

C-25-34  
(amended)

APPROVED

11/4/2024 LYF

AGREEMENT

BETWEEN

THE CITY OF METHUEN

AND

METHUEN POLICE PATROLMEN'S ASSOCIATION

EFFECTIVE JULY 1, 2024

EXPIRING JUNE 30, 2027

APPROVED

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

**PREAMBLE**

THIS AGREEMENT entered into pursuant to Chapter 1078 of the Acts of 1973, General Laws, Chapter 150E, by and between the City of Methuen (hereinafter referred to as the "City") and the Methuen Police Patrolmen's Association (hereinafter referred to as the "Union"), has, as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I - RECOGNITION**

**Section 1.** The City hereby recognizes the Union as the exclusive representative and bargaining agent for all full-time, sworn, Civil Service Appointed employees of the Methuen Police Department, excluding the Chief, Deputy Chief, Captains, Lieutenants, and Sergeants. The City further agrees that the promotional test from patrolman to sergeant will be in compliance with the Civil Service law.

**Section 2.** The City shall not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union.

**ARTICLE II - PAYROLL DEDUCTION OF UNION DUES**

**Section 1.** Pursuant to the provisions of the General Laws, Chapter 180 Section 17A, Union dues shall be deducted by the City on a pay period basis, from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of Union dues, as well as fees and/or other assessments. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within twenty (20) working days after the month in which dues are deducted, in accordance with present practice.

**Section 2.** Such authorization may be withdrawn by an employee by giving at least sixty (60) days' notice, in writing, to both the City and the Union Treasurer.

**ARTICLE III - PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

This Article intentionally deleted.

**ARTICLE IV - MANAGEMENT RIGHTS**

The Police Chief shall determine the mission of the Police Department of the City, set standards of services to be offered to the public, and exercise control over the Police Department's organization and operations. The Police Chief shall direct the Police Department's employees and take disciplinary action against any employee for cause. The Police Chief retains the right to determine methods, means and personnel by which the Police Department's operations are to be conducted so long as said means, methods and rules governing said personnel do not violate any provision of this Agreement.

This Article shall not be construed to preclude any employee covered by this Agreement from grieving over any decision made by the City concerning wages, hours or conditions of employment where said decision violates a provision of this Agreement.

## **ARTICLE V -NON-DISCRIMINATION**

**Section 1.** Neither the Union nor the City shall discriminate against any employee covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, sexual orientation, gender identity or membership or non-membership in the Union.

Employees shall not be discharged or discriminated against by the City in any way for exercising the rights provided under General Laws, Chapter 150E.

**Section 2.** In accordance with Section 504 of the Rehabilitation Act of 1983 and 31 U.S.C. 6702 et seq., the City and the Union agree not to unfairly discriminate against any handicapped person. Most specifically, the City and the Union agree that this contract is in no way, nor should be interpreted in any way, as having the effect of discriminating against any qualified handicapped person in terms of employment opportunity, salary or equal treatment, for the purposes of contractual benefits, including fringe benefits; nor shall this contract be interpreted in any way to defeat or substantially impair the objectives of Section 504 as mentioned above.

## **ARTICLE VI- RIGHTS AND PRIVILEGES**

All rights and benefits in existence on execution of this Agreement, except as may be altered or modified by the provisions hereof, shall continue in effect during the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by ordinance or by-law to the extent permitted by Massachusetts General Laws, Chapter 150E.

## **ARTICLE VII - VACATIONS**

**Section 1.** All regular police officers shall be granted vacation leave as follows:

<b>Years of Pensionable Time</b>	<b>Working Days' Vacation Earned</b>
One (1)	Ten (10)
Five (5)	Fifteen (15)
Ten (10)	Twenty (20)
Fifteen (15)	Twenty-Five (25)
Twenty (20)	Thirty (30)

In those instances where it is necessary to implement vacation leaves by allowing days off in advance, the employee will make up such days by arrangement with the Chief of Police.

**Section 2.** Vacations shall be granted according to the seniority provisions of this Agreement. The dates on which vacations shall be taken by the members of the Police Department shall be determined according to the seniority provisions as hereinbefore provided. Years of service for vacation purposes shall be based upon total years of pensionable service time as calculated by the Methuen Retirement Board.

**Section 3.** The vacation dates shall be determined in the following manner:

For an officer who has accrued vacation of four or more weeks, half of the vacation weeks shall be taken during the period July 1st to January 14th, and the other half shall be taken January 15th to June 30th in any fiscal year.

As to the vacation period July 1st to January 14th, an individual shall request utilization of their vacation days on or before the preceding May 1st. As to the vacation period January 15th to June 30th, the individual shall request the vacation period on or before the preceding January 1st.

Provided, however, that if an individual requests full vacation in the two six-month periods on or before the preceding May 15 then the individual shall be granted priority for such vacation in that instance, unless otherwise approved by the Chief of Police.

For all individuals with three weeks of accrued vacation or less, the vacation dates shall be determined on or before May 1st of each year and posted in the Police Station.

In approving vacation schedules, the Chief of Police will make every effort to allow a summer vacation for those employees desirous of the same. Provided, however, that in both instances shown above, no more than three (3) patrol officers from each shift shall be on vacation at the same time.

Notwithstanding the foregoing, the Chief, or the Chiefs designee (with appeal rights to the Chief), retains the right to approve or disapprove the use of single vacation days requested during the course of the year.

**Section 4.** Notwithstanding the above, an officer shall not be entitled to accrue any vacation leave during the time that they are on injured line of duty leave under Chapter 41, Section 111F, M.G.L.

For the purposes of computing the same, an officer shall not be entitled to the accrual of one vacation day for every thirty consecutive days that the officer shall be on injured in the line of duty leave; but shall be entitled to an accrual for all periods less than thirty days in a cycle.

The loss of accrual shall be broken down as follows: For individuals entitled to two or three weeks of vacation, a loss of one accrual day of vacation; for individuals entitled to four or five weeks of vacation, the loss of two accrual days of vacation.

The thirty day cycle, in the above example, is expressed as follows: thirty consecutive days on ILD., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; forty-five consecutive days on ILD., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; sixty consecutive days on ILD., loss of accrual time equal to two days for a two or three week vacation entitlement, or, four days for a four or five week vacation entitlement; etc.

**Section 5.** Prior years of full time permanent sworn police officer service, regardless of the agency, or prior correctional officer service, Massachusetts Trial Court, United States military service or group four retirement service who have attended and completed a Massachusetts Criminal Justice accepted academy, shall be computed in calculating the number of vacation days granted to the officer. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing in the Methuen Police Department.

**Section 6.** Vacation carry-forward of up to two weeks may be permitted in the discretion of the Mayor and upon the recommendation of the Chief of Police.

**Section 7.** When a full tour of vacation days (minimum 4 days) has been approved more than thirty (30) days in advance, the approved vacation# may not be cancelled. If the employee has exhausted all his or her vacation days, then the employee shall use four days of the same category.

