paid the applicable percentage differential of their hourly rate for all such hours worked.

ARTICLE 25. VACATION

Section 1. Patrolmen who have been in the service of the City for less than five (5) years shall have fourteen (14) working day's 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 day's 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 day's 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 day's vacation 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 day's 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 day's 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 day's vacation annually with pay. For more than fifteen (15) years of employment, the employee shall receive twenty-four (24) working day's vacation annually with pay.

Section 2.

Applicable to all Employees

- (a) The vacation schedule sign up chart shall be posted from March 1 through April 30.
- (b) Bargaining unit employees shall pick by seniority on their assigned shift (choice of vacation period).
- (c) Up to three (3) patrol division employees per shift will be allowed to be on vacation at any one time. The picking of vacation by Superior Officer personnel shall not affect the "3 patrol division rule" per shift.
- (d) Subject to Section 2 (a), (b) and (c), each member of the bargaining unit will be eligible to receive two (2) weeks vacation in the so called "prime time" vacation period from June 20 to September 1 on their first

round pick of vacation. Subject to Section 2 (a), (b), and (c), in the event more "prime time" slots are available, they shall then be awarded on the basis of seniority on shift. Bargaining unit employees may also pick vacation up to three (3) members per shift in other available "non-prime time" shifts.

- (e) Vacation on Holidays Assignment/requests for vacation or personal time on the 12 identified holidays and the eve of Thanksgiving, Christmas and New Years shall be administered in accordance with prime time vacation protocol.
- (f) In the event an employee wants to change his/her vacation after the April 30 deadline, he/she must get the Chief's approval, whose denial is not challengeable.
- (g) Employees who do not sign up for all of their vacation time prior to April 30 shall be subject to the following rules in reference to any vacation time requested subsequent to April 30.
 - (i) In the event such vacation time is requested with less than eight (8) hours notice, the request is subject to the Chief's approval.
 - (ii) In the event such vacation is requested more than eight (8) hours in advance of the time requested, it shall be granted, subject to (c) (not more than three patrolmen per shift will be allowed to be on vacation at any one time). "Seniority" shall be irrelevant in reference to any request made subsequent to April 30 and such requests shall be granted on a first come basis.
- (h) Vacations may be requested, as above, in ½ tour increments. Once approved, such request shall not be bumped by a full tour request subsequently submitted.

Section 3. 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. Leaves of absence, except for military service, shall not be computed in length of service.

Section 4. It is agreed that employees may carry ten (10) days of vacation forward from one (1) year to the next. Provided, however, that they may only carry these days forward for one (1) year and they must be used in the year following that which they are carried over from.

ARTICLE 26. 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 27. 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 28. PERSONAL LEAVE DAYS

Section 1. Each employee will be entitled to four (4) personal leave days each year.

Section 2. The members will be required to notify the Chief of Police within eight (8) hours of their need to use a personal leave day unless of a particular emergency which prevents such notice. There will be an allowance of one (1) patrol division employee per shift at a time on a personal leave day (regardless of other vacancies or leaves) and the patrol division employee who first applies for a personal leave day shall receive same.

Section 3. Personal leave may be requested, as above, in ½ tour increments. Once approved, such request shall not be bumped by a full tour request subsequently submitted.

ARTICLE 29. DEPARTMENTAL ORDERS

Section 1. Each member of the bargaining unit will receive all departmental orders which will be numbered consecutively and given to him/her at roll calls. In addition, the President of the Association will be given all departmental orders in the normal course of distribution.

Section 2. The Human Resource Director shall participate, at the City's discretion, in all matters of contract administration, negotiations and/or labor relations.

ARTICLE 30. MISCELLANEOUS

Section 1. Injury Forms. The City agrees that it will establish an injury report form similar to or the same as the present injury form used in the Fire Department. Said form to be in triplicate and filled out by each member of the bargaining unit who is injured. One (1) copy to be kept by the police officer, one (1) copy to be filed with the Chief of Police and one (1) copy to be filed with the Mayor's office.

Section 2. Officers' Physical. The City agrees that it will, at its expense, provide each individual police officer with an individual physical on an annual basis. This, however, will in no way be mandatory on the police officers and may be performed at his/her request.

Section 3. Police Academy. Each newly appointed police officer will be required and will attend an accredited Police Academy in compliance with and within the time limits set out in the Massachusetts General Laws.

Section 4. Contract Cost. The Association agrees that it will supply the City with twenty-five (25) copies of its Contract and, in return, the City agrees that it will pay one-half (1/2) the cost of printing the Contract.

Section 5. Use of Force. Each member of the Beverly Police Department, at the department armorer's discretion, will train and qualify under the supervision of said armorer once a year and, in addition, each member will receive 2 additional use of force trainings per contract year not to include defensive tactics.

Section 6. Permanent Vacancies. The City will determine when a permanent vacancy occurs for the purposes of staffing.

Section 7. 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.

Section 8. Mobile Phones. The Union acknowledges that the Chief of Police will provide Association members with mobile phones to allow for voice, texting and e-mail in order that such personnel be available to the Chief or any other command staff officers as reasonably needed on a 24/7 basis for official department business. The Union acknowledges and accepts this availability policy, waiving all present rights, if any, to challenge such policy as a change of working conditions. Such contact with officers shall not be otherwise compensable.

Section 9. Body Armor Policy. The Union agrees to the implementation of the Beverly Police Department Body Armor Policy.

Section 10. Field Training Officer. The department shall assign patrol officers to the duties of Field Training Officer (FTO) for reserve and probationary officers. The department will send officers to be trained for certification as field training officers. The training will be subject to Article 3, Section 7. When assigning FTO duties, the department will first assign the duties to officers who have been certified. However, in the event that assignment of such duties to a certified officer is not practicable, all patrol officers may be assigned the duties of FTO.

Section 11. Community Impact Officer / FTO Stipend. Effective 7/1/2013, in exchange for agreeing to the Community Impact Officer position (Article 15, §1) and Field Training Officer duties (Article 30, §8), all patrol officers shall receive, in addition to the regular weekly salary, a stipend of 2% of base wages. This stipend will be paid weekly, and shall be included for the purpose of computing overtime, court time pay, night differential, sick leave buy-back, BEIP benefits and all other weekly payments or leaves. It is the intent of the parties that the stipend be considered "regular wages" as that term is defined by M.G.L. c. 32, §1.

ARTICLE 31. METER DUTY AND ENFORCEMENT

Section 1. The City may use non-police personnel to perform meter duty and meter enforcement work, if it so desires. The City will not layoff bargaining unit personnel to put this program into effect, however.

Section 2. The City will not utilize patrolmen to perform meter duty and meter enforcement work if and when it utilizes non-police personnel to perform such work, except as follows:

- (a) The City may continue to utilize one patrolman to perform such work as part of the patrolman's regular duties and responsibilities (straight time), as per past practice.
- (b) The City may continue to utilize patrolmen for "meter enforcement" purposes in response to a call (straight time) as per their historical duties on patrol.
- (c) Patrolmen may perform such duty on an overtime basis, if the City so chooses to hire.

- (d) Any patrol officer hired on overtime for meter duty shall not count towards the "second vacancy" for the purposes of the use of reserves.

Section 3. Anything contained in this Article 31 to the contrary notwithstanding, the aforementioned restrictions on the utilization of patrolmen to do meter duty work shall not be applicable in the event the City discontinues the utilization of non-police personnel to perform meter duty work.

ARTICLE 32. DISPATCHER DUTIES

Section 1. The City may use non-police personnel to perform telephone/dispatch duties, if it so desires. The City will not layoff bargaining unit personnel to put this program into effect, however.

