

AGREEMENT

between the

TOWN OF MARBLEHEAD

and the

MASSACHUSETTS COALITION OF POLICE, LOCAL 437

July 1, 2021 – June 30, 2024

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Agreement made by and between the Town of Marblehead, hereinafter referred to as the "Town", and the Massachusetts Coalition of Police, Local 437, hereinafter referred to as the "Union", designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE 1. RECOGNITION AND BARGAINING UNIT

Subject to any applicable provisions of state and federal law or regulation or By-laws of the Town now or hereinafter in effect, and pursuant to the terms and valid administrative interpretations of M.G.L. Chapter 150E, the Town recognizes the Union as the exclusive representative and bargaining agent for the following unit:

All permanent fulltime regular police officers, exclusive of the Chief of Police, and all civilian E911 - Dispatchers.

ARTICLE 2. MANAGEMENT RIGHTS

The Town retains the right, in accordance with all applicable laws and regulations and subject to applicable clauses contained in this agreement, (a) to direct employees within the police department, (b) to hire, promote, transfer, assign and retain employees in positions within the police department, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work or for other legitimate reason, (d) to maintain efficiency of the government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the police department in situations of emergency.

It is understood and agreed that the Town possesses the sole right to operate the police department and that all management rights repose in it, but that such rights must be exercised consistently with other provisions of this agreement.

These rights include but are not limited to the following:

1. discipline or discharge for just cause (The just cause standard shall be applicable only to employees who have passed their probationary period);
2. direct the work forces;
3. hire, assign, or transfer employees;
4. determine the mission of the police department;
5. determine the methods, means, number of personnel needed to carry out the mission of the police department;

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6. introduce new or improved methods or facilities;
7. relieve employees because of lack of work, subject to applicable laws; and
8. contract out for goods and services.

ARTICLE 3. NON-DISCRIMINATION

The Town and the Union agree that they will not discriminate against any employee covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, veteran's status or association activity or involvement, as provided by law.

ARTICLE 4. EMPLOYEE RIGHTS AND REPRESENTATION

SEC. 1. No representative, Department official, or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union.
2. Interfere with the formation, existence, operations or administration of the Union.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union.
4. Discriminate against any employee because the employee has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or in behalf of the Union.
5. Refuse to meet, negotiate, or confer on proper matters with the officers or representatives or the Association as set forth in this Agreement.

ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURES

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the application, meaning or interpretation of any of the provisions of this Agreement.

STEP 1. The Union Steward, with or without the aggrieved employee, shall take up the grievance with the Chief of Police within twenty (20) days of the time the employee knew or should have reasonably known of the occurrence or lack of occurrence which gave rise to the grievance. The grievance shall be submitted in writing

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and shall set forth the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the grieving employee, except with respect to grievances of a general or policy nature which may be signed by a Union representative or steward. The Chief shall attempt to adjust the matter and shall respond to the Steward within twenty (20) days after the submission of the grievance to the Chief in Step 1.

STEP 2. If the grievance has not been settled in Step 1, said employee or the Union Steward shall present said grievance, in writing, to the Town Administrator within fourteen (14) days after the Chief's response is due or received, whichever is earlier. The Town Administrator, within fourteen (14) days after receipt of said grievance, shall meet with the grieving employee and/or the Union Steward in an effort to resolve the matter and shall render a decision thereon within ten (10) days after said meeting.

STEP 3. If the grievance has not been settled in Step 2, said employee and/or Union Steward shall present said grievance, in writing, to the Board of Selectmen within "fourteen (14) days after the Town Administrator's response is due or received, whichever is earlier. The Board of Selectmen, within fourteen (14) days after receipt of said grievance, shall meet with the grieving employee and/or Union Steward in an effort to resolve the matter and shall render its decision thereon within ten (10) days after said meeting.

STEP 4. If the grievance is still unresolved, either party may, within thirty (30) days after the reply of the Board of Selectmen is due or received, whichever is earlier, submit the grievance to arbitration by written notice to the other party given to the other party by delivery in hand, by email, by facsimile, or by mail, postage prepaid, addressed to the attention of the Board of Selectmen or the President of the Union.

The parties shall attempt to select an arbitrator by mutual agreement. In the event the parties are unable to mutually agree upon an arbitrator, the arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. Within the limits of the arbitrator's authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Town and the Union.

No employee shall have the right to require arbitration, the right being exclusively reserved to the Union and the Town.

Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed a waiver of the grievance. Failure of the Chief, the Town Administrator or the Selectmen to meet or reply to a grievance within the time limits specified shall constitute a denial of the grievance.

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The time limits specified may be extended by mutual agreement of the parties in writing.

The Union shall be informed of all grievances processed pursuant to this Grievance and Arbitration procedure and a Union representative shall be afforded the opportunity to be present at all grievance meetings.

An employee who has passed such employee's civil service probationary period, in the event of an action taken under M.G. L. Chapter 31, Section 41, shall make an election of remedy, civil service or arbitration. Such employee may pursue one or the other but not both. The election must be made as follows, subject to the terms and conditions hereinafter provided:

1. Suspension by the Chief

Subject to and in accordance with the provisions of M.G.L. Chapter 31, Section 41, the employee may appeal a suspension of the Chief to the Board of Selectmen and have a hearing before the Board, or the Board's designee.

2. Action by the Board of Selectmen

An employee who feels aggrieved by a decision of the Board of Selectmen pursuant to M.G.L. Chapter 31, Section 41 may elect as such employee's exclusive remedy to pursue such employee's civil service remedies, subject to and in accordance with the provisions of M.G.L. Chapter 31. In the alternative, the employee may request to have the Union appeal the decision of the Board of Selectmen to arbitration. In the event the employee requests arbitration, the decision of the Board of Selectmen shall constitute a Step 3 decision, and the Union may submit the grievance to arbitration pursuant to the procedures set out in Step 4, above. If the employee has previously appealed the decision of the Board of Selectmen in accordance with civil service (M.G.L. Chapter 31), a Step 4 submission of the same decision to arbitration by the Union shall be null and void unless accompanied by the employee's withdrawal of such previously filed civil service appeal.