**Section 8.** At the end of each fiscal year, vacation days earned or accrued may be sold back to the City as follows; one (1) week by default, and one (1) additional week at the Mayor's discretion, for up to a total of two weeks maximum.

## **ARTICLE VIII - RULES AND REGULATIONS**

The Rules and Regulations of the Police Department of the City of Methuen are hereby recognized by the City of Methuen and by the Methuen Police Patrolmen's Association, as the basic rules by which the department shall operate. The Police Chief further agrees that if, at any time after the signing of this Agreement, the Chief should change or modify or amend any of the rules heretofore in existence, then the said Police Chief shall, prior to the implementation of said rule, give to the Union a seven (7) day notice, in writing, of the proposed change or amendment; if the Union thereafter feels aggrieved by this rule change and submits the matter to grievance procedure as set forth in this Agreement, then the Police Chief hereby agrees that he/she shall stay the operation of the proposed rule change until such time as the grievance procedure is completed.

If the Police Chief, at any time after the signing of this Agreement, elects to change, modify or amend any of the rules or regulations of the Police Department of the City of Methuen, and, after promulgation of said change, the Union, in its opinion, feels that said change, modification or amendment affects the health and safety of any member of the Police Department of the City of Methuen, and shall, within ten (10) days thereafter, elect to submit the matter to grievance, then the Police Chief hereby agrees that the Chief shall stay the operation of said change, modification or amendment of the rule so promulgated.

During the term of this Agreement, the Chief may attempt to revise and update the Department Rules and Regulations. Said revisions and updating shall be discussed by the Consultation Committee established in Article XXVI of this Agreement.

The Chief of Police may further enact policies and procedures for the Department. The Chief shall provide a copy of said policy and procedure to the Union ten (10) days prior to implementation for their comment. However, nothing herein should be interpreted as granting a right to the Union to grieve, arbitrate, or in any way interfere with the plenary authority of the Chief to promulgate, change, modify, suspend, or revoke any policy or procedure. Further, nothing herein waives any of the management rights set forth above and likewise accorded to the City under Massachusetts General Laws Chapter 150E.

## **ARTICLE IX - SENIORITY**

Seniority shall be measured from the date of full-time permanent Civil Service appointment, unless otherwise specified by this Agreement.

For the purpose of computing seniority for the members of the Union, the following shall govern:

The date shall be established based upon the full-time permanent appointment date, and, in the case where two or more patrol officers are appointed on the same date, then seniority in that instance shall be determined based upon their ranking on the Civil Service list from which they were appointed.

Breaks in continuous service, for purposes of computing seniority, shall be in accordance with Civil Service law and rules.

The provisions hereinbefore provided pertaining to seniority shall be observed at all times, whenever

possible, so long as there is no interference with the best interest of the City and efficiency of the Police Department.

## **ARTICLE X- GRIEVANCE AND ARBITRATION**

**Section 1.** Any dispute, grievance or difference which may arise between the parties during the term of this Agreement, including the application, meaning or interpretation of this Agreement, and which is not otherwise controlled by the laws of the Commonwealth of Massachusetts, shall be adjusted in accordance with the following procedure. This procedure, hereinafter called the grievance procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual written agreement of the parties.

**Section 2.** The procedure is as follows:

Step 1. The Union, through its President or the President's designee, shall submit the grievance, in writing, to the Chief of Police within ten (10) days of the date of the events giving rise to the grievance. The grievance shall state the nature of the grievance. The Chief shall answer the grievance within seven (7) days of its presentation and may arrange a meeting with representatives of the Union within that time period.

Step 2. Within seven (7) days of the Chief's answer, or the date on which said answer is due, whichever first occurs, the grievance shall be submitted, in writing, to the Mayor and Director of Human Resources. The Mayor and/or Director may arrange to meet with representatives of the Union and shall answer the grievance within fourteen (14) days of its presentation.

Step 3. If the grievance submitted by the Union remains unresolved, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) days of the Mayor's answer, or date on which said answer is due, whichever first occurs.

Submission to arbitration shall be accomplished by filing a demand for arbitration with the American Arbitration Association, with a copy to the Mayor and the Director of Human Resources. Nothing herein waives any rights accorded to the City under Massachusetts General Laws Chapter 150E; and the City hereby expressly reserves all such rights under Chapter 150E.

**Section 3.** The arbitration shall be conducted by the American Arbitration Association under its then existing rules of procedure. The cost of the arbitration hearing shall be borne equally by the City and the Union.

**Section 4.** Notwithstanding any contrary provisions of this Agreement, the following shall not be subject to the grievance-arbitration provisions of this Agreement: Any matter which is subject to the exclusive authority or control of the Chief under the Massachusetts General Laws.

**Section 5.** The decision of the arbitrator shall be final and binding on the parties, except that the arbitrator shall make no decision, which alters, amends, adds to or detracts from this Agreement.

**Section 6.** A grievance involving the suspension, dismissal, removal, or termination of an employee under Civil Service law and rules, may, in any instance, be subject to binding arbitration under mutual agreement of the parties and the election of the employees involved, in accordance with the provisions of Section 8 of General Laws, Chapter 150E. In any such proceeding, either under Civil Service law and rules or under the grievance and arbitration procedure, the Union reserves the right to represent employees covered by this Agreement. If the employee chooses private counsel for representation in proceedings pursuant to Civil Service law and rules, the Union shall have no right to represent said employee in those proceedings.

**Section 7.** The discipline or discharge of a probationary employee shall not be subject to arbitration under this Agreement.

## **ARTICLE XI - EXTRA PAID DETAILS**

**Section 1.** Paid detail assignments shall be made by the Chief, or the Chiefs designee and no employee shall accept any such assignment unless it is made by the Chief or the Chiefs designee. Such assignments shall be offered to:

1<sup>st</sup>: Permanent  
Full-Time  
Officers 2<sup>nd</sup>:  
Full-Time  
Reserve Officers  
3<sup>rd</sup>: Special Officers Retired from MPD  
4<sup>th</sup>: Special Officers Not  
Retired from MPD Last:  
Mutual Aid

In order to ensure an equitable distribution of extra paid details, all such details shall be posted by the Chief, or the Chiefs designee and a record kept of all details accepted or refused. A detail refusal shall be treated as an acceptance and the number of hours credited against the refusing employee's name. Detail records shall be available for inspection on request of a Union representative at reasonable times and in the presence of the officer in charge.

No detail shall be assigned until the person or organization requesting services has agreed to pay the following hourly rates, with a minimum of four (4) hours.

Private (non-City) detail rates shall be as follows:

Effective July 1, 2024 (FY 25):	\$66.00 per hour
Effective July 1, 2025 (FY26):	\$66.00 per hour
Effective July 1, 2026 (FY27):	\$67.00 per hour

The City detail rate shall be \$61.00 per hour for the lifetime of this contract.