Section 2. In the event the City were to utilize non-police personnel to perform dispatch duties and responsibilities, the continued use of patrolmen to perform the same dispatch duties and responsibilities shall then be subject to the following:

(a) One patrolman per shift may continue to be assigned such duties and responsibilities (straight time) provided a non-police dispatcher is then on his/her duty shift.

(b) Patrolmen may be assigned to perform dispatch duties and responsibilities, at any time, on an overtime basis.

Section 3. During the period of one (1) year from the date of the execution of a new collective bargaining agreement, one (1) patrolman per shift may continue to be assigned to perform dispatch duties and responsibilities notwithstanding the fact that a non-police dispatcher has not as yet been assigned to that shift but has been assigned to another shift. Once a non-police dispatcher has been assigned to a shift during the phase-in period, however, then patrolmen shall no longer perform such duties on that shift, except as herein provided.

Section 4. Any patrolman hired on overtime for dispatch duty shall not count toward the "second vacancy" for the purposes of the use of reserves.

Section 5. Nothing contained herein shall preclude the City from calling in non-police dispatchers on an overtime basis in lieu of calling in police officers on an overtime basis.

Section 6. Under no circumstances shall a patrol officer working a shift outside the station on patrol duty be assigned to dispatch duty on that shift in lieu of a non-police employee or the patrolman referenced in Section 2(a), above.

Section 7. Anything contained in this Article 32 to the contrary notwithstanding, the restrictions in this Article on the utilization of patrolmen to do dispatch duty work shall not be applicable in the event the City discontinues the utilization of non-police dispatchers to perform dispatch duty work.

Examples:

1. Assume the Following Facts:

- (a) The date of execution of the new agreement is: January 31, 1994.
- (b) Day Shift: City hires a non-police dispatcher.
- (c) Evening Shift: No non-police dispatcher has yet been appointed.

2. Day Shift:

So long as the non-police dispatcher is not out, the City may continue to utilize a patrolman to perform dispatch duties and responsibilities (straight time). If the non-police dispatcher is out, however, the City may call in another non-police dispatcher, in which case the patrolman may continue to be assigned dispatcher duties and responsibilities (straight time). In the event the City does not call in another non-police dispatcher, however, the City may not then utilize the patrolman to perform such duties on a straight time basis. It may call in a patrolman, however, in such a case to perform such duties on an overtime basis.

3. Night Shift:

One (1) patrolman may be assigned to perform such duties (straight time). After the one (1) year period (1/31/94 - 1/31/95), a patrolman may not be so assigned (straight time) unless a non-police dispatcher is on duty. Patrolmen may be assigned such duty on overtime basis, however.

ARTICLE 33. BULLET PROOF VESTS

The City shall provide individual (personal) bullet proof vests for use of the bargaining unit members. The vests shall be replaced at least every five (5) years or sooner if recommended by the manufacturer. Vests which have exceeded their expiration date shall be replaced immediately.

ARTICLE 34. HEPATITIS B SHOTS

The City shall provide Hepatitis B shots for all employees requesting the same. The shots shall be renewed for each employee as medically necessary from year to year.

ARTICLE 35. TRANSITIONAL CAREER AWARD

Section 1. For those employees who as of July 1, 2004 qualified for neither Article 22 benefits or who have not prior to July 1, 2004 been receiving benefits under this Article (35), the City will grant a \$2,000 career incentive award which shall be rolled into the employee's annual base salary and paid weekly.

Section 2. Employees who as of July 1, 2004 did not qualify for benefits under Article 22 and who were receiving benefits under this Article (35) shall continue to be entitled to a career incentive payment of 5% of annual base salary. \$2,000 of this career incentive shall be rolled into the employee's base salary and paid weekly.

ARTICLE 36. MANAGEMENT RIGHTS

• Except as otherwise expressly and specifically provided for 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, 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, or take other disciplinary action against employees for just cause, to make, administer and enforce 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, subject to M.G.L. c. 31, c. 150E and the grievance and arbitration procedure of this Agreement.

ARTICLE 37. RETURN TO DUTY

Section 1. Any employee absent for fifteen (15) or more consecutive tours of duty may be required to submit to a return to duty physical by a physician designated by the City.

Section 2. Such exam shall be limited to the sole question of whether the employee has recovered sufficiently from the sickness, condition or injury which caused the absence from duty, to return to duty.

Section 3. Employees required to travel outside the City of Beverly for such exam 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 4. Employees 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, should one be deemed necessary. Any employee sent for an exam on his/her off-duty time, after a return to duty, or on his/her day off, shall be paid a minimum of four (4) hours pay as a call back.

Section 5. In the case of a non-line of duty sickness, condition or injury for which an employee has been receiving sick leave, if the physician designated by the City and the employee's physician disagree as to the fitness or non-fitness for a return to duty and they are unable to resolve their differences of opinion after consultation, then the dispute shall be submitted to an independent physician picked by the Association and the City (practicing in the area of medicine at issue) for a binding determination of the question submitted. All rights of appeal in whatever forum are hereby waived by all parties.

ARTICLE 38. DEFIBRILLATION CERTIFICATION

The City may require bargaining unit members to achieve and maintain defibrillation certification without further award or compensation, but such training and certification shall be provided by the City at the City's expense.

ARTICLE 39. ALCOHOL AND SUBSTANCE TESTING/REHABILITATION

The City's drug testing policy is attached hereto as Appendix H. The parties agree to abide by such.

ARTICLE 40. CITY OF BEVERLY LICENSE LOSS POLICY

The parties agree to the implementation of the Loss of License Policy attached as Appendix I

ARTICLE 41. PERFORMANCE STANDARDS AND EVALUATION

The parties agree to implement the performance standards and evaluations as disseminated by the City on November 6, 2015 with minor modifications as disseminated January 20, 2016, within 30 days of execution and ratification of this Agreement.

Union members shall receive a one-time payment in the amount of \$300 added to their base pay for July 1, 2014 in recognition for their agreement to the acceptance of and

implementation of professional performance standards and evaluations. The Performance Standards and Evaluation criteria are attached hereto as Appendix J.

ARTICLE 42. 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 43. DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2015, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2018 or until a successor agreement is executed whichever date is later. Negotiations for a successor Agreement shall begin no later than thirty (30) days (but in no event earlier than December 1, 2017) after written notice by either party of its desire to commence negotiations for a successor Agreement.

The City and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement, but in no event later than fifteen (15) days after receipt of said notice, unless by mutual agreement otherwise.

This Agreement is subject to funding each year by the City Council of the City of Beverly.

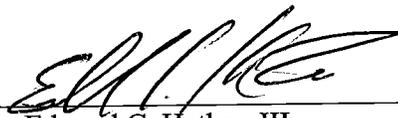
DATED at Beverly, this 17th day of May, 2017

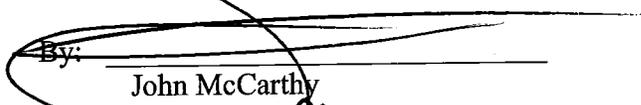
BEVERLY POLICE BENEVOLENT ASSOCIATION:

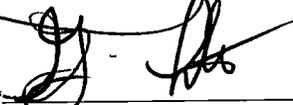
CITY OF BEVERLY:

By: 
Joshua R. Pickett, President BPBA

By: 
Michael P. Cahill
Mayor

By: 
Edward C. Hathon III

By: 
John McCarthy

By: 
Gary Little

By: 
Erik Abrahamson

Approved for the BPBA By:

Bryan Decker

APPENDIX "A"

I. ADMINISTRATION OF DETAIL LIST

Section 1. Private detail assignments shall be made available to all members of the bargaining unit represented by the Beverly Police Benevolent Association (BPBA) and to all members of the bargaining unit represented by the Benevolent Police Superior Officers Association (BPSOA) on a fair and equitable basis in accordance with rules approved by the Chief.