ARTICLE 6. SENIORITY

The seniority of Patrol Officer employees shall date from the time of their most recent date of permanent appointment as Patrol Officer in the employ of the Town and its Police Department. Those Patrol Officer employees so appointed on the same day shall have their relative seniority vis-à-vis each other determined on the basis of their Civil Service mark; if the mark of two or more of said employees is the same, the date of their application for the position of Patrol Officer in the employ of the Town shall govern.

The seniority of Sergeant, Lieutenant and Captain Employees shall date from the time of their certification and promotion as such in the classified Civil Service. Those employees of the same rank so appointed on the same day shall have their relative seniority vis-à-vis each other determined on the basis of their Civil Service mark in their

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respective examination; if the mark of two or more of said employees is the same, the date of their application for their respective examination shall govern.

Any officer who returns to duty as a regular fulltime police officer after being placed on the disability retirement rolls in accordance with Massachusetts General Laws Chapter 32, shall for seniority purposes of this Agreement receive credit for the time period worked, including any period of time the officer received Massachusetts General Laws Chapter 41 Section 111F compensation/pay, that the officer was credited with up to the date of the officer's retirement. In no event shall the period of time that the officer was on the disability retirement rolls be credited for calculating seniority under this Agreement.

ARTICLE 7. WORK WEEK

1. The regular work week for regular police officers shall be an average of thirty-eight and one-half (38-1/2) hours pursuant to a rotating schedule of four days on, followed by two days off, over a six (6) week cycle.

2. The regular shift hours of work for regular police officers are as follows:

- | | | |
|-----|--------------------------|-------------------------|
| (a) | 1 st Division | 11:45 p.m. to 7:45 a.m. |
| (b) | 2 nd Division | 7:45 a.m. to 3:45 p.m. |
| (c) | 3 rd Division | 3:45 p.m. to 11:45 p.m. |
| (d) | Hangover shift | 5:45 p.m. to 1:45 a.m. |

3. Regular police officers shall be scheduled to work on regular work shifts or tours of duty which shall have regular starting and quitting time. Work Schedules shall be posted on the departmental bulletin board.

4. Regular police officers may be granted permission to exchange shifts or tours of duty, subject to the following terms and conditions:

- a. Request for permission is made in writing, on a form provided by the Town, to the Chief or the Chief's designee at least 12 hours prior to the exchanged shift.
- b. The granting or denial of said request is within the discretion of the Chief, or the Chief's designee, and shall be made in writing and reason(s) given in the event of denial.
- c. The exchange does not impose any additional cost on the Town.
- d. The exchange is within rank only (patrol officer with patrol officer , superior officer with superior officer).

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- e. Neither the department nor the Town shall be responsible for enforcing any agreements made between employees.
- f. No exchange shall be used by the employee or Union for the purpose of claiming overtime pay.

5. Anything contained herein to the contrary notwithstanding, the Town reserves the right to change the hourly and daily schedules of employment, and/or to establish shifts other than those set forth above.

6. Nothing contained herein shall in any way be interpreted as a limitation of the Town's right to transfer employees.

7. It is recognized that certain officers within Special Assignments and the present Captain are not working the 4-2 schedule. Nothing contained herein shall limit the right of the Chief to continue such employees or their replacements on a schedule other than the 4-2 work schedule. In the event the Chief intends to establish a work schedule other than the 4-2 work schedule for any other employee, the Chief shall advise the Union in writing and give the Union an opportunity to meet and discuss the working conditions prior to implementation.

8. Officers working the 5 -2 schedule, shall work five (5) days per week and shall not be entitled to overtime pay or compensatory time off until the officer has worked in excess of the employee's eight (8) hour work day or in excess of forty (40) hours in a week; however, said employees shall be entitled to overtime pay when working during the employee's vacation or a day off. In no event shall an employee working the 5-2 schedule be given any days off other than those specifically granted by this Agreement; and any such days off shall be in accordance with a schedule established by the Chief. Said officers working the 5-2 schedule shall be scheduled to work 249 days per calendar year.

9. A police officer assigned to a "5-2 work schedule" shall be granted forty-eight (48) hours of compensatory time in order to equalize the number of days off with a police officer assigned to a "4-2 work schedule," providing however, the utilization of any such forty-eight (48) hours of compensatory time by an officer shall require the prior approval of the Chief or the Chief's designee.

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ARTICLE 8. WORK SHIFTS AND ASSIGNMENTS

A. Excluding special assignments personnel may designate by seniority choice of divisions and vacations, provided, however, when the best interests of the Town would be served by a variation of the designation of a police officer, the Chief of Police may effect such variation.

B. Any police officer aggrieved by a variation of the officer's designation of a division or vacation as provided in the aforesaid Section A may appeal such variation to

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the Board of Selectmen, who shall reach a decision thereon within fifteen (15) days after the meeting with the police officer involved to discuss the appeal.

C. Assignment of personnel for special assignment and within a division shall be in the sole and absolute discretion of the Chief of Police. Seniority may be given consideration.

D. Effective July 1, 2018, employees who are assigned by the Chief to the following special assignments shall receive the following additional annual compensation paid in weekly increments, so long as such employee continues in said assignment:

(a) Prosecutor & School Resource Officer	Four (4%) percent of the annual salary of a Sergeant/Step 5
(b) Assistant Prosecutor	\$ 800.00
(c) Fingerprint and Photography Officer	\$ 600.00
(d) Narcotics Officer	\$ 150.00
(e) Patrol Officer Inspector	\$ 500.00
(f) Juvenile Officer	\$ 400.00
(g) Youth Victim Services Officer	\$ 400.00

Whenever a vacancy occurs in the following special assignments and the Chief determines to fill said vacancy, the Chief shall post a notice of vacancy on the police bulletin board for a period of seventy-two (72) hours. Employees who are interested in bidding for such vacancy shall sign their names on the posted bidding form.