Details shall be payable at a minimum of four (4) hour increments, to a maximum of eight (8) hours, and thereafter, extra paid detail wages to be earned on an hour-by-hour basis for the particular job involved; excepting that the foregoing shall apply only to public (City of Methuen) details. The rate for purely private details and public details-done under private contracts for the City (such as sewer, water and road construction and the like) shall be payable at a minimum of four (4) hour increments, unless other arrangements are made with the person or organization and approved by the union.

Notwithstanding the foregoing, if the extra paid detail involves working between 12:00 midnight and 6:00 AM on any day, or anytime on Sunday or Holiday, the rate of pay shall be two times the extra paid detail rate contained in this sub-section. If the extra paid detail involves working weeknights from 5:00 PM through 12:00 midnight, or on a Saturday from 6:00 AM or after, the rate of pay shall be 1.25 times the regular extra paid detail rate contained in this sub-section. These rates shall be in effect through the end of the detail, or until a higher detail rate is in effect. (Increased rate does not apply to hours worked prior to 5:00PM on weekdays.)

At any point, when a detail rate multiplier higher than 1.25 applies, that higher rate multiplier shall continue until the end of the detail.



**4th of July:** The standard detail language will apply, unless the celebration is on the 4th, it will be at the 2x rate in accordance with our detail language. There will be no order-ins for the 4th celebration.

The City agrees not to use or allow the use of flag personnel and the City further agree that Methuen Police Officers shall be assigned to any activity requiring details, including, but not limited to, construction, utility work or road openings that may impede traffic or pedestrians, or in the view of the Chief of Police are a danger to public safety.

## **Section 2.        Strikes.**

If an officer is detailed to cover a labor strike, the rate shall be double time the extra detail rate, payable at a minimum of four (4) hour increments.

The foregoing constitutes the agreement for an extra paid detail rate between the City and the Union, based upon the covenant that neither the Union nor any individual member shall press a claim or grievance before any court, arbitrator, or any like forum, alleging that the City, under the provisions of Section 53C of Chapter 44, Massachusetts General Laws, or any other provision, is required to appropriate funds for said revolving account.

If, at any time, such claim is made, then and in that instance, the above sections are revoked in their entirety.

The Mayor or the Mayor's designee shall, wherever and whenever possible, have executed an agreement with the vendor for such extra paid details reflecting the above terms for extra paid details.

## **Section 3.        Revolving Account.**

The existing revolving account used for extra paid details shall continue to be used and maintained as it is as of the date hereof.

## **ARTICLE XII - HOLIDAYS**

All regular police officers shall be paid for the following fourteen (14) holidays.

New Year's Day	Patriot's Day	Independence Day	Veterans' Day
Martin Luther King Day	Police Mem. Day	Labor Day	Thanksgiving Day
Washington's Birthday	Memorial Day	Columbus Day	Day After Thanksgiving Day
Juneteenth			Christmas Day

Employees must work their scheduled tour preceding and following the holiday in order to receive holiday pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation, authorized injured line of duty leave, authorized bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen Police Disability certificate; such certificate to be paid for by the employee), and authorized emergency day leave.

Individuals physically working on a holiday shall be paid at the rate of time and one-half. This provision shall be effective for holidays worked after the execution of this contract.

All holidays falling between July 1st and December 1st shall be paid on the second payday of November each year. All holidays falling between December 2nd and June 30th shall be paid on the last payday in June.

All reserves who work one (1) year in continuous service shall be entitled to be paid for these holidays in the same manner.

#### **ARTICLE XIII- MAINTENANCE OF RECORDS- OVERTIME, SICK LEAVE, COURT TIME**

The Chief of Police, or the Chiefs designee, shall maintain a complete record of all overtime, sick leave, and court time. These records shall be available for inspection at reasonable times upon request of a proper representative of the Union after reasonable notice has been given, and, in the presence of the officer in charge.

Up-to-date records of accumulated sick leave, compensatory time, contractual time, personal time and vacation time shall be available to each union member through a computer program that will provide a printed copy for the member to retain.

#### **ARTICLE XIV - WORKWEEK**

**Section 1.** Tours of duty shall be established on the basis of a four (4)-day-on, two (2)-day- off schedule, and there shall be three (3) regular shifts:

- Shift No. 1, a day shift (Platoon No. II).
- Shift No. 2, an early night shift (Platoon No. III).
- Shift No. 3, a late-night shift (Platoon No. I).

Those employees on special assignment whose tours of duty differ from the three (3) regular shifts will receive their assignments and starting times from the Chief or the Chiefs designated representative.

The regular workweek for employees shall consist of not more than forty (40) hours; the workday shall not exceed eight (8) hours.

All employees shall receive one hundred twenty-one and one-third (121-1/3) days off annually and no less than two (2) consecutive days off weekly, in accordance with and characteristic of the four- and-two schedule, so-called.

**Section 2.** Notwithstanding the above, the Chief of Police, or the Chief's designee, may assign a Union member to training, whether that member is attending in-service training or a specialized school training. Officers so assigned, who are on a 4/2 schedule, shall receive the following days off: the Sunday before and the Saturday that week's training. In addition to the foregoing, where the school assignment involves in- service training, the officer will also receive the following Friday off. That Friday given off will not be considered a day owed. When members are required to attend a 5th consecutive day of in-service training, they will be compensated by overtime or compensatory time, at the discretion of the Chief.

**Section 3.** The Union agrees that the foregoing constitutes the total recompense due its membership, and specifically waives its rights, and that of its members, to claim the City is obligated to pay time and one-half or any compensation for attendance at schools.

**Section 4.** The provisions relative to compensatory time, as provided for in Sections 2 and 3, shall not apply to the Police Academy training course.

**Section 5.** When a patrol officer attends a specialized training or training schools for any length of time, and the training day extends beyond 8 hours, the patrol officer will be compensated for those additional hours in the form of overtime. No other payment or compensation will be received except for mileage and meal reimbursement where appropriate.

**Section 6.** Patrol Officers who work the 4/2 schedule on average work 234 days per calendar year, whereas officers assigned to the 5/2 schedule work an average of 246 days per year. In order to standardize the total days off granted to each bargaining member officers assigned to the 5/2 schedule shall earn one (1) "extended day" (note- an extended day is a day off) per month. "Extended days" must be used by the end of the calendar year. "Extended days" shall not be carried over from year to year and shall not be eligible to be sold back to the City. "Extended days" are "use it or lose it" personal time that is specifically excluded from any future severance pay calculations.

**Section 7.** The Union and the City agree that contractual time does not constitute holiday or vacation payments due an employee under either the Massachusetts Wage Act or the terms of this agreement. Further, the parties hereto expressly agree that contractual time is "use it or lose it" personal time that will be forfeited with no cash payment arising therefrom, upon any other separation from the City with the sole exception of the procedure provided in Section ii below.