In determining "fair and equitable", all overtime and details worked by or charged to an employee, except court time, will be counted.

Section 2. The Executive Boards of both Associations shall designate one (1) mutually agreed-upon employee to maintain a proper up-to-date call-list, and such employee will assign, in accordance with the established rules, all the regularly scheduled private details on the weekly detail roster. The person so designated and the assignments so made shall be subject to the approval of the Chief.

Section 3. The duties of the person so designated, as aforementioned, shall include making out the sheet every week, keeping records of all earnings and the number of details worked by each person, and keeping a record of all refusals by each person.

Section 4. A six (6) person Detail Review Committee (DRC) shall be created to oversee the administration of the Private Detail List in an effort to solve any potential problems at the earliest level. Such Committee shall consist of each Association President, and two (2) employees from each Association. The DRC shall advise the Chief, or his designee, of their recommendations and proposed action and such

recommendations and proposed action shall be subject to the approval of the Chief or his designee.

Section 5. Any Superior Officer working a Private Detail that is not an "Officer-in-Charge" assignment, will be considered to be performing such detail on an equal basis with other employees of lesser rank on the same job, except in the case of the performance of police duties and responsibilities (for example and without limitation, if a robbery were to take place during a liquor detail assignment) and will be paid at the private detail rate. No Superior Officer shall be designated as an "O.I.C." unless there are three (3) or more patrolmen assigned to the detail.

Section 6. "Officer-in-Charge" Details will be administered from a separate list maintained by the BPSOA. However, all hours worked and refused from such separate list shall be totaled and counted as job/hours worked in computing standing on the Private Detail List and call-list.

Section 7. If a person refuses a detail, he/she will be credited for a detail just as though he/she actually worked it.

Section 8. The extra work list will be posted each week.

Section 9. Mutual swaps of detail jobs will be allowed but only through the approval of the Chief or his designee.

Section 10. Members of the Beverly Police Benevolent Association will be entitled to refuse an extra detail or overtime without reprisal or disciplinary action against him/her.

II. BILLING PROCEDURE

Billing will be done as it is done presently.

III. EMERGENCY DETAILS

Section 1. The person designated in I. Section 2 will always remain in contact with the station.

Section 2. He/she will have an up-to-date list of the individuals who are up for a detail.

Section 3. He/she will keep the individuals informed as to who is up for a detail call.

Section 4. Persons so informed who are in line for a detail call will remain in contact with the station.

Section 5. A person on call who has been properly notified of his/her status who cannot be reached by the station or does not accept an assignment when it is offered, will be marked with a refusal. Time refusal shall count as time worked for purposes of equitable distribution.

IV. REQUESTS FOR DETAILS

Section 1. All requests for police officers for details will be submitted to the Chief or his designee.

Section 2. The Chief (or his designee) after approval will give them to the person designated in I. Section 2.

Section 3. All details which appear on the extra work sheet must previously have been approved by the Chief or his designee.

Section 4. Before an extra work list is posted, it must be signed by the Chief or his designee.

V. CHIEF OF POLICE

The Chief of Police will establish such control of such list as he may choose. He will establish such rules, policies and guidelines as he sees fit in order to maintain such discipline as it is needed. However, any such control shall not affect the basic concept set forth in Section 1 that all employees, regardless of rank, shall have the opportunity to work an equal number of overtime and extra detail hours in the aggregate (excluding court time). Nothing herein shall negate the Chief's right to discipline.

The provisions of this Appendix A are subject to Article 6.

APPENDIX "B". SICK 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, comp-time, administrative days, and personal days and have a prolonged and/or serious illness or injury. Participation by members shall be voluntary.
2. Each member who participates may contribute a minimum of two days up to a maximum of ten (10) days from his/her annual sick leave entitlement in order to fund the Sick Leave Bank. Members who have reached the maximum sick leave accumulation may contribute all of his/her annual leave (20 days).
3. Members are to notify both the BPBA 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. However, at no point shall the number of days in the Sick Leave Bank exceed six hundred and twenty-five (625) days.
5. The Sick Leave Bank shall be administered by a Sick Leave Board consisting of five (5) members: two (2) from the City, two (2) from the BPBA (elected by the BPBA at the annual elections), and the chief of police. In the event that the member applying to the Sick Leave Bank is a member of the Sick Leave Bank Board, the alternate (elected at the annual election) shall take his/her place. 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) duty 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 BPBA 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.
9. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and shall not be subject to any further review.

**APPENDIX "C". CONSENT FOR NON-TREATING MEDICAL EVALUATION
(G.L. C. 41 §111F)**

I, _____, hereby submit to a medical evaluation and/or examination by a physician designated by the City of Beverly regarding the specific sickness, condition or injury for which I was granted c. 41 §111F benefits by the 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 c. 41 §111F 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 _____

**APPENDIX "D". CONSENT FOR NON-TREATING MEDICAL EVALUATION
(Non-Line of Duty Sickness or Injury)**

I, _____, hereby submit to a medical evaluation and/or examination by a physician designated by the City of Beverly regarding the specific sickness, condition or injury for which I was granted sick leave benefits by the 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 _____

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, notwithstanding 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". BEIP
SIDE LETTER AGREEMENT

WHEREAS, the City of Beverly and its Police Department recognize the value of a trained police force, both to increase the level of services to the Citizens of Beverly and to retain the ability to attract qualified officers;

WHEREAS, the City of Beverly has adopted the provisions of G. L. c.41 §108L ("the Quinn Bill");

WHEREAS, in fiscal year 2011 the Commonwealth has underfunded its obligation under the Quinn Bill to reimburse the City for Quinn Bill expenditures, and the parties have concerns over the Commonwealth's commitment to the Quinn Bill going forward;

NOW THEREFORE, the City of Beverly (the "City"), the Beverly Police Benevolent Association, Local 412, Massachusetts Coalition of Police (the "BPBA"), and the Beverly Superior Officers' Benevolent Association (the "BPSOA"), all of them collectively known as "the parties", hereby agree as follows:

1. It is the desire and intent of the parties to replace the Quinn Bill (and the corresponding contractual provisions regarding educational incentives) with the Beverly Educational Incentive Program ("BEIP"). In order to be able to fund the BEIP into the future, the parties agree to certain cost-cutting measures (to modify certain positions in the police department and contractual provisions) as described below.

3. In order to allow the City to fund the BEIP, the parties agree to the previously implemented cost-cutting measures, subject to the terms herein:

a. In exercise of its management rights and in its sole discretion, the Police Department has consolidated the duties of 2 BPBA officers into one position;

b. Sick leave per officer has been reduced from 20 to 15 days per year;

c. In the Patrol Division the number of officers authorized to take a day off has been reduced from 4 to 3 per shift and Patrol Division OIC's and PS's assigned to the same shift have been prohibited from taking the same day off.