Ambulance Mechanic
Assistant Animal Control Officer
Arson Officer
Breathalyzer Operator
Bicycle Officer
Computer Systems Officer
Crime Prevention Officer
DARE Officer
Emergency Medical Services Dir.
Assist. Emergency Med. Ser. Dir.
Evidence and Property Officer
Fingerprint & Photography Officer
Harbor Patrol
I Dent-Kit Officer
Inspector
Motor Vehicle Maintenance Officer
Motorcycle Officer
Narcotics Officer
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Assistant Prosecutor
Public Relations Officer
Rape Officer
Range Fire Arms Officer
Records Officer
Safety Officer
School Attendance/Truant Officer
Assist. School Attendance Officer
School Officer Liaison
Assistant Training Officer
Traffic and Safety Officer
School Resource Officer

E. All police officers shall provide their own transportation to and from patrols unless some other provisions are made by the Chief of Police.

F. Any decision of the Chief and/or Board of Selectmen under this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 9. OVERTIME

1. Except as hereinafter provided, work over an "average" thirty-eight and one-half hours in any regular work week for those employees working the 4-2 work week, or over forty hours in any regular work week for those employees working a forty-hour work week, or on an employee's regularly scheduled day off (not including holidays) shall be paid at the rate of time and one-half the employee's regular straight time rate.

When a regular or regular permanent intermittent police officer who holds the rank of patrol officer, sergeant, lieutenant or captain, whether uniformed or not, has completed his/her regular work day and leaves his/her place of employment and is thereafter recalled within the same work day, he/she shall be guaranteed a minimum of not less than two hours work or pay at the discretion of the Chief of the Police Department.

When a regular or regular permanent intermittent police officer who holds the rank of patrol officer, sergeant, lieutenant or captain, whether uniformed or not, is "called in" on one of his/her regularly scheduled days off or a holiday, he/she shall be guaranteed a minimum of not less than four hours work or pay at the discretion of the Chief of the Police Department. "Recall" or "Call-in" pay shall be at the rate of time and one-half straight time pay.

Unauthorized absences shall not be included as time worked for the purpose of computing overtime pay.

2. Regular and permanent intermittent officers shall be compensated for overtime as overtime occurs.

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3. The Town has the right to schedule overtime work as required in a manner most advantageous to the Town and consistent with the requirements of municipal employment and the public interest and subject to any applicable provisions of this Agreement. Employees who normally perform the same type of work shall receive as equal overtime opportunities as possible. Rules for assignment of overtime are set forth in Exhibit B attached hereto.

4. Permanent intermittent police officers who work in excess of forty (40) hours in the regular work week shall be paid for said hours in excess of forty (40) at the rate of time and one-half their regular straight time rate of pay. "Regular work week" as used in this paragraph four shall mean the seven day period commencing Sunday 12:00 a.m. and ending the following Saturday at 12:00 p.m.

5. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

6. A police officer shall be permitted to accumulate and accrue up to one hundred forty (140) hours of compensatory time off, in lieu of overtime. The use of such compensatory time off by a police officer shall be approved in advance by the Chief or the Chiefs designee.

ARTICLE 10. EXTRA PAID DETAILS

The following provisions shall govern the assignment of extra paid details to regular and permanent intermittent police officers where the detail is to be paid for by another Town department, government body or by an outside individual person or group, corporation or organization.

A. Such assignment shall be made by the Chief of Police or the Chief's duly authorized representative on a voluntary basis and shall be distributed among said officers in a reasonable manner as evenly as possible. Permanent intermittent police officers shall be assigned extra paid details only when regular police officers are not reasonably available. Special police officers are excluded from the provisions of this Article. No officers or any other person shall accept any such assignment unless the same is made by the Chief of Police aforesaid.

The Town agrees that all police work traditionally performed on a paid detail basis, including but not limited to traffic control at construction and utility sites, keeping the peace at private and public establishments and/or at private and public functions and events, and transporting money or valuable, shall remain the exclusive province of police officers who are in the bargaining unit, subject to the terms and conditions of this Agreement. Notwithstanding the above, the parties agree that the Chief of Police or the Chief's police officer designee has the discretion to determine the number and rank(s) of police officers assigned in any such instance necessary to maintain public safety or other

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legitimate interest of the community or department, including on a paid detail basis. While actually performing police work when assigned to a paid detail, a police officer shall not utilize the police officer's cell phone, except for an emergency or when job related use is necessary. While the Chief has the discretion to determine that no police personnel are necessary to ensure public safety or other legitimate department interests, the Town, however, may not assign or require a civilian to perform traffic control or otherwise substitute for police officers performing paid details.

B. Extra paid details shall be paid at the following rates:

1. Patrol Officer and Superior Officer when not in charge of a detail:

a. Non-Town/ Non-Enterprise Funds

- (1) Effective July 1, 2018, time plus one half a Sergeant's Step 6 hourly rate of pay.
- (2) Effective July 1, 2018, police officers shall be compensated at an hourly rate of time plus one half the hourly rate set forth above in B.1.a. (1), for working a detail on a holiday, Christmas Eve beginning at 5:00 p.m., New Year's Eve beginning at 5:00 p.m., Sunday, or between the hours of 7:00 p.m. and 7:00 a.m. on any day of the week.