Any disputes regarding contractual time shall not be subject to the Massachusetts Wage Act (MGL c. 149, § 148) and shall instead be subject to, and must be resolved exclusively through the grievance and arbitration procedures of Article X of this agreement. The Union represents and warrants that the Union has clearly and fully advised its members of the terms and conditions of this agreement, including, without limitation, Article XIV, Section 7 hereinafter. Further, the Union, on its behalf and on behalf of its members, likewise expressly waives the right to assert any claim, suit, or cause of action against the City under the Wage Act, and/or under any other state or federal law, regarding the accrual, use, or forfeiting of contractual time by or on behalf of any of the Union's members.

Already accrued contractual time may be used by members at the discretion of the Police Chief, when it does not create an overtime situation. Any accrued, unused contractual time shall remain available for use by members but shall be forfeited in full upon any separation from employment with the city other than as provided in Section ii below.

i. Members who have accrued contractual time will have the option to sell back up to 80 hours in July of each year, subject to the unanimous approvals of the Mayor, Chief and CAFO to ensure that there is no adverse impact on the budget. This request must be made to the Chief's office no later than April 15 of each fiscal year.

ii. Such members covered by this agreement, who have over 100 hours of accrued "contractual" time remaining and retire in good standing by June 30, 2027, will be paid 75% of their accrued, contractual time upon retirement. As of June 30, 2027, this clause is null and void, and all contractual time remaining on the books shall not be payable and shall be forfeited upon any retirement or other separation from the City.

#### **ARTICLE XV - OVERTIME**

Any regular permanent officer who works more than forty (40) hours in any workweek or eight (8) hours consecutively shall be compensated for such additional service at an hourly rate computed on the basis of one and one-half (1-1/2) times his weekly salary, divided by forty (40). The Chief will make reasonable efforts to ensure that overtime is distributed in a fair and equitable manner.

When an officer is forced in for an overtime shift, she/he will not have the hours worked count towards the overtime hour's list.

Any officers forced in on midnight shifts (Platoon 1) or holidays, or a callout between 2400 hours and 0600 hours will receive two times (2x) their regular hourly rate of pay for the hours work during these periods.

Any officer who volunteers to work during peak times for patrol fill-in shifts between Fridays at 4:30 P.M. and Mondays at 12:30 A.M., as well as on actual holidays during the peak time and works that shift, shall receive an additional four (4) hours of compensatory time. This benefit is for patrol fill-in shifts only (not all overtime shifts). This Peak Time incentive program shall be implemented on a trial basis for FY 25 and FY26 and may be discontinued at any time at the Chief's discretion.

Peak times shall be defined as during the "Holiday Season" (Sunday before Thanksgiving through the Sunday after New Years Day) and "Summertime" (from Memorial Day through Labor Day inclusive of those holidays). The Chief may specify other peak times during the year at his discretion.

#### **ARTICLE XVI - COURT TIME**

Any off-duty regular police officer or reserve police officer working full-time shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) times the regular hourly rate of pay for the officer's appearance in the District Court criminal sessions. "Any off-duty police officer or reserve police officer working full-time shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the regular hourly rate of pay for his/her appearance in the district court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department."

Any off-duty regular police officer or reserve police officer working full-time shall receive a minimum of five (5) hours' pay at one and one-half (1-1/2) times the regular hourly rate of pay for attending a Superior Court trial.

In lieu of payment, court time may be accumulated and taken in time off at the request of the police officer, subject to the approval of the Chief of Police. Said compensatory time shall be earned at the rate of one and one-half (1 ½) hours for each hour of court time so worked.

Provided, however, that there shall be established a total compensatory time hourly cap of eighty (80) hours; and thereafter, court time shall automatically be paid at one and one-half times the hourly rate. Those individuals presently over eighty hours in compensatory time shall be frozen at their present amounts and required to take time and one-half pay until the same is reduced to the level of eighty hours. Compensatory time must be used within 90 days of the accrual or unless extended at the discretion of the Chief.

Officers shall be provided twelve (12) hour notice of cancellation or postponement of a scheduled court appearance. Where the City has received such twelve (12) hour notice and fails to provide same to the officer scheduled in court, said officer shall receive four (4) hours' pay at time and one-half rate.

#### **ARTICLE XVI(A) - SCHOOL SERVICE OFFICERS COMPENSATORY TIME**

The parties recognize that the unique situation of the school service officers severely restricts their ability to utilize compensatory time during the school year. This article is therefore written to address this matter. School Service Officers compensatory time cap during the school year shall be one hundred hours. The school service officers shall be expected to utilize these hours during the school vacation periods to the extent that such usage is approved by the Chief or the Chiefs designee. The school service officers shall utilize their time such that they do not exceed the forty-hour cap as of September first in any given year.

#### **ARTICLE XVII - RECALL**

Recall shall be paid on the basis of a minimum of four (4) hours.

## ARTICLE XVIII - UNIFORMS, CLEANING AND CLOTHING

**Section 1.** Clothing allowances noted below shall be utilized through a prepaid card, receipts to be retained and submitted to the City's Chief Administrative and Financial Officer for proper record keeping. Clothing Allowances are to be as follows:

	Amount	Paid
Regular Police Officer	\$ 1,350	Annually
SOU/RRT	\$ 1,500	Annually
K9	\$ 1,500	Annually
Motorcycle Unit	\$ 1,500	Annually

In addition to the above, the annual cash clothing allowance for plainclothes officers shall be \$500.00, and payable on a monthly pro rata basis. Said clothing allowance to be provided in a payment pro-ration of one-twelfth (equaling the total monthly service as a plainclothes officer), paid annually. To be entitled for such pro-ration, the officer must serve sixteen days or more in each month as a plain clothes officer.

**Section 2.** All regular police officers covered by this Agreement shall receive an annual cleaning allowance of \$1,150 to be paid at the end of each fiscal year, noted below. Each employee shall be responsible for keeping his/her duty clothes in clean condition.

Employment Commencing Between Pro-Rata Payment:

July 1st - Sept. 30th	\$1,150
Oct. 1st - Dec. 31st	\$862.50
Jan. 1st-Mar. 31st	\$575
Apr. 1st - June 30th	\$287.50

## ARTICLE XIX - BEREAVEMENT LEAVE

All members shall be granted leave without loss of pay in the event of a death in the immediate family. Such leave shall be five (5) days, commencing with the day after death. For the purpose of this Article, the term "immediate family" shall mean and include the following: mother, father, sister, brother, spouse, domestic-partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren.

In addition to the above, an officer shall be allowed three (3) days off to attend the funeral of an aunt, uncle, first cousin, grandparent-in-law, niece, nephew, and the aforementioned relations, as they are step- or in-law relations.

An additional two (2) days may be allowed at the discretion of the Chief.

Members who are listed in the department records, as on bereavement leave, shall not, during that day or any part thereof, work any overtime or extra paid detail assignment.