3. The terms of the BEIP shall be as follows:

a. Eligible officers (including officers hired following the execution of this agreement and officers who receive degrees following the execution of this agreement) shall receive annually the following educational incentive increase:

- 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement from an accredited institution.
- 20% for a Baccalaureate degree in law enforcement from an accredited institution.
- 25% for a Master's degree in law enforcement or for a degree in law from an accredited institution.

b. The annual educational incentive payments as described in paragraph a. above if not already so paid shall be made in weekly installments commencing forthwith. The weekly installment payments will not affect overtime, longevity, holiday pay, or other contractual payments tied to weekly base pay (The first \$2,000 of annual educational incentive pay will continue to be included in the officer's base pay for all purposes, as per current agreement). An employee's educational incentive shall be included in base pay/annual salary, and shall be deemed to be and is regular compensation for pension/retirement purposes.

c. For purposes of this Article, an accredited institution is any school recognized by the Commonwealth of Massachusetts Board of Regents as a qualifying institution for purposes of Quinn Bill benefits.

d. Officers not eligible for an educational benefit who have over ten (10) years of service shall receive an annual "career transitional increase" of \$1,000, to be paid by on or about November 1 of each year. The only officers who qualify for this benefit are listed by name as follows: Little, Coletti.

e. In 2010 and 2011, the 5 sick days reduced per officer will be (or have been) placed in the respective association's sick leave bank, up to the maximum allowed by the respective CBA. Officers who attain the maximum 250 days in their individual sick leave bank may authorize all earned sick days exceeding 250 to be donated into the respective association sick bank. For the BPBA, the maximum sick bank is six hundred and twenty-five (625) days, and for the BPSOA the maximum sick bank is three hundred sixty (360) days. These shall be the final years when the 5 sick days will be available to be contributed to the respective sick bank. After 2011 the only sick days that may be contributed to the sick banks must come from the unused portion of each officer's allocation of 15 sick days.

f. The Chief or his designee may authorize up to 4 officers off on any shift if it does not create overtime. On identified (CBA) Holidays, on Christmas Eve, Thanksgiving Eve, New Year's Eve, and on fourteen days during "prime time" vacation period, each shift will be authorized up to 4 officers off, and the Patrol Division OIC's and PS's assigned to the same shift shall be permitted to take the same day off.

g. A sick leave incentive program will reward officers not using sick days of any kind, ("sick days" shall include days away from work due to family medical leave) in any three-month period with 1 "Healthy Day." Officers not using a sick day of any kind, including days away from work due to family medical leave during 4 consecutive three-month periods will be awarded an additional Healthy Day. For purposes of this sick leave incentive program, three-month periods shall be computed for each individual officer commencing on the day first following his/her last use of a sick day. Officers shall be required to maintain their own records of sick day use and shall be further required, when earned, to apply for credit of a Healthy Day/Days on a form to be prescribed by the Chief. Healthy Days awarded under this program shall be used only when they do not create overtime. At the officer's discretion, accumulated Healthy Days may be credited to the officer's sick leave bank for the purposes of sick leave buy back.

4. In consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged by all parties hereto, the BPSOA and BPBA and all of their respective members as indemnitors, shall indemnify and hold harmless the City as indemnitee from any and all claims by any Superior Police Officer or Patrolman of the City of Beverly respectively for any amount of Quinn Bill

compensation claim to be owed to any said Superior Police Officer or Patrol officer so long as this BEIP Agreement remains in force and effect and is fully funded.

5. This agreement is intended to and shall supercede ARTICLE 22 CAREER INCENTIVE of the current CBA between the City and BPBA and ARTICLE XIV CAREER INCENTIVES of the current CBA between the City and BPSOA, it being the present intention of the BPBA and the BPSOA that so long as BEIP remains in effect neither of them nor any of their members shall have any claim to any "Quinn Bill" benefits and if there is a discrepancy between this agreement and the terms of the respective CBA's, this agreement shall control.

6. Each of the signatories to this Agreement understands and agrees that by executing this Agreement he/she acknowledges that the BPSOA and the BPBA and its representatives have represented him/her fully and fairly in connection with all issues relating to the disposition of the matter and that, by executing this Agreement, he/she now and forever releases the BPSOA and the BPBA and its representatives from any and all claims, either contractual, statutory, or common law in origin, which he/she may now have or may have in the future.

7. Should the Commonwealth of Massachusetts increase its contribution for Quinn Bill benefits from its present level, then the BPBA and BPSOA shall have the right to re-open bargaining relative to BEIP and the Quinn Bill.

8. It is the parties' present intention that the terms of this Side Letter Agreement including the re-opener provision shall become integrated into and become part of the next negotiated CBA'S of the BPBA and the BPSOA respectively.

AGREED to this 24th day of March 2011.

Mayor William F. Scanlon, Jr.
For the City of Beverly

Erik Abrahamson, President
For the BPBA, Local 412, MCOP

By Lawrence VanLiere
For the Beverly Superior Officers' Benevolent Association

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APPENDIX "H". 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
 - (ii) A serious injury to any person including the employee; or
 - (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 be 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 "I". CITY OF BEVERLY LICENSE LOSS POLICY

A. Driving is a requirement of the job of all City police officers. The City requires that employees maintain a valid driver's license. The requirements of this policy are intended to be positive, in that it promotes progressive rehabilitation for the individual rather than simply punishment as a means of deterrence.

B. This Policy commences on July 1, 2016 and is not intended to be retroactive. The consequences for loss of license only apply to losses of a driver's license after the enactment of this policy.

C. "Loss of License" shall include the suspension, revocation, expiration, or any other loss of the employee's driver's license or right to operate a motor vehicle, in any jurisdiction, for any reason whatsoever.

1. The City will not allow any individual to operate a City vehicle, or a personal vehicle while conducting work for the City, without a valid driver's license.

2. Employees are required to notify their Department Head, or for Police Officers, the Chief of Police, or for members of the Fire Department, the Fire Chief, of any loss of license, in any jurisdiction, immediately. Failure to do so may result in termination.

3. Leave for any time necessitated by a loss of license will be the sole responsibility of the member and in no way shall there be an additional burden on the City of Beverly to cover the time or position. If the employee is not able to perform his/her job due to the suspension of his/her license, he/she will not be allowed to work and will not be paid. An employee who is not able to perform his/her job due to the suspension of his/her license may use vacation and personal time if he/she has it available.

4. The consequences of license loss are outlined below. To be counted as a subsequent offense (Second or Third Offense), the subsequent offense(s) must be within a ten year period from the time that the employee's license is reinstated by the Commonwealth of Massachusetts.

D. First Offense:

1. Written Warning

2. No Suspension, however, the provisions of C(3) are applicable in that if an employee cannot do his/her job, he or she will not be allowed to work and will not be paid.

The Chief is under no obligation to reassign duties to accommodate an employee whose license has been suspended.

3. The employee is required to participate in the Employee Assistance Program (EAP) and follow the EAP's recommendations and to fully participate in and complete the EAP's recommendations to the satisfaction of the Department Head/Chief.

4. Non-participation or non-compliance with the recommendations of the EAP will result in suspension without pay until the employee fully participates and complies with the EAP recommendations. Failure to participate or comply with EAP recommendations for a period of 30 days may result in termination.

5. The Chief, at his discretion, may depart from the foregoing if circumstances warrant (i.e. inadvertent non-renewal).

E. Second Offense:

1. 60 day suspension without pay.

2. The employee will return to the EAP and follow its recommendations.

3. The employee is required to participate in the EAP and follow the EAP's recommendations and to fully participate in and complete the EAP's recommendations to the satisfaction of the Department Head/Chief.

4. Non-participation or non-compliance with the recommendations of the EAP will result in suspension without pay until the employee fully participates and complies with the EAP recommendations. Failure to participate or comply with EAP recommendations for a period of 15 days may result in termination.

F. Third Offense:

1. Automatic termination

G. The foregoing Offense Consequences/Steps apply only to a loss of license that does not exceed 90 days. In the event that an employee has a license loss that exceeds 90 days, the Chief/Department Head may impose such consequences, including termination, as the Chief/Department Head deems appropriate under the circumstances.

H. The foregoing policy in no way limits the Chief's ability to discipline the employee separate and apart from any consequences enforced due to the loss of license, if the facts, circumstances, or events that led to the suspension warrant discipline. This policy is strictly limited to the issue of loss of license.