With a minimum of four (4) hours, and an additional four (4) hours minimum for any time worked by a police officer in excess of four (4) hours up to and including eight (8) hours, and at the rate of time and one-half the detail hourly rate of pay in excess of eight (8) hours.

b. Town/Enterprise Funds

Effective January 1, 2018, time and one-half the regular straight time hourly rate of pay for a patrol officer at Step 5, with a minimum of four (4) hours. Hours in excess of four (4) hours, thereafter shall be with a minimum of two (2) hours for each two (2) hours period/block.

c. Police officers assigned to and working strike/labor dispute details with respect to Town / Enterprise Fund personnel / employees shall be compensated at an hourly rate of pay of \$60.00; and with respect to Non-Town / Non-Enterprise Funds time plus one half the hourly rate set forth above in B.1.a.(1).

2. Superior officer in charge of a detail:

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The aforementioned applicable hourly rate as set forth above in B.1.a.(1) plus \$2.00 with a minimum four (4) hours at said rate of pay, providing however, the minimum shall be three (3) hours for any details involving Town/Enterprise Funds.

C. For the purposes of all clauses contained in this Agreement, any aforesaid officer designated as stated above and serving in the capacity of a police officer on an extra paid detail shall be considered "on duty", provided, however, such extra paid detail shall not be counted in computing overtime.

D. An officer taking a sick day shall not be permitted to work an extra paid detail until twenty-three (23) hours have elapsed since the beginning of the shift on which the officer took the sick day. Officers shall not be charged for overtime shifts for which they are rendered ineligible by this provision.

E. Except for a paid detail involving Town/Enterprise funds, no officer shall retain any money paid directly to the officer as a result of an extra paid detail assignment. Rather, said direct payment shall be turned over to the Town by the police officer for deposit into the Town's account, and thereafter, an appropriate check issued to the police officer for the extra paid detail assignment.

F. It is expressly agreed between the parties that the Town shall not be obligated or responsible for the collection of any pay due aforesaid officer for working on extra paid details, provided however, the Chief of Police may prepare and submit bills for services on behalf of an officer.

G. When bills for paid details are required, the police department shall prepare the bill describing the detail, and including such information as the time, date, location, name of vendor, name of police officer to be paid, length of time of the detail, the total amount billed, and that the remittance be made payable to the Town of Marblehead and forwarded to the Town Treasurer, 7 Widger Road, Marblehead, MA 01945. Said bills shall be prepared by the police department weekly. Furthermore, the police department shall provide the Town Treasurer's office with a copy of the weekly paid detail billing report.

H. A Ten percent (10%) surcharge is to be added to all non-Town/Enterprise Fund details. The Town shall create a revolving account, initially funded with \$10,000.00 from the Town, to enable officers to be paid for details in a timely fashion. Paid detail receipts are to be deposited into said fund. If said fund is depleted, then the officers will receive payment for details worked when the vendor pays the Town for the detail worked or when fund contains sufficient money to pay the detail(s) worked. The Town's only financial obligation with respect to the fund is to initially deposit into it the sum of \$10,000.00.

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I. A Marblehead police officer shall be permitted to perform extra paid details in the City of Lynn, Massachusetts, in addition to those municipalities that Marblehead police officers are currently permitted to perform extra paid details.

J. If the Chief of Police determines that a public safety issue is apparent, and it has been determined that no Marblehead police officers are available for assignment from the detail availability list, prior to contacting other municipal police departments, an overlapping extra paid detail may be assigned to a Marblehead police officer under the following conditions:

a. An officer who is released from a extra paid detail by an "outside" contractor, regardless of the number of hours worked or paid for, may accept another extra paid detail, provided however, such officer shall be able to provide written documentation to the Marblehead Police Department indicating that the time period covering the first extra paid detail has completed, and the time that the next extra paid detail commences is recorded in the daily log via the police radio or taped police phone call.

b. In no event shall a police officer be assigned to overlapping hours to perform extra paid details when such overlapping hours will be paid by municipal monies/funds, including without limitation, Town of Marblehead municipal departments utilizing outside contractors, providing however, if the Chief of Police determines in his sole discretion that a substantial public safety hazard exists, then in such event the police officer would be assigned and paid for such overlapping hours. For example, a police officer clears from an extra paid detail for a company/entity that has been subcontracted by the Marblehead Water & Sewer Department, and immediately thereafter performs an extra paid detail for some other private contractor such as Verizon or National Grid, then in such event, the police officer shall be paid the detail rate for the overlapping hours of the second extra paid detail.

c. A Marblehead police officer who has been assigned to appear in court and who has been released from court by the court prosecutor shall be eligible to perform an extra paid detail notwithstanding the fact that the minimum three (3) hours of court time, as set forth in Article 21 of the Collective Bargaining Agreement, has not expired.

d. If a Marblehead police officer is on an extra paid detail and is released by a contractor from such extra paid detail, then in such event, such officer shall not be permitted to return to work and receive overtime pay unless in the Chief's sole discretion an extraordinary circumstance requires an exception to this practice.

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K. Due to the extraordinary circumstances surrounding the July 4th holiday, Marblehead police officers shall not be permitted to utilize vacation during the period of time from 12:00 a.m. through 11:59 p.m. on July 4th, providing however, the Chief of Police in his sole discretion may determine otherwise, and release such day for the utilization of vacation by Marblehead police officers, and providing further, if the Town does not hold a July 4th fireworks event in any such year of this Agreement, then during any such year only, this Section K shall not apply.

ARTICLE 11. OVERTIME, EXTRA PAID DETAILS AND SICK LEAVE RECORDS

The Chief of Police shall maintain a record of all overtime, extra paid details, including refusals of each of the foregoing, and sick leave accumulations and shall make such records available upon request at reasonable times to a duly authorized representative of the Union. A monthly record of overtime hours worked per employee shall be posted on the bulletin board by the fifteenth (15th) of the following month.

Upon request made in writing, the Selectmen may, in their discretion, grant additional sick leave to an officer who has exhausted said officer's annual and accumulated sick leave. Anything contained in this Agreement to the contrary notwithstanding, the denial of such additional sick leave shall not be subject to the grievance and arbitration provisions of this Agreement. In the event such additional sick leave is granted, it will be paid back, upon the officer's return to work, as a charge against the officer's future entitlement to such leave at a rate no greater than ten (10) days per year.