## ARTICLE XX - SICK LEAVE

**Section 1.** All regular police officers will be granted fifteen (15) days sick leave per year and shall be allowed to accumulate a total of 265 days. Up to five (5) of those day each year may be used for immediate

family members defined as a spouse, domestic partner, children, stepchildren, mother, father, mother-in-law, father-in-law, sister, brother, custodial grandchild, or any other minor residing in the home of a union member, but not in-laws generally.

An officer shall furnish a Methuen Police Disability Certificate to the Chief of Police if the officer has been on sick leave for more than three (3) consecutive days, the certificate to be furnished prior to the return of the officer to duty.

## **Section 2. Retirement**

Employees shall be paid for 30% of their accumulated sick leave upon death or retirement.

An employee who submits a written notice of retirement to the Chief of Police by April 15th of the fiscal year prior to the year which he/she intends to retire, shall be paid an amount of 35% of his/her accumulated sick leave. In the event of the employee's death, said payment shall be made to the employee's estate. It is further agreed that if the City offers an early retirement package or the employee due to illness or injury must retire prematurely, the notice period to collect sick buy back shall be waived. Beginning with the date hereof, an employee who submits said notice and elects not to retire shall no longer be eligible to receive 35% and shall receive 30% of his/her accumulated sick leave upon retirement. An employee who fails to give the required notice shall receive 30% of his/her accumulated sick leave upon retirement.

Any payments under this section shall not be considered compensation for purposes of computing an employee's retirement allowance (pension).

**Section 3.** In supplement to the provisions as listed in Section 1, any officer who, during the term of this contract, specifically relating to those members who would in any one year exceed the 265 day (2,120 hours) cap on accumulation of sick days, the City will pay, annually, as of June 30th of each fiscal year, to that individual, an amount equal to one hundred dollars (\$100.00) per eight-hour day for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

**Section 4.** An officer shall not be entitled to accrued sick leave during the time when he or she is on injured in the line of duty leave under Chapter 41, Section 111F. The provisions of this section shall be applied as follows:

For every thirty consecutive days on injured line of duty status, the officer shall not accrue one sick day.

In addition, for every one hundred twenty consecutive days on injured line of duty status, the officer shall not accrue one day of sick leave from the end-of-year entitlement.

Any period less than thirty consecutive days shall, however, not result in the loss of sick day accrual. (E.g., fifteen consecutive days on ILD - no loss of sick day accrual; thirty consecutive days on ILD - one sick leave accrual day lost; forty-five consecutive days on ILD - one sick leave accrual day lost; sixty consecutive days on ILD - two sick leave accrual days lost; etc.).

## **Section 5. Family Medical Leave Act (FMLA)**

Any officer on leave pursuant to FMLA may use accrued sick leave time first, then use other accrued time banks in order of the member's preference.

## **ARTICLE XXI - MILITARY LEAVE**

Military leave which is required for the employees covered under this contract shall be in accordance with the General Laws of the Commonwealth of Massachusetts.

## **ARTICLE XXII - UNION BUSINESS LEAVE**

All employees covered by this Agreement who are members of the Union's Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, provided said time is approved in advance by the Chief of the Department.

Not more than two (2) members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union, for the purpose of processing grievances, when such activity takes place at a time during which said members are scheduled to be on duty, subject to prior approval by the Chief of the Department.

Up to seven (7) days per year shall be allowed as paid leave for purposes of the Union President, or the President's designee, to attend hearings, Union conventions, seminars, or conferences. Said leave must be requested of the Chief for approval 48 hours in advance for which leave is requested.

Each Union President shall be granted, when necessary, four (4) hours' time, per week, during their normal shift, to conduct Union business so long as it does not require replacement of that officer.

Two eligible union members shall be allowed a maximum of four days leave from duty with no loss of pay or benefits in order to attend a Law Enforcement Convention. Said leave must be requested of the Chief at least one week in advance of the dates for which leave is requested.

## **ARTICLE XXIII - PERSONAL LEAVE**

A personal leave for good reason, upon sufficient evidence presented and acceptable to the Chief or the Chief's designee, shall be granted to an employee, up to thirty-two (32) hours in one year, without being charged to vacation or other leave credit, so long as sufficient coverage is maintained on the tour of duty. Unused personal leave shall be converted to sick leave at the end of the fiscal year.

## **ARTICLE XXIV - SHIFT BID AND ASSIGNMENT**

**Section 1.** Assignments to the various shifts shall be made in accordance with this Article of the contract and shall be based, except as provided herein, according to seniority based upon the patrol officer's full-time, permanent Civil Service appointment as a police officer in the City of Methuen.

In the case where two or more officers have the same date of appointment, their order of seniority shall be determined by the order listed with Civil Service.

**Section 2.** Annual shift bids shall be conducted in the following manner:

The Chief of Police shall distribute/send to each member of the unit a bid form, in duplicate, whereby such member can list his or her preference for each shift. Said form shall be distributed to each officer on or before October 15th of each year. The bid form shall be returned by the officer no later than November 15th of each year to the Chief of Police. Any officer failing to return said bid form by said date shall be considered lowest in seniority for the purposes of this Article.

The Chief of Police shall issue the assignments to shifts for the forthcoming year as provided herein based upon a seniority preference. Said list shall be posted on the departmental bulletin board on or before December 1st of each year. In addition, a copy of the list shall be given to the Union President. Said shift assignments shall become effective on the second Sunday in January of the succeeding year.

**Section 3.** Notwithstanding this Article, the Chief of Police retains full and complete authority as to the following areas:

Interim year openings which become available after the second Sunday in January, shall be filled at the discretion of the Chief, until the next shift bid cycle.

The Chief of Police retains authority to determine shift staffing levels and may change them when the Chief feels the best interests of the department are served; provided, however, that if the determination by the Chief necessitates the transferring of more than one officer, then, and in that instance, the individual being transferred from the shift changed shall be given the officer's seniority preference for another shift; and, in this instance, the less senior person from the shift that individual chooses shall be assigned to fill the vacancy created by the changing of the shift levels. Provided, however, that the Chief retains the right to veto the same in accordance with the provisions of this Article, and, in that instance, the individual retains the right to arbitrate such veto as provided for in this agreement.

The Chief of Police retains the right to veto a shift assignment as provided for in the next section.

The Chief of Police retains exclusive control over the appointment and removal of individuals as specialists, provided, however, that if an individual during the mid-term of the shift bid year is removed as a specialist, all movement up to four levels will be based upon the current shift bid.

The Chief may remove an individual from a specialty in order to balance a shift accordance with Section 3, Paragraph (b), of this Article.

The term "specialist", as used herein, shall mean the following specialties; detective, drug officer, gang officer, licensing officer, canine officer, school service officer, DARE officer, traffic officer, juvenile officer, court liaison officer, evidence officer, identification officer, information systems officer, crime prevention officer, neighborhood services officer, sworn aide to the Chief of Police, crime analyst officer and such other specialties as may be added by the Chief.

Training positions shall be exempt from the provisions of this Article and may be assigned to various shifts by the Police Chief, provided, however, that such addition of the training positions to any shift shall not affect the regular balance of that shift, as established by the Chief. Officers shall not be removed from their current shift bid assignment due to this article.