CITY OF BEVERLY
Police Department

Performance Expectations For Evaluation
Patrol Officer & Detective

Performance Expectations for Evaluation

Police Officers are professionals, and as such, are expected to maintain exceptionally high standards in the performance of their duties. Police Officers are not only looked upon to keep their community safe, but to be a foundation upon which a strong community is built. Police Officers are, as part of their core functions, expected to: protect life and property; preserve the peace; prevent crime; detect, arrest, and assist in the prosecution of violators of the law; enforce the laws of the Commonwealth of Massachusetts and the ordinances of the City of Beverly; supervise public functions (such as public events or road construction); and to respond to emergencies.

The following performance expectations are designed to make sure that Beverly Police Officers are living up to the high standards expected of them by the City and the community, and to assist officers in training, as well as professional and career development.

There are twelve criteria for measuring employee performance. Within each criterion, the Department has performance expectations separated into three rating categories (exceeds expectations, meets expectations, and below expectations). In each category, examples of work skills and performance are offered to give employees and supervisors an understanding of what should be measured. The examples provide a framework for employees and supervisors to prepare and discuss a performance evaluation but do not represent all potential measurements. The performance expectations incorporate the Rules and Regulations of the Beverly Police Department, which every officer is expected to know and to follow.

The Evaluation Process

Before the Evaluation. At the beginning of the employee's rating period, the employee should review this document. Employees are encouraged to compare their previous year(s) work performance with the expectations provided. Informal discussions with supervisors and peers will also give the employee insight into his/her performance strengths and growth areas.

Supervisory Evaluation. At the beginning of an evaluation period, supervisors will begin drafting evaluations for the employees assigned to their command. Each employee will be compared with the performance expectations and rated accordingly. Supervisors may include performance standards not mentioned in this document if they are pertinent to the employee's performance.

- a) **Measuring Performance.** The supervisory narrative should specifically cite performance that is above and/or below the overall rating.
- b) **Actions for Maintaining, Improving and/or Developing Performance.** The supervisor should highlight up to six performance issues the employee can maintain, improve or develop further. These areas will be subject to further discussion and review.
- c) **Overall Performance Summary.** The supervisor should give an overall rating giving each criterion approximately the same weight. The supervisor should also give an overall view of the employee's performance.

- d) **Comments and Signatures.** The employee and evaluation reviewers should sign and offer comments that are appropriate to the evaluation period.
- e) **Attachments.** The supervisor or employee may attach materials that support comments made on the evaluation tool. Each should be numbered and referenced within the evaluation.

Employee Interview. The employee and supervisor should discuss the evaluation thoroughly. The evaluation tool will be most effective when the employee full understands the comments offered by the supervisor and acknowledges the performance expectations.

Review. If an employee is rated as below expectations in one or more categories, the employee will receive additional training and instruction in the applicable category or categories and will be subject to review in said categories. The time of such review will be determined based on the nature of the deficiency, but will occur within 6 months from the date the evaluation is completed.

These performance standards in no way limit the Chief's ability to discipline an employee separate and apart from any consequences enforced due to a below expectations rating in one or more categories, if the facts, circumstances, or events that led to the rating warrant discipline on their own.

Professional Attitude and Development

Exceeds Expectations:

Consistently displays a positive attitude when dealing with other employees as well as with the public. Routinely reports for duty ready to meet the duties and responsibilities of his/her position. Consistently participates in discussions and endeavors to better the Department, its goals and initiatives. Input is consistently constructive and rarely divisive. Open to other ideas and suggestions. Tolerant of others with diverse backgrounds and/or opinions, and strives to make each encounter a positive experience. Consistently willing to help fellow employees and members of the public resolve issues in a mature and responsible manner. Regularly seeks to improve self by being self-aware and willing to accept coaching from others. Seeks out training and educational opportunities, on and off the job. Maintains an understanding of modern policing philosophy and consistently puts that understanding into practice in the performance of duties.

Meets Expectations:

Displays a positive attitude when dealing with other employees and members of the public. Prepared for duty and the responsibilities associated with his/her position. Participates in discussions and displays a willingness to improve the Department, its goals and initiatives. Constructive when offering ideas and suggestions. Works well with others of diverse backgrounds and/or opinions. Will offer assistance to fellow employees and members of the public. Will participate in Department training initiatives and will at times seek out other training and educational opportunities. Responds to criticism in a positive manner, accepting it as an opportunity for growth. Aware of modern policing philosophy and makes an effort to apply these in the performance of duties.

Below Expectations:

Tends to display a negative attitude when dealing with other employees and/or the public. Has a tendency to report for duty unprepared to perform required duties and responsibilities. Unlikely to participate in discussions and shows little interest in improving the Department, its goals and initiatives. Tends to be inflexible and may even appear to intentionally hinder the efforts of the Department to move forward. Tends to offer input that is not constructive and may appear to be divisive. Tends to be intolerant and/or at times disrespectful of others. Has a tendency to engage in gossip or other unproductive discussions. Tends to avoid or deny areas of growth and is reluctant to participate in training and educational opportunities. Tends to be excessively defensive when offered constructive criticism. Tends to be unfamiliar with modern policing philosophy and is unlikely to use these practices in the performance of duties.

Communications Skills

Exceeds Expectations:

Has an excellent working knowledge of the English language including proper grammar, vocabulary and sentence structure. Speaks clearly and concisely, listens attentively and is able to retain information precisely. Versatile at speaking in a wide variety of situations and is skilled at speaking on the phone and radio. Easily understood and can communicate effectively with a diverse group of people. Written communications are consistently completed in a timely manner, using appropriate forms and/or media. Written communications consistently contain all necessary information and require little or no revision. In all forms of communication (written, verbal, and nonverbal), employee is actively aware of what is being communicated and is alert to subject matter or language that may provoke or offend others. Understands when and who to speak with in any given situation, and the types of information that should be shared.

Meets Expectations:

Has a satisfactory working knowledge of the English language and generally uses proper grammar, vocabulary and sentence structure. Employee usually speaks clearly and is generally understood, listens effectively and is able to retain information accurately. Reasonably adept at speaking in different situations and effectively communicates on the phone and radio. Usually has no difficulty in speaking with individuals of diverse backgrounds. Written communications are completed on appropriate forms and generally submitted in a timely manner. Written communications contain most of the information required and may require some revision. In all forms of communication (written, verbal, and nonverbal), employee is aware of what is being communicated and is aware of subject matter or language that may provoke or offend others. With minimum assistance, understands when and who to speak with in any given situation, and the types of information that should be shared.

Below Expectations:

Tends to have difficulty with the English language. Tends to make errors with grammar, vocabulary and sentence structure. Prone to being misunderstood and/or fails to communicate effectively (including a tone or manner that may provoke others). Does not listen effectively and/or retains information inaccurately. Tends to be inflexible or limited in his/her ability to handle different situations. Tends to have difficulty communicating on the phone and/or radio. Has a tendency to communicate ineffectively with individuals of differing or diverse backgrounds. Written communications tend to lack sufficient information, regularly require revision and/or unnecessary correction. Has a tendency to submit reports or other required material late. In all forms of communication (written, verbal, and nonverbal), employee tends to be unaware of what is being communicated and is likely to discuss subject matter or use language that may provoke or offend others (or this behavior may be intentional). Has a tendency not to recognize who to speak with in any given situation and/or tends to share improper information.