ARTICLE 12. WAGES

Effective July 1, 2021, police officers covered by this Agreement shall receive wage increases as set forth below and as reflected on the Salary Schedule attached hereto as Exhibit C.

- a. Effective July 1, 2021.....2.0%
- b. Effective July 1, 2022.....2.0%
- c. Effective July 1, 2023.....2.0%
- d. Effective July 1, 2021, the differential between patrol officer Steps 4 and 5, and between patrol officer Steps 5 and 6, shall be maintained at 3.50%; effective July 1, 2021, a Step 7 shall be added to the Wage Schedule applicable to officers with twenty (20) or more years of continuous service, and which Step 7 shall maintain a four (4.0%) percent differential over Step 6.
- e. Effective July 1, 2021, the differential between ranks shall be maintained at sixteen (16.0%) percent.
- f. Effective July 1, 2021, the Step 5 continuous years of service with the Marblehead Police Department shall be ten (10) or more years, the Step 6

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continuous years of service shall be fifteen (15) or more years, and the Step 7 continuous years of services shall be twenty (20) years or more, providing however, a police officer holding the rank of Sergeant, Lieutenant, or Captain with ten (10) or more years of continuous service shall remain at such officer's current Step, and shall proceed thru the successive Steps in accordance with current Marblehead Police Department policy prior to being advanced to Step 5 and 6, and providing further, if a police officer with 10,15, 20 or more years of continuous service is promoted, then such officer shall be placed at the first Step for such rank which provides such officer with a salary increase in accordance with the Town's Bylaws, and thereafter such officer shall proceed thru the successive Steps in accordance with current Department policy prior to being advanced to Step 5, Step 6, or Step 7. An officer with ten (10) or more years of continuous service shall not be required to serve in Step 4 for more than one (1) year.

ARTICLE 13. NIGHT SHIFT PREMIUM

Employees covered by this Agreement who are regularly scheduled to work the first and third shifts shall be paid a weekly premium for such shift work. Night shift premium shall not be included in base pay for the purposes of the computation of overtime or included in any other benefit except sick leave, injured in the line of duty pay (c. 41s. 111F), and / or vacation pay. In other words, the premium shall only be paid to those eligible as herein provided.

- A. Effective July 1, 2018, the night shift premium shall be as follows:
 - 1. Patrol Officer:
 - a. The 3:45 p.m. to 11:45 p.m. shift.....7.25%
 - b. The 11:45 p.m. to 7:45 a.m. shift.....7.50%
 - 2. Sergeant:
 - a. The 3:45 p.m. to 11:45 p.m. shift.....6.50%
 - b. The 11:45 p.m. to 7:45 a.m. shift.....6.75%
 - 3. Lieutenant:
 - a. The 3:45 p.m. to 11:45 p.m. shift.....6.00%
 - b. The 11:45 p.m. to 7:45 a.m. shift.....6.25%

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ARTICLE 14. TEMPORARY SERVICE OUT OF RANK

Any regular police officer temporarily assigned the duties and responsibilities of a higher rank shall receive the pay of the minimum or hiring rate of the higher rank or the officer's own rate, whichever is higher, plus an increase of one step, and such pay shall commence with the first day of work and until relieved of such assignment.

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ARTICLE 15. EMERGENCY MEDICAL TRAINING ("EMT") STIPEND

A. The Town of Marblehead ("Town") agrees to pay, subject to the terms and conditions hereinafter provided, a one thousand fifty dollar (\$1,050.00) annual stipend to eighteen (18) regular full-time permanent police officers certified as Emergency Medical Technicians by the Commonwealth of Massachusetts for their regular performance of EMT duties and responsibilities.

1. The eighteen EMT stipend "positions" shall be filled in the following order of eligibility:

- a. Regular uniformed full-time permanent police patrol officers.
- b. Regular non-uniformed full-time permanent patrol officers.
- c. Sergeants.
- d. Lieutenants.

Permanent intermittent officers shall not be eligible to receive stipends. Nothing contained in this agreement, however, shall preclude the assignment of permanent intermittent officers to perform EMT duties and responsibilities (if certified) so long as such use is not in derogation of the appointment of the eighteen (18) regular stipend EMTs.

2. A list shall be established and maintained containing the names of all regular uniformed full-time permanent police patrol officers certified as EMTs by the Commonwealth of Massachusetts and who are not then functioning as regular stipend EMTs. The list shall be kept accordingly to the date of the employee's certification/recertification. The employee with the earliest certification/recertification, without a lapse, shall appear at the top of the list, etc. In the event two (2) or more employees have the same date of certification, then their civil service seniority date shall prevail as between them. Similar lists shall be established for employees falling into categories 1(b), (c) and (d), supra. As "vacancies" occur in the eighteen (18) regular stipend positions, they shall be filled in the order or priority set forth in paragraph (1), supra, from the lists referred to in this paragraph 2. In the event one of the eighteen (18) positions is filled any time by an employee in category 1(b), (c) or (d), and thereafter an employee in category 1(a) becomes eligible, the 1(a) employee shall replace the 1(b), (c) or (d) employee, as the case may be, at the beginning of the upcoming quarter.

3. In order to be eligible to receive the stipend, the employee must be on active status at the time of the payment and during each quarter for which payment is made.

4. The stipends shall not be included as part of base pay or for the computation of any benefits including, but not limited to, overtime or night shift differential.

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5. The stipends shall be payable only so long as the Town maintains the ambulance service in the Police Department. In the event the Town discontinues such service in the Police Department prior to the end of a fiscal year, each employee who is receiving the stipend at the time of the discontinuance shall continue to receive the stipend until the end of the fiscal year.