The Chief of Police retains exclusive control of assignment of officers within each individual shift.

The Chief of Police retains the right to transfer an officer from their shift, where necessary, for the good of the department; but the same shall not be done for harassment purposes. Further, a transfer under this provision may be arbitrated as provided for in this Article. The Chief reserves the right to assign patrol officers to dispatch or cell attendant duties without additional compensation during the officer's normal working hours.

**Section 4.** The Chief of Police retains the right to veto a seniority shift bid assignment of an individual if, in the Chief's opinion, the assignment of the officer to a particular shift would be detrimental to the department and such decision shall not be overturned by the arbitration panel, unless it is determined that it was based upon purely arbitrary and capricious reasons.

The Chief, upon executing a veto of the shift bid assignment, shall, on or before December 7th of the shift bid year, notify the officer of reasons for exercising the veto and the shift that the officer is to be assigned to, in writing, and a copy of the foregoing shall be simultaneously given to the Union President.

If the officer contests the shift bid veto of the Chief of Police, then the officer may file for an arbitration of



said decision with the arbitration panel within seventy-two (72) hours of notice of such decision.

**Section 5.** There is hereby established a panel of arbitrators who shall hear matters pertaining to shift bid assignment vetoes. Said panel shall be composed of three (3) members, one of whom shall be chosen by the bargaining unit, one of whom shall be chosen by the Chief of Police, and the third member to be chosen by the other two arbitrators. Said panel shall have the authority to overturn the decision of the Chief if the panel finds, by a majority ruling, that the Chiefs action was based solely upon arbitrary and capricious reasons.

The members of the panel shall be chosen annually and shall serve for a period of one (1) year.

Hearings of the panel shall convene within seventy-two (72) hours of the filing of the arbitration petition.

The panel shall convene at a time and place convenient to the parties and shall grant each side the opportunity to address the panel. (Provided, however, that no briefs shall be submitted).

The panel shall render its decision, in writing, within seventy-two (72) hours of the hearing. Said decision shall be final and binding on the parties and not appealable to another forum.

The decision of the Chief shall remain effective, notwithstanding the filing of an arbitration petition, unless overturned by the panel.

The time limits as provided for herein, with the exception of the filing of the arbitration petition, which shall be considered jurisdictional, are intended to provide time guides solely and shall not, if violated, render the arbitration decision invalid.

**Section 6.** If the panel overturns the Chief of Police, then the officer shall, for the balance of the year, be returned to the shift the officer initially chose. In this instance, the less senior officer on the shift to which that officer goes shall be given the opportunity to choose a shift, and, if that choice necessitates the removal of an officer, then the less senior officer from the shift which that individual chose shall complete the balance of the year in the shift initially assigned to the person who sought the arbitration.

**Section 7.** Nothing in this Article shall be construed as mitigating the Chief of Police's control and management prerogatives, unless specifically mentioned herein, and then, only to the extent mentioned herein. The right of shift bid, and appeal are created and governed solely and exclusively herein and no other Article of this contract, be it general arbitration matters or grievance handling, shall be interpreted as a supplement to or replacement of this Article in the matter of shift assignments.

## **ARTICLE XXV - COMPENSATION**

The salary schedule appended hereto is hereby incorporated into this Agreement.

The Cost-of-Living increases are as follows:

Effective Date	COLA%
7/1/2024	3.25%
7/1/2025	3%
7/1/2026	3%

The change in the wage and salary schedule steps shall increase from Step VI by percentages as follows:

Wage & Salary Classification Step	Increase from prior step
At Year Ten (10)	1.25%
At Year Fifteen (15)	1.75%
At Year Twenty (20)	2.25%
At Year Twenty-Five (25)	2.75%
At Year Twenty-Nine (29)	3.25%

Cost of living increases shall be applied to Step MIN-Step VI. Step increases will jump off Step VI as noted above.

The terms "base pay" and/or "regular salary" for all purposes herein shall be the amount reported on the Wage and Salary classification schedule only. An officer's step raises will be calculated using pensionable time.

See the wage and salary classification schedule at Appendix A, which is reflective of these changes.

#### **ARTICLE XXVI - SHIFT DIFFERENTIAL**

Shift	Shift Differential
Platoon 1 Midnight Officers	11.00%
Platoon 2 Day Officers (effective as of 1/9/2022)	7.00%
Platoon 3 Early night Officers	9.50%
Officers working Monday-Friday (5 day) work week consisting of non-regular shift hours	9.00%
Detectives (in addition to above)	3.00%

All differentials will be computed on base pay only, as totally expressed by the salary schedules set forth in Article XXV above and said differential shall not be treated as part of base pay for overtime purposes, education pay purposes, or any other purposes.

#### **ARTICLE XXVI (A) - INTERPRETERS**

An annual stipend of \$1,000 will be paid for officers used as translators, as needed and determined, and designated by the Chief, and shall be paid on or about June 1st of each fiscal year such services are rendered. At the time a minimum of 25% of sworn officers speak more than one language, at the Mayor's sole discretion this stipend may be discontinued.

#### **ARTICLE XXVII - CAREER INCENTIVE/LONGEVITY**

Employees covered by this agreement who were hired by the MPD prior to July 1, 2021, shall receive an annual longevity benefit based upon the following formula: the annual longevity benefit will be equal to 2/10ths of one (1) percent of the member's base pay, multiplied by the number of years of service.

Notwithstanding the above, the annual longevity benefit for members reaching twenty-five years' service, and thereafter, shall be computed at the rate of .375 of 1% of the member's base pay, multiplied by the years of services.

Said career incentive payment shall be paid as a lump sum during each fiscal year on the employee's anniversary date of employment. An officer's career incentive payment will be calculated using pensionable time as determined by the Methuen Retirement Board. Effective upon execution of this contract, an officer's career incentive payment will be calculated using pensionable time as determined by the Methuen Retirement Board. If in the first full year of this change (FY23), an officer's longevity date changes, the officer's payment will be prorated from the time of their last longevity payment and will then occur annually going forward from that date.

Officers retiring before their anniversary date, however, shall receive a prorated payment.

Except as provided herein, any member is eligible to receive an "additional" longevity equal to fifteen percent (15%) of the member's base weekly pay for up to fifty-two (52) weeks or one year, upon written request to the Chief. The member will not be eligible for any longevity pay following completion of the above period. The "additional" longevity will be in addition to the current longevity payment. If a member uses more than eighty-four (84) hours of unexcused sick leave absences (without a doctor's note or approval of the Chief) during the receipt of this longevity step, the longevity benefit will cease. Longevity will be paid weekly and included with the weekly paycheck.

The additional longevity shall not be payable as follows: (1) to persons retiring on accidental disability; (2) the "regular" longevity and "additional" longevity shall not be payable to members with less than five (5) years of service; and (3) no more than five (5) members shall be entitled to "additional" longevity payments at any given time.