Team Work and Cooperation

Exceed Expectations

Regularly available to other employees as a source of guidance, leadership and assistance. Makes every effort to understand and be sensitive to others with differing beliefs and styles. In conflict situations, strives to reach a consensus, is willing to make concessions, and is able to contribute to a professional resolution of the conflict. Consistently treats others with respect and courtesy and can be depended upon to offer assistance to others, particularly during difficult or stressful situations. Routinely offers constructive advice. Makes every effort to carry his/her portion of the team's workload, and can be expected to accept extra duty. Routinely commends and shares credit for success with team members. Consistently encourages other employees to work together to accomplish Department goals and objectives. Actively seeks out new ways to improve the agency and the community through team-oriented activities and projects.

Meets Expectations

Is usually available to other employees as a source of guidance, leadership and assistance. Usually understands and is sensitive to others with differing beliefs and styles. In conflict situations, understands the importance of a consensus, is able to make concessions, and contributes to a professional resolution of the conflict. Treats others with respect and courtesy. Usually offers assistance to others, especially during difficult or stressful situations. Will usually offer constructive advice. Will perform his/her portion of the team's workload, and occasionally accepts extra duty. Commends and shares credit for success with team members. Encourages other employees to work together to accomplish Department goals and objectives. Able to seek out new ways to improve the agency and the community through team oriented activities and projects.

Below Expectations

Tends to be unavailable to other employees as a source of guidance and assistance. Tends to misunderstand and/or be insensitive to others with differing beliefs and styles. In conflict situations, employee tends to resist a consensus, is unwilling to make concessions, and impedes a professional resolution of the conflict. Has a tendency to mistreat others and/or fail to use common courtesy. Tends not to give assistance to others. Tends to avoid giving advice and/or may give inappropriate advice. Tends not to carry his/her portion of the team's workload, and/or avoids extra duty. Demonstrates a tendency to diminish the contributions of others and/or exaggerates his/her own contributions to the team's success. Tends not to encourage other employees to work together and at times causes divisive behavior. Unlikely to seek out new ways to improve the agency and the community through team oriented activities and projects. Tends to be unnecessarily critical of other employees, the Department and/or community.

Beat Operations

Exceeds Expectations

Consistently plans and schedules his/her activities to make the most efficient use of time with strong focus on the goals of the Department. Skilled at performing multiple tasks and duties simultaneously. Preliminary, follow-up, accident and other reports are consistently submitted with all required information on or before required deadlines and timetables. Manages his/her time independently and is self-directed. Consistently keeps his/her supervisor informed about the status of projects and work assignments. Understands and applies the philosophy of community policing by engaging the community, establishing partnerships and focusing on long range problem solving. Is routinely aware of criminal activity and quality of life issues within the assigned beat. On a daily basis, the employee is very effective at handling the routine events that occur on the beat and is skilled at anticipating problems or other special needs. Actively contributes to the beat book, bulletin board, computer records, and/or any other resource that improves the daily operations of the Department. Maintains a strong familiarization with the role of other agencies and the resources they may have available.

Meets Expectations

Satisfactorily plans and schedules his/her activities so that work can be completed efficiently with focus on the goals of the Department. Is able to perform several tasks and duties simultaneously. Preliminary, follow-up, accident and other reports are generally submitted with all required information in accordance with required deadlines and timetables. Manages his/her time with a reasonable amount of coaching and will use free time to self-initiate activity. Keeps his/her supervisor informed about the status of projects and work assignments. Is observed practicing the philosophy of community policing by engaging the community, establishing partnerships and focusing on long range problem solving. Is aware of criminal activity and quality of life issues within the assigned beat. On a daily basis, the employee handles the routine events that occur on the beat and is able to anticipate problems or other special needs. Likely to contribute to the beat book, bulletin board, computer records, and/or any other resource that improves the daily operations of the Department. Maintains familiarization and/or is able to identify the role of other agencies and the resources they may have available.

Below Expectations

Tends to be ineffective or fails to plan his/her activities and work is not completed in an efficient manner. Work effort tends to be inconsistent with the goals of the Department. Tends to focus on single tasks or is otherwise rigid in the handling of duties. Preliminary, follow-up, accident and other reports are likely to be overdue. Tends to need direction, close supervision, and/or guidance from his/her supervisor. Does not understand or does not otherwise apply the philosophy of community policing on any regular basis. Tends to overlook or be unaware of criminal activity and quality of life issues within the assigned beat. On a daily basis, the employee unsatisfactorily handles the routine events that occur on the beat and is unlikely to anticipate problems or other special needs. Tends not to contribute to the beat book, bulletin board, computer records, and/or any other resource that improves the daily operations of the Department. Lacks the familiarization or ability to identify the role of other agencies and the resources they may have available.

Desk, Dispatch and Booking Operations

Exceeds Expectations

Consistently demonstrates awareness that desk and dispatch operations are critical to the effectiveness of the Department whether or not assigned to the desk position. When assigned, readily accepts the desk responsibilities and immediately tends to the duties. Consistently uses good judgment and is capable of making decisions without close supervision. Consistently demonstrates effective communication skills when dealing with the public, field units, dispatchers and supervisors. Demonstrates awareness of (or is able to quickly obtain information for) most community events, issues and circumstances and is able to respond to inquiries. Regularly monitors the activity of field units, routinely assists dispatchers and keeps supervisors informed. Ensures that accurate information is collected and assumes responsibility for accurate data entry into the journal, reports, restraining orders and other records kept at the desk position. Has a strong working knowledge of dispatch operations and equipment and is able to readily assist when activity levels or serious incidents require his/her attention. Skilled at booking detainees and insuring that all paperwork is processed correctly. Adept at handling difficult and/or combative detainees and is able to avoid foreseeable problems with cellblock operations. Makes wise decisions when to assist desk, dispatch, and booking operations when not assigned to these duties.

Meets Expectations

Aware that desk and dispatch operations are critical to the effectiveness of the Department whether or not assigned to the desk position. When assigned, satisfactorily tends to the desk duties. Is able to communicate effectively with the public, field units, dispatchers and supervisors. Makes good decisions and does not require unnecessary supervision. Is able to answer general inquiries about community events, issues and circumstances. Monitors the activity of field units, assists dispatchers and keeps supervisors informed. Is able to collect information and make accurate data entry into the journal, reports, restraining orders and other records kept at the desk position. Satisfactorily performs dispatch operations and is able to assist when activity levels or serious incidents require his/her attention. Can book detainees and process all paperwork correctly. Generally does not have difficulty-handling detainees and is able to avoid foreseeable problems with cellblock operations. Understands that any officer while present in the station may be called upon to assist with these duties, and does so to the best of his/her abilities.

Below Expectations

Tends to be unwilling to assume desk responsibilities. Tends to be unaware of the desk position's importance to the effectiveness of the Department (whether assigned to the desk position or not). Tends to be lax when assuming the desk. Tends to be ineffective when dealing with the public, field units, dispatchers and supervisors. Tends to use poor judgment and/or does not keep supervisors informed. Tends to be unaware of (or shows a lack of interest in) community events, issues and circumstances and is not effective at answering inquiries. Tends to be inattentive to the activity of field units and reluctant to assist dispatchers. Information collected for the journal, reports, restraining orders and other records tends to be incomplete and/or requires regular inspection by a supervisor. Tends to be ineffective with dispatch operations and equipment, and hesitates (or fails to) assist when activity levels or serious incidents require his/her attention. Demonstrates unsatisfactory skill at booking detainees and has difficulty processing the paperwork correctly. Tends to have problems with difficult and/or combative detainees and is not likely to foresee problems with cellblock operations. Tends to be unaware and/or unwilling to assist with these duties when present in the station, or tends to impede or disrupt the operations.