6. The \$1,050.00 annual stipend shall be payable weekly at the rate of \$20.19 per week.

7. The Town agrees that police officers will only be required to perform ambulance service in connection with EMT duties and responsibilities and emergency situations.

8. The Town agrees, subject to efficient police operations and a standard of reasonableness, to utilize on duty stipend EMTs prior to assigning on duty non-stipend EMTs to perform EMT duties and responsibilities.

9. Nothing contained in this Agreement shall require the Town to call in off duty stipend EMTs to fulfill its EMT needs.

10. The Town agrees to pay for the testing fees, costs of required texts and regular tuition fees associated with the certification or recertification of the stipend EMTs. The Chief may, at his discretion, pay said costs and fees for additional EMT candidates whose names are on the lists referred to in paragraph 2, above. (The number, if any is to be determined by the Chief). EMT candidates for whom the Town pays the costs, as aforementioned, shall be obligated to perform as a Stipend EMT, if required by the Chief, except that if and so long as there are a sufficient number of certified volunteers, they shall not be so obligated. The Town may discontinue payment of the costs of certification and recertification of the "additional" candidates at any time.

11. The stipend payable hereunder shall be paid, retroactively, for EMT services rendered from and after 7/1/84, but only to employees who were EMT stipend employees as of 12/26/84 under the terms of the prior Agreement, subject to the credit hereinbefore provided.

12. The Association acknowledges the right of the Town to discontinue the "police" ambulance and the EMT stipend and to have non-police personnel perform such function.

As noted, in the event the Town discontinues the Police Ambulance, the Town will have no further obligation to pay the stipend except as provided in Article 15, Section 5 (Each employee who is receiving the stipend at the time of the discontinuance shall continue to received the stipend until the end of the fiscal year in which the discontinuance occurs).

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The Town agrees herein, however, that the following police employees will be eligible to received the stipend (hereinafter sometimes called EMT stipend positions), subject to the terms and conditions hereinafter provided:

- (a) Employees whom the Town thereafter (from and after discontinuance) require to be certified/recertified will receive the stipend so long as they are so required, are actively employed, and possess the requisite certification/recertification. The Town will also pay the testing fees, costs of required texts and regular tuition fees associated with the certification or recertification of employees so required.
- (b) In the event the Town were to so require one or more employees to be certified/recertified the specific employee/s to be so required shall be determined as follows:
 1. The EMT stipend "position/s" shall be filled in the following order of eligibility:
 - a) Regular uniformed full-time permanent police patrol officers.
 - b) Regular non-uniformed full-time permanent patrol officers.
 - c) Sergeants.
 - d) Lieutenants.
 2. A list shall be established and maintained containing the names of all regular uniformed full-time permanent police patrol officers certified as EMTs by the Commonwealth of Massachusetts. The list shall be kept accordingly to the date of the employee's certification/recertification. The employee with the earliest certification/recertification, without a lapse, shall appear at the top of the list, etc. In the event two (2) or more employees have the same date of certification, then their civil service seniority date shall prevail as between them. Similar lists shall be established for employees falling into categories 1(b), (c) and (d), *supra*.

As "vacancies" occur, they shall be filled in the order of priority set forth in paragraph (b) 1, from the lists referred to in this paragraph 2. In the event one of the EMT positions is filled at any time by an employee in category 1(b), (c) or (d), and thereafter an employee in category 1(a) becomes eligible, the 1(2) employee shall replace the 1(b), (c) or (d) employee, as the case may be, at the beginning of the upcoming quarter.
 3. In the event there are no names on the eligible lists, the employee(s) to be so required shall be selected in the inverse order of seniority.

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4. The Town agrees, subject to efficient police operations and a standard of reasonableness, to utilize on duty stipend EMTs prior to assigning on duty non-stipend EMTs to perform EMT duties and responsibilities.
5. Nothing contained in this Agreement shall require the Town to call in off-duty stipend EMTs to fulfill its EMT needs.
6. Anything contained herein to the contrary notwithstanding, the stipend shall be paid, as noted above, only so long as the employee is required to be certified/recertified, is actively employed, and possesses the requisite certification/recertification.

B. In the event the Town were to transfer the operation of the ambulance from the Police Department to the Fire Department, the following rules shall be applicable.

1. Effective 7/1/93, the Selectmen may reduce the stipend positions from eighteen (18) to fifteen (15), and may further reduce said positions from fifteen (15) to twelve (12), provided, however, the reduction from fifteen (15) to twelve (12), if effectuated by the Selectmen, shall only be done by "attrition".
2. Employees receiving the stipend effective 7/1/93 may be required, as a condition of employment, to continue to function in such position, i.e., they cannot "give up" such position, unless agreed to by the Selectmen, and they may be required to obtain recertification. It is the position of the Town that the rights of the Town, as stated herein, merely reflect current rights that exist in the absence of the transfer of the ambulance to the Fire Department. The fact this language was included may not be used against the Town were these issues to arise in the future. For example, and without limitation, no adverse inference regarding current rights (prior to transfer) may be drawn by the inclusion of such language.
3. Anything contained in this Agreement to the contrary notwithstanding, no stipend shall be paid, from and after 6/29/96, except in accordance with and subject to, the terms and conditions of paragraph (a) and (b) of Section 12 of Article 15.
4. The following language of Article 15 shall continue:

Section 1: (as modified by this Section B)
 Section 2:
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 Section 6:
 Section 8:

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Section 12: Delete the paragraph beginning with the words "As noted, in the event to Town discontinues the "police ambulance" and ending with the words "occurs".

- 5. The employees shall cooperate with the Town and the Fire Department employees in taking whatever action is necessary in order to insure a smooth and effective transfer of operations. Employees may be required by the Town to train and/or assist in the training of Fire Department employees in connection with ambulance/EMT duties and responsibilities.
- 6. It is recognized that during the period of transfer, both police and fire employees may be assigned to operate the ambulance.
- 7. Nothing contained in this Agreement shall in any way limit the first responder duties and responsibilities of the police.