Any officer hired and admitted to the union prior to the acceptance of the proposed CBA by the city council shall be entitled to longevity. All those gaining union membership after acceptance of the CBA by the city council shall not be entitled to the longevity benefit.

#### **ARTICLE XXVIII - CONSULTATION COMMITTEE**

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to ensure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement, all with the goal of providing the City of Methuen with the best, safest and most effective Police Department possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

THEREFORE, the Union shall designate two (2) representatives in addition to the President of the Local to meet with the Chief on a monthly basis at mutually convenient times to consult as provided herein. The Chief, at the Chief's discretion, may request two (2) management representatives of the Chief's choosing to sit with the Chief.

The Union agrees that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union will submit a written agenda of subjects about which it desires to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

By way of example, and not by way of limitation, said agenda subjects might include a discussion of alleged contract violations, the Chief's revision of the Department Rules and Regulations, matters affecting the safety of employees, and/or other matters of professional interest.

The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

## **ARTICLE XXIX - MISCELLANEOUS**

### **Section 1. Civil Service**

Subject to the provisions of Article X, Section 6, the City and the Union agree to be governed by all applicable Civil Service laws, rules and regulations.

### **Section 2. Appropriation of Funds**

No monies shall be paid out under Section 9 of this Article or under any other provision of this Agreement unless and until an appropriation of funds has been made, therefore.

In the event a majority vote of the appropriating authority is not had, the parties agree that none of the items negotiated for the fiscal year in question under the Agreement shall be implemented and the parties shall resume bargaining.

### **Section 3. Effective Dates of Benefits**

Unless specifically expressed otherwise in this Agreement, all benefits contained herein which either did not exist prior to this Agreement or improve upon benefits in existence prior to this Agreement shall be retro-active only to date of execution of this Agreement and in no event prior to that date for members still employed as of the date of approval by the City Council unless otherwise agreed upon, in writing, by both parties.

### **Section 4. Unlawful Provisions**

Should any provision of this Agreement be found unlawful, the remaining provisions shall remain in full force and effect.

### **Section 5. Drug Testing Policy**

The Drug Testing Policy, as implemented as Methuen Police Department Policy number sixty (60), shall be in full force and effect for the term of this Agreement.

### **Section 6. Performance Evaluation**

The current performance evaluation system in effect shall continue to be utilized provided that both parties agree that, in no instance, shall performance evaluation forms be utilized for disciplinary actions by either party nor shall the forms be used to determine monetary compensation or promotional decisions for police officers.

### **Section 7. Health Insurance**

The employer agrees to pay 62% of health insurance premium contributions during the term of this Agreement. While agreeing to maintain the same level of benefits during the term of this Agreement, the employer reserves the right to obtain health insurance coverage with other than the present health insurance carrier.

### **Section 8. Light Duty Policy**

The Light Duty Policy, as implemented as Methuen Police Department policy number fifty-five (55), shall be in full force and effect for the term of this Agreement.

**Section 9. Mileage Allowance**

All persons covered by this Agreement shall receive twenty (20) cents per mile for use of their personal motor vehicle on Department business.

**Section 10. Meal Allowance**

A meal allowance of twenty dollars (\$20.00) per day shall be paid to any officer attending a full-day schools.

**Section 11. Police Canine Care**

The Canine Officer shall walk, feed, groom, train and clean up the police canine; and the officer shall likewise perform similar and related duties. The above responsibilities are to be conducted both within and outside normal shift hours. In compensation for these outsides of normal shift hour duties, the City agrees to compensate the Canine Officer on a basis of four overtime hours per week. The Canine Officer agrees to accept this amount of overtime as the full compensation due him/her for these duties.

**Section 12. AED Certification**

Members of the union shall be certified in AED and shall additionally be re-certified and participate in quarterly training as necessary. The parties agree that if said members are required to perform this training outside of their regular hourly assignments, they shall be compensated in accordance with the provisions of this contract. As compensation for certification, said members are presently receiving, as a component of their base pay, the sum of Four Hundred Dollars (\$400.00) annually

**Section 13. Cell Monitor and Dispatcher Fill-Ins**

The Chief reserves the right to assign patrol officers to dispatch or cell attendant duties without additional compensation during the officer's normal working hours.

**Section 14. Field Training Officer Program**

The Methuen Police Department shall have a Field Training Officer Program to instruct new officers in the application of police knowledge acquired in the recruit academy. The contents of the Field Training Program, record keeping, and the evaluation process of new officers shall be determined by the Chief of Police in consultation with the Union. Officers interested in becoming Field Training Officers will contact the Field Operations Commander.

The Commander will then nominate his/her selections to the Chief of Police, who shall make the appointments. Field Training Officers shall be compensated at a rate of six (6) hours of overtime pay for each complete week that they actually serve in the Field Training Officer capacity. This stipend shall not require any additional hours of service over and above the normal work week as prescribed by the contract then in effect.

Effective July 1, 2024 (FY25), there shall be a 1% base pay increase for officers who actively serve as certified Field Training Officers (FTO) as designated by the Chief at his sole discretion. FTOs must maintain certification and perform FTO duties whenever called upon by the Chief and must continue to make themselves available for questions and mentoring of the officers they have field trained on an ongoing basis after the field training has ended to qualify for this stipend.

**Section 15. Educational Incentive**

As of the date of the execution of this contract, all eligible officers covered by this contract shall receive the following educational incentive for his/her degree, as appropriate. Educational incentives shall be calculated using base pay as represented on the wage and salary classification schedule and shall be included in weekly pay as well as overtime and holiday pay.

Education Degree	Percentage
Associates	10%
Bachelors	20%
Masters (General)	25%
Masters (Mental Health of Social Work)	30%

#### **Section 16. Firearms Permit Fee**

Active and retired Officers shall receive a waiver of the annual firearm permit fee.

#### **Section 17. Residency Requirements**

Any employee covered by this agreement shall establish and maintain, within nine months after his/her appointment, a residence as provided for herein. Such residence shall be a continuing condition of employment. The person shall maintain his/her residency within the geographical boundaries established under Chapter 41, Section 99A, Massachusetts General Laws. (Provided, however, that the residency clause herein shall not apply to any individual who was a member of Local 396 as of January 19th, 1989.)

#### **Section 18. Hiring of Police Officers at Road Construction Sites**

The Chief of Police policy known as "Guidelines for the Hiring of Police Officers at Road Construction Sites" dated November 13th 1991, is incorporated as part of the contract, except that, on page 1, Section I, Paragraph B, the term "by a member of the Methuen Police Department with the rank of Sergeant or above" is deleted and replaced with the term "by the Chief of Police, or the Chiefs designee".

#### **Section 19. Copies of Agreement**

The City agrees to provide each member of the Union with a copy of this Agreement.

#### **Section 20. On Call Officers**

Twice a year the Chief of Police will publish an on-call list of specialists. When those on call officers are ordered to duty, they shall receive, in addition to regular compensation, one additional hour at the overtime rate.