Traffic Safety and Enforcement

Exceeds Expectations:

Frequently speaks of the importance of traffic law enforcement, education and engineering. MV collision reports are always investigated thoroughly; operators and witnesses are accurately quoted or paraphrased; and accurate measurements and diagrams are made. Supplemental reports explain how and why the collision occurred, and specify why a citation was issued. Traffic related documents are always submitted in a timely manner. Demonstrates strong knowledge of traffic laws and related case law. Actively enforces MV infractions Overall traffic enforcement effort is well balanced between the types of citations issued and the offenses charged. Routinely identifies criminal MV offenders. Traffic and other road hazards are routinely identified and reported. Teams up with others to identify traffic problems and frequently uses unassigned time to self-initiate traffic enforcement. Uses the CJIS system routinely and effectively. When employed on a traffic detail, demonstrates a conscientious handling of traffic safety while meeting Department goals and public perception.

Meets Expectations:

Demonstrates ability to discuss, in a constructive manner, the importance of traffic law enforcement, education and engineering. MV collision reports are organized and provide sufficient information (including suitable measurements and diagrams) to meet the needs of the Department. Traffic related documents are submitted in a timely manner. Demonstrates a working knowledge of traffic laws and related case law. Meets Department expectations for enforcing MV infractions.. Overall traffic enforcement effort is balanced between the types of citations issued and the offenses charged. Is able to identify criminal MV offenders. Is able to identify road hazards and is able to work with others to identify traffic problems. Uses unassigned time to self-initiate traffic enforcement and regularly uses the CJIS system. When employed on a traffic detail, satisfactorily provides traffic safety while meeting Department goals and public perception.

Below Expectations:

Demonstrates unwillingness to accept the importance of traffic law enforcement, education and engineering. MV collision reports tend to be incomplete and/or require revision. Traffic related documents tend to be overdue and/or lost. Tends to make unnecessary mistakes with traffic laws and/or related case law. Enforcement of hazardous moving violations is inconsistent and/or below Department standards. Traffic enforcement tends to rely on one type of citation or narrowly focused on a few charges. Criminal MV offenders are infrequently identified. Parking enforcement is uncommon. Does not make an effort to identify road hazards or identify traffic problems. Unassigned time is not used for self-initiated traffic enforcement. The CJIS system is used uncommonly or ineffectively.

Investigation, Initiative and Problem Solving

Exceeds Expectations

Efficiently and effectively investigates all assigned cases. Consistently preserves evidence and crimes scenes from many different types of incidents. Understands and applies investigative methods that significantly improve the quality of the investigation. Preliminary reports are thorough and follow-up investigations are completed as quickly as the investigation permits without prompting from a supervisor. Frequently self-initiates investigations and routinely conducts threshold inquiries. Routinely uses computer and other resources to identify leads, similar incidents, property records, or otherwise enhance the quality of the investigation. Seeks out opportunities to identify problems, suggest solutions and/or implement corrective initiatives. Routinely demonstrates skill at asking appropriate and timely questions while keeping supervisors and other staff members informed. Uses effective interview and interrogation methods. Effectively and routinely conducts follow-up interviews with victims, witnesses and/or parents. Effectively demonstrates crime prevention initiatives as well as identifying and helping potential victims to avoid future problems. Demonstrates a sound use of discretion when making decisions and working through problem solving activities.

Meets Expectations

Efficiently and effectively investigates assigned cases. Is able to preserve commonly found evidence and preserve obvious crime scenes. Applies routine investigative methods that are adequate for Department needs. Preliminary reports are submitted in a timely manner and follow-up investigations are completed as needed with minimum prompting from a supervisor. Self-initiates investigations and conducts threshold inquiries. Competently uses the computer and other resources to improve the quality of an investigation. Identifies some problems independently; suggests solutions and/or implements corrective initiatives. Asks appropriate and timely questions while keeping supervisors and other staff members informed. Interview and interrogation methods are adequate. Satisfactorily conducts follow-up interviews with victims, witnesses and/or parents. Satisfactorily demonstrates crime prevention initiatives as well as identifying and helping potential victims to avoid future problems. Uses appropriate discretion when making decisions and working through problem solving activities.

Below Expectations

Assigned investigations tend to be incomplete, abbreviated, or at times avoided. Demonstrates a tendency to overlook (or not recognize) evidence or neglects to preserve crime scenes properly. Tends to use only basic investigative methods. Preliminary and follow-up reports tend to be late, in need of revision, and/or missing basic elements. Tends to need supervision to complete reports. Infrequently initiates investigations and threshold inquiries. Computer and other resources are not used effectively to improve an investigation. Infrequently engages in problem solving and other related skills. Demonstrates difficulty obtaining information and/or keeping supervisors and other staff informed in a timely manner. Interview and interrogation methods need improvement. Tends to neglect or fail to conduct follow-up interviews with victims, witnesses and/or parents. Fails to demonstrate (or demonstrates poorly) crime prevention initiatives. Demonstrates an unsatisfactory ability to identify and help potential victims to avoid future problems. Tends to use questionable (or inappropriate) discretion when making decisions and working through problem solving activities.

Safety and Emergency Response

Exceeds Expectations:

Alert to hazards that may endanger the officer, the public or other employees. Takes immediate action to reduce or eliminate hazards. Decisions during emergency and/or stressful conditions rarely need to be modified or corrected by a supervisor. Very skilled at managing and de-escalating volatile situations and individuals who are agitated, aroused or emotionally charged thereby reducing the potential need for force. When necessary, the reasonable level of force is used. Avoids high-speed pursuits (except where permitted by policy) and recognizes the inherent danger of high-speed pursuits. Calls off MV stops consistent with guidelines. Always uses **safety equipment*** as needed. Consistently wears ballistic vest despite heat or assignment. Routinely uses care and caution when handling any **potentially hazardous duty**** and encourages others do so. Qualifies as an expert with Department issued firearm, qualifies with shotgun, and takes additional time to practice and become proficient with firearm handling.

Meets Expectations:

Demonstrates awareness of hazards that may endanger the officer, the public or other employees. Takes action to reduce or eliminate hazards. Makes good decisions during emergency and/or stressful conditions that do not require unnecessary supervision. Satisfactorily manages and de-escalates volatile situations and individuals who are agitated, aroused or emotionally charged thereby reducing the potential need for force. When necessary, the reasonable level of force is used. Adheres to guidelines governing the use of high-speed pursuits. Calls off MV stops consistent with guidelines. Uses **safety equipment*** as needed. Regularly wears ballistic vest. Routinely uses care and caution when handling any **potentially hazardous duty****. Qualifies with Department issued firearm and shotgun, and demonstrates proficiency with firearm handling.

Below Expectations:

Misses or must be reminded of hazards that may endanger the officer, the public or other employees. Fails to take action, or takes insufficient measures, to reduce or eliminate hazards. Decisions during emergency and/or stressful conditions cause problems or require additional supervision. Tends to be ineffective at managing and de-escalating volatile situations and individuals who are agitated, aroused or emotionally charged. Uses force more frequently than others to control situations (or force was deemed unnecessary or unreasonable). Engages in one or more pursuits inconsistent with Department guidelines. Does not call off MV stops consistent with guidelines. Fails, neglects or inconsistently uses **safety equipment*** as needed. The handling of **potentially hazardous duty**** places the officer or others at risk, or otherwise causes unnecessary problems. Fails to qualify with Department issued firearm and/or shotgun, or fails to demonstrate proficiency with firearm handling.

***safety equipment** – includes handcuffs, rubber gloves, CPR face shields, white gloves, traffic vests, reversible coats, rain & snow equipment, emergency lights & siren.