ARTICLE 16. LONGEVITY

Police Officers shall be paid longevity pay annually as hereinafter provided:

All regular permanent employees employed for five (5) consecutive years on such basis and for each applicable additional five consecutive years on such basis shall be paid annually, in addition to such Officer's weekly wage, longevity pay in accordance with the following schedule and such annual pay shall be apportioned and paid in weekly installments during such Officer's employment, without accumulation or payment for any period from termination of employment to the end of any year.

The Annual Longevity Pay Schedule effective July 1, 2012, shall apply as follows:

Not less than 5 years.....	\$325.00
Not less than 10 years.....	\$425.00
Not less than 15 years.....	\$525.00
Not less than 20 years.....	\$775.00
Not less than 25 years.....	\$875.00
Not less than 30 years.....	\$1,025.00

A permanent-intermittent police officer shall be credited with service as such permanent-intermittent police officer in accordance with and subject to the provisions of Section 4 (2) (b) of Chapter 32 of the M.G.L.

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ARTICLE 17. VACATIONS

1. Regular permanent employees shall be granted a vacation of not less than two (2) weeks without loss of pay in each calendar year if the employee has actually worked for the Town for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in each year. Three (3) weeks vacation shall be granted without loss of pay to members of the regular and permanent Police Force of the Town who have served the Town five (5) years (subject to the thirty (30) week actual work requirement as aforementioned), four (4) weeks vacation shall be granted without loss of pay to members of the regular and permanent Police Force of the Town who have served the Town ten (10) years (subject to the thirty (30) week actual work requirement, as aforementioned), four (4) weeks vacation plus one (1) additional day shall be granted without loss of pay to members of the regular and permanent Police Force of the Town who have served the Town fifteen (15) years (subject to the thirty (30) week actual work requirement, as aforementioned), and four (4) weeks vacation plus two (2) additional days shall be granted without loss of pay to members of the regular and permanent Police Force of the Town who have served the Town twenty (20) years (subject to the thirty (30) week actual work requirement, as aforementioned).

Employees shall be allowed to carry over one-half of their earned vacation time from one calendar year in to the successive calendar year. The time for taking said carry over time shall be subject to the approval of the Chief.

ARTICLE 18. HOLIDAYS

1. Regular permanent employees shall receive all legal holidays in effect in Essex County.

2. Holiday pay for a regular permanent full-time employee shall be paid on the basis of the twelve (12) hours pay at the employee's base pay, provided however, a regular full-time employee who works on a holiday shall be paid on the basis of sixteen (16) hours pay at the employee's base pay. Such holiday pay shall be in addition to the employee's regular pay.

3. In the event any of the legal holidays in effect in Essex County falls on the regular permanent employee's regular day off, vacation day, or a day on which the employee is on paid injured leave or paid sick leave, an additional day off shall be allowed, or pay in lieu of one day shall be allowed.

4. Holiday pay shall be included in the employee's base pay for pension purposes as provided by law.

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5. Permanent-intermittent who work an average of 20 hours per week during any six (6) month period shall be entitled to receive holiday pay thereafter as follows:

For all holidays following subsequent to said six (6) months period so long as the employee continues to work on the average 20 or more hours a week.

The six-month period of continuous service shall begin anew upon any break in continuity of service in terms of performing work on the average of 20 hours per week.

ARTICLE 19. INSURANCE

With respect to the Contributory Group Health Insurance, the Town and the Union are bound by the terms and conditions of the agreement covering the period of time beginning July 1, 2018, through and including June 30, 2024, between the Town and the Town's Public Employee Committee ("PEC"), regarding the participation in the Group Insurance Commission ("GIC").

ARTICLE 20. PENSIONS, LONGEVITY PAY, VACATIONS, HOLIDAYS AND INSURANCE

Pensions, longevity pay, vacations and insurance are subject to applicable provisions of state and federal law or regulation or by-laws of the Town now or hereinafter in effect, subject to the specific provisions of this Agreement.

ARTICLE 21. COURT TIME

Compensation for a police officer for attendance at court shall be subject to Section 53C of Chapter 262 of the General Laws as amended, and such additional pay shall be at the rate of time and one-half the officer's regular straight time rate. If a police officer at the direction of the Town or by reason of a subpoena is required to attend a civil proceeding concerning a matter which bears a relationship to the officer's duties as a police officer, the officer shall be paid at the rate of time and one-half the officer's straight time rate of pay, with a minimum of four (4) hours, provided however, that the officer shall not receive any compensation in addition to the officer's straight time compensation if such attendance is during the officer's regular duty hours.

ARTICLE 22. EQUIPMENT AND UNIFORM ALLOWANCE

1. The Town shall supply all regular and permanent intermittent police officers with flashlights and batteries, clubs, handcuffs, revolvers and holsters. In addition thereto, when deemed necessary by the Chief, other equipment shall be made available. All of the aforesaid property and equipment shall remain the property of the Town and shall be

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returned to the Chief of Police upon the Chief's order or when the employee ceases his employment in reasonably good condition, reasonable wear and tear excepted.

2. Subject to an appropriation of funds for the purpose during each and every year in which this contract is in effect, all regular police officers, except as hereinafter provided, shall be allowed a uniform allowance of \$500.00 annually without accumulation. Said sum of money may be expended by a regular police officer upon filing a requisition with the Chief of Police who shall issue a purchase order, provided however, all allowances shall be processed as aforesaid or before the first day of June of the year of allowance.

3. The Town shall provide to new employees the articles of clothing set forth on Exhibit A attached hereto. Said articles shall be returned to the Town in the event the employee leaves the employ of the Town.