#### **Section 21. Volunteerism**

Offices can volunteer up to 8 hours per year without objection from the Union. If an officer wants to volunteer beyond the 8-hour cap, said request must be brought to the Union for consideration. Volunteer time may not be given in situations that would typically result in hiring a detail officer or hiring an officer on overtime. The Chief of Police and the Union shall mutually determine a list of events, instances, or circumstances where volunteer time may be undertaken.

#### **Section 22. Hospital Prisoner Watch**

The Chief reserves the right to assign patrol officers to hospital watch duties without additional compensation during the officer's normal working hours. When an officer is needed on an overtime basis for prisoner watch at a hospital, the duty shall be first offered to patrol officers. Prior to ordering in an officer, the duty shall be offered to reserve officers who are field officer trained.

#### **Section 23. Bi-weekly pay and direct deposit**

The City may, in its discretion, elect to pay employees bi-weekly and by direct deposit.

**Section 24. Physical Fitness Test**

Members of the M.P.P.A. may annually voluntarily participate in the Physical Fitness Standards Test. Upon completing and passing all the standards the M.P.P.A., the participating member shall receive the annual stipend of \$1,200.

Each year those members who wish to participate shall submit a letter of participation to the office of the Chief of Police between April 1st and April 15th. The Chief or his/her designee shall post by April 30th the scheduled dates of attendance for each officer for the physical fitness standards testing. The testing shall take place between May 15th and May 29th.

The chief or his/her designee will create a list of those who have passed the standards test and will forward this list to the City's Chief Administrative and Financial Officer by May 30th for payment of this stipend on the first July pay period of the next fiscal year. In the event that an officer takes and does not pass the Standards Test, he/she shall be allowed one (1) retest upon request of the officer. This retest shall be held in the first week of September following the original test.

It is further agreed that said Fitness Standards Test shall not be allowed to be used to determine fitness for duty.

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### Physical Fitness Standard Test

Officer:            Platoon/Unit: \_  
Badge#            Computer#\_

Officer must meet or exceed the following standard to pass the MPD Physical Fitness Standard.

Males	Sit Ups in 1 minute	Run-1.0 mile	Push ups In 1 minute
20-29	40	8:12	33
30-39	36	8:34	27
40-49	31	9:53	21
50-55	26	11:15	15
56-59	22	12:00	12
60-65	19	13:30	10
Females			
20-29	35	9:42	20
30-39	27	10:17	14
40-49	22	10:58	13
50-55	17	11:45	9
56-60	15	13:00	8
61-65	14	14:30	7

### The Trigger Pull Event

This event consists of raising a handgun and squeezing the trigger six (6) times with each hand. The time limit is 7.1 seconds.

### Certification

I hereby certify that on, \_\_/\_\_/\_\_\_\_.20\_\_, Officer\_\_\_\_ successfully completed the MPD Physical Fitness Standards for age group\_\_ by

Completing:\_\_\_\_ Sit-ups in one (1) minute,

Running 1.5 miles in \_\_: \_\_minutes,

Completing:\_\_\_\_ Push-ups in one (1) minute, and

Completing six (6) trigger pulls with each hand in 7.1 seconds.

Date: \_\_/\_\_/\_\_ Signature of Chief's Designee: \_\_\_\_\_



**Section 25. Mandatory Vests**

All regular police officers agree to the mandatory wearing of vests while on-duty, as per the agreed upon police policy.

**Section 26. GPS/AVL**

The Department may implement GPS/AVL subject to a "GPS policy" regarding its implementation and use.

**Section 27. Accreditation**

In acknowledgement of the department's accreditation through the Massachusetts Police Accreditation Commission, each active member of this union shall receive a one-time \$1,000 adjustment to the wage and salary scale effective July 1, 2024 (FY25). This one-time \$1,000 payment will be added to members' base pay and will not be a separate stipend payment. Accreditation must be maintained in order to receive this benefit. If accreditation status is not maintained, members shall not be eligible to receive this benefit.

**Section 28. Road Supervisors**

The parties agree that at the discretion of the Chief, if a road supervisor is not staffed for a shift, the most senior officer will be assigned as the acting road sergeant or corporal and paid out of class.

**Section 29. Facial Hair/Tattoos:**

Facial hair that is neatly groomed may be allowed with the approval of the Chief. The wearing of non-offensive tattoos shall be permitted and will not require special covering as approved by the Chief. However, no tattoos will be allowed from the neck to the top of head.

**Section 30. POST Commission**

In acknowledgment of the implementation of statewide standards for police officers as issued by the POST Commission, members will receive an additional one-time 1% increase to their base pay effective July 1, 2024 (FY25) and an additional one-time 1% increase to base pay effective July 1, 2025 (FY26). There will be no further increase on July 1, 2026 (FY27).

If at any time, during any period an officer's certification is suspended or revoked, this stipend shall cease to be paid until the date that certification is restored. No payments shall be due to individual officers for any periods of time during which the officer is not certified due to suspension or revocation.

**Section 31. Wellness/Mental Health Incentive**

The Union agrees to work with the City to develop a wellness/mental health incentive program to be incorporated into the Collective Bargaining Agreement.

**ARTICLE XXX- STABILITY OF AGREEMENT**

**Section 1.** The parties to this Agreement may from time to time make amendments, modifications, changes, or revisions in this Agreement, provided that said amendments, modifications, changes, or revisions are mutually agreeable, reduced to writing in acceptable language and appended to the body of this Agreement, provided, however, neither party shall be obligated to negotiate with the other during the term of this Agreement.

**Section 2.** The failure of the City or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be

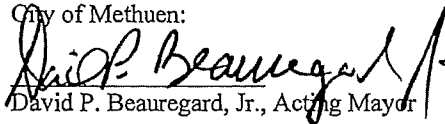
considered as a waiver or relinquishment of the right of the City or of the Union, or of any such employees to the future performance of any such term or provision; and the obligations of the Union and the City or such employee for such future performance shall continue in full force and effect.

#### ARTICLE XXXI- DURATION

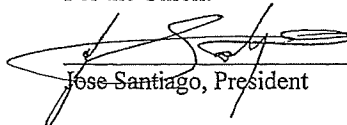
The duration of this contract shall be from July 1, 2024, to June 30, 2027. Either party wishing to terminate, amend, or modify this Agreement, other than in accordance with Article XXX above, must so notify the other party, in writing, no more than one hundred and fifty (150) days, nor less than one hundred and twenty (120) days prior to the expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee, for the purpose of discussing such amendment, modification, or termination. The provisions of this Contract shall remain in effect until the approval of a successor contract.

IN WITNESS WHEREOF, the City of Methuen and Methuen Police Patrolmen's Association, have caused this instrument to be signed by their authorized representatives this \_\_\_\_\_ day of October 2024.

City of Methuen:

  
David P. Beauregard, Jr., Acting Mayor

For the Union:

  
Jose Santiago, President