****potentially hazardous duty** – includes operation of MV, handling of firearms, arrest situations, prisoner handling, MV stops, threshold inquiries, hazardous materials, single officer assignments, inclement weather

Neatness and Personal Appearance

Exceeds Expectations

Uniform (including leather and equipment) is consistently neat, clean and well pressed. Wears all uniform components and other clothing appropriate for assigned duties. Continuously aware of his/her grooming habits and never has to be reminded about haircuts, shaving or personal hygiene in general. Consistently presents himself/ herself with a professional posture, demeanor and bearing. Meets physical fitness standards required of his/her position. Assigned work area is kept neat and clean, and is always left in this condition for relief staff. Consistently replaces the supplies needed in the work area. Firearm and nonlethal weapons are always clean and properly maintained.

Meets Expectations

Uniform (including leather and equipment) is generally neat, clean and pressed. Wears uniforms and other clothing appropriate for assigned duties. Demonstrates awareness of his/her grooming habits and does not typically need to be reminded about haircuts, shaving or personal hygiene in general. Presents himself/ herself with a professional posture, demeanor and bearing. Meets physical fitness standards required of his/her position. Assigned work area is kept neat and clean, and is left in satisfactory condition for relief staff. Firearm and nonlethal weapons are always clean and properly maintained.

Below Expectations

Uniform (including leather and equipment) tends to need cleaning, pressing and/or repair. Does not wear required uniform components and/or tends to wear clothing inappropriate or unauthorized for the duty. Needs reminding to improve grooming habits and is likely to report to work needing a haircut, shave or improvement in personal hygiene. Does not meet the physical fitness standards required of his/her position. Tends to lack a professional posture, demeanor and bearing. Assigned work area tends to be unkempt and/or disorganized. Relief staff finds it necessary to clean up after the employee. Inspection of the work area is inconsistent with departmental regulations. Firearm fails one or more inspections; nonlethal weapons are not maintained or damaged.

Attendance and Punctuality

Exceeds Expectations

Reports for duty for all shifts and mandatory assignments with five or less absences (40 hours or less). When an absence does occur, gives ample notice directly to the on-duty shift commander. Never late for roll call and arrives with sufficient lead-time to be properly prepared for immediate duty. Given the flexibility of time management, consistently weighs the importance of personal and Department needs before requesting leave, including partial days off. Consistently reports to duty assignments prepared and in a timely manner. Rarely needs to be reminded to return to an assignment. When given an assignment or request, responds without unnecessary delay. Clearly understands the hardships that emergency service may impose including, but not limited to, extended work hours to complete assignments, mandatory overtime, court hours, and missed meal breaks.

Meets Expectations

Reports for duty for all shifts and mandatory assignments with 10 or less absences (80 hours or less). When an absence does occur, gives at least one-hour notice directly to the on-duty shift commander. Rarely late for roll call (2 or less documented late incidents) and arrives with sufficient lead-time to be properly prepared for immediate duty. Requests for leave are within guidelines set forth by Department, including partial days off. Typically reports to duty assignments prepared and in a timely manner. Is unlikely to need reminding to return to an assignment. When given an assignment or request, responds without unnecessary delay. Accepts the hardships that emergency service may impose including, but not limited to, extended work hours to complete assignments, mandatory overtime, court hours, and missed meal breaks.

Below Expectations

With long period of documented illness or injury aside, tends to have frequent absences from duty and/or mandatory assignments exceeding 10 days. When an absence does occur, gives less than one-hour notice or tends to avoid giving notice to the on-duty shift commander. Late for roll call on three or more occasions. Tends to arrive after roll call begins and/or is not properly prepared for immediate duty. When meal breaks are taken, employee tends to take an excessive amount of time. Tends to request leave inconsistent with Department guidelines or short notice requests for leave conflicts with investigations, reports or other assignments. Tends to be tardy for duty assignments or is otherwise not prepared. Needs to be supervised and reminded to return to an assignment. When given an assignment or request, tends to be tardy or involved in avoidable delays. Does not see the importance or fails to understand the hardships that emergency service may impose including, but not limited to, extended work hours to complete assignments, mandatory overtime, court hours, and missed meal breaks.

Court Testimony

Exceeds Expectations

Consistently aware of required court appearances and remains familiar with the particulars of the case before that date. Always presents himself/herself at court in proper attire and with adequate time to check-in with a prosecutor or Assistant District Attorney. Makes every effort to work cooperatively with court officials, including defense attorneys. Demonstrates the reserved and unbiased demeanor that is expected of police witnesses. Always adheres to court instructions and is adept at knowing what will be expected of him/her as a witness. Will seek out opportunities to assist the prosecutor or A.D.A. with case preparation. When testifying, employee is always prepared, truthful, offers effective testimony, and does not allow conflict to influence the testimony. Written materials, such as citation notes, are accurate and complete thereby allowing the prosecutor to manage hearings effectively.

Meets Expectations

Maintains awareness of required court appearances and is able to become familiar with the particulars of the case on or before that date. Presents himself/herself at court in proper attire and with time to check-in with a prosecutor or Assistant District Attorney. Works cooperatively with court officials, including defense attorneys. Demonstrates the reserved and unbiased demeanor that is expected of police witnesses. Adheres to court instructions and is familiar with the responsibilities of a witness. Assists the prosecutor or A.D.A. with case preparation. When testifying, employee is truthful, satisfactorily prepared, offers effective testimony, and does not allow conflict to influence the testimony. Written materials, such as citation notes, are complete and provide adequate information thereby allowing the prosecutor to manage the hearings.

Below Expectations

Misses a required court appearance and/or needs to be reminded of court dates. Tends to be unprepared or unfamiliar with the particulars of a case. Reports to court with improper attire and/or does not check-in with a prosecutor or Assistant District Attorney. Tends to have difficulty with court officials, including defense attorneys. On one or more occasions, employee's demeanor was inappropriate for a police witness. Tends to abuse or break court instructions. Tends to be disinterested or otherwise fails to learn his/her responsibilities as a witness. Tends to be ineffective or reluctant to assist the prosecutor or A.D.A. with case preparation. When testifying, tends to be unprepared, evasive, offers ineffective testimony, and/or allows conflict to influence the testimony. Written materials, such as citation notes, tend to be inaccurate and/or incomplete thereby hindering the prosecutor at hearings.

Additional Duties and Assignments*

Exceeds Expectations

Volunteers for and/or readily accepts additional duties and responsibilities. Understands and promotes the goals and objectives of the assignment. Effectively balances the needs of special assignments with regular duty assignments. When necessary, confidentiality is strictly maintained. Very effective and efficient at the given assignment and clearly demonstrates to others the need for specialization. Spot lights special skills and abilities that are not commonly used in regular assignments. Often identified as a key member of a special work group.

Meets Expectations

Cooperates and contributes when additional duties and responsibilities are assigned. Understands and makes a reasonable effort to meet the goals and objectives of the assignment. Completes work from special assignments and regular duty assignments with some coaching or supervision. When necessary, confidentiality is maintained. Makes valuable contributions and competently fills the specialized assignment. Works appropriately with other group members.

Below Expectations

Tends to avoid additional duties and assignments or otherwise demonstrates an inappropriate attitude or behavior. Does not understand the goals and objectives of the assignment or is otherwise counterproductive. Ineffectively performs the special assignment while satisfactorily performing regular duty assignments. Cannot be depended upon to keep information confidential. Unable to perform the special assignment and/or is detrimental to the work group.

*Additional Duties and Assignments involve special assignments and/or part-time responsibilities such as, but not limited to, Community Impact, CID, Training, Crime Analysis, Public Information and Education, Domestic Violence, Traffic, Housing, SRO, Hospital Liaison, focus and work groups, as well as temporary full-time assignments. Supervisors must become familiar with the specific duties and responsibilities of the special assignment. When appropriate, feedback from special unit supervisors should be obtained.