4. The \$500.00 annual allowance shall not be paid to a new employee during the first year of service.

5. The Town shall reimburse an employee, subject to the terms and conditions hereinafter provided 50% of the cost of a bullet proof vest. This is a one-time reimbursement per employee. The vest must be approved by the Chief (type, cost, etc.).

6. The uniform allowance shall not be utilized by any officer of the bargaining unit while absent from work as a result of injury, illness, leave of absence, or discipline.

7. Each officer in the bargaining unit shall be required to obtain, at the officer's expense, two (2) name tags, whose design shall be that of the Chief, but with input from the Union. Every officer while on duty and in uniform shall be required to wear a name tag on the officer's outermost garment, in the vicinity of the officer's chest area, making the name tag easily visible to the public.

8. The Chief and the Union shall meet in order to agree/determine the equipment and uniforms to be worn by police officers.

ARTICLE 23. SICK LEAVE REIMBURSEMENT PROGRAM

1. Police officers shall be entitled to accrue sick leave at the rate of fifteen (15) days per year. Unused sick leave days may be accumulated from year to year on an unlimited basis, provided however, that the maximum sick leave accumulation for sick leave reimbursement purposes shall be as set forth below in this Paragraph 1.

Any regular full-time police officer employed as such for twenty (20) years shall be paid, in a lump sum upon retirement under Chapter 32 of the General Laws, an amount equal to twenty-five (25%) percent of the officer's unused sick leave days as shown on the records of the Town at the time of retirement times one-fifth of the regular weekly rate of compensation payable to the officer at time of retirement, for each such day. Such lump

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sum shall not in any way be construed as regular compensation under the provisions of said Chapter 32. Creditable service as a permanent intermittent police officer shall be determined in accordance with the provisions of said Chapter 32, Section 4(2)(b). In the event a regular full-time police officer is killed in the line of duty, the Town shall pay to the officer's next of kin the amount of money, if any that the officer would have been entitled to under this Article had he retired at the time of the officer's death.

Effective July 1, 2018, the maximum sick leave accumulation for sick leave reimbursement purposes, the maximum against which the twenty-five (25%) percent is applied shall be two hundred fifty (250) days.

2. Any Bargaining Unit employee who actually works for the full calendar year who has not missed/been absent from work as a result of a disciplinary action imposed by the Town and who is absent from work for three (3) days or less during the previous calendar year shall receive a Five Hundred Dollar (\$500.00) stipend by separate check on the second full payroll period in January of the next calendar year. Said stipend shall be included in the employee's regular compensation for retirement purposes, provided, however, the law so permits.

ARTICLE 24. BEREAVEMENT LEAVE

In the event of the death of the employee's father, mother, spouse, child, sister, brother, grandchild, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle, the employee shall be allowed to be absent from work with pay, for up to four (4) regularly scheduled work days falling within the thirty (30) calendar days commencing from the day of death, providing however, upon the request of an employee, the Chief of Police or the Town Administrator at either's sole discretion may change the days on which the four (4) regularly scheduled work days are to be utilized by the employee.

The Town Administrator may at the Town Administrator's sole discretion grant additional bereavement leave days when the Town Administrator determines the circumstances so warrant.

ARTICLE 25. UNION BUSINESS LEAVE

1. One (1) of the members of the Union Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all collective bargaining meetings between the Town and the Union for the purpose of negotiating the terms of an agreement when such meetings take place during the time said member is scheduled to be on duty.

2. One (1) of the members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all time spent attending meetings between the Town and the Union for the purpose of processing grievances under

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the provisions of Article 5 of this Agreement when such meetings take place during the time which said member is scheduled to be on duty.

3. Upon acceptance by the Town of the provisions of Section 17D of Chapter 147 of the General Laws as amended, members of the Police Department shall be excused from duty as therein provided.

4. Two (2) of the members of the Union Executive Board shall be granted leave from duty to attend the annual MassCOP President's dinner without loss of pay or benefits.

ARTICLE 26. POLICE OFFICERS' BENEFITS

The Town shall pay the reasonable expenses not exceeding Fifteen Thousand Dollars (\$15,000.00) of the funeral and burial of any regular or permanent intermittent police officer, who while in the performance of the officer's duties is killed or sustains injuries which result in the officer's death. No payment shall be made under this Article 26 in the absence of adequate documentation that such expense has actually been incurred.

ARTICLE 27. NO STRIKE CLAUSE

1. In recognition of its obligations under the provisions of Section 178 (M) and 178 (N) of Chapter 763, Acts of 1965 of the General Laws, the Union hereby agrees and affirms that during the term of this Agreement, or any renewal or extension thereof, neither it or any of its agents will engage in, incite, or participate in, either directly or indirectly, any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services, concerted sick call-in or leave taking or intentional unauthorized absences, or any other unlawful interference with work.

2. The Union further agrees that should any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services, concerted sick call-in or leave taking, or intentional unauthorized absences or any other like or similar interference occur (regardless of the lack of Union connection with the activity), it shall put forward every reasonable effort to immediately have the activity terminated and work resume.

3. It is agreed that in the event of an alleged breach of Sections 1 and 2 hereof, the Town, acting through the Board of Selectmen, may seek redress through the Grievance Procedure of this Agreement; by filing action in any appropriate court; or by the exercise of any of its rights and powers or by combination of the above.

4. It is agreed that the Town will not seek monetary damages against the Union for violation of this Article as long as, in the judgment of the Town, acting through the Board of Selectmen, the Union fully complies and continues to comply with the provisions of Section 2 hereof.

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ARTICLE 28. BULLETIN BOARD

The Town shall provide a bulletin board within the police station to be used by the Union for posting of notices concerning Association business and activities.

ARTICLE 29. HEALTH AND SAFETY

The Health and Safety Committee of the Union shall meet periodically with the Chief of Police, and /or the Chief's designee, to discuss health, safety, and working conditions.

Such meetings shall be held not less than semi-annually, but may be held more often at the mutual convenience of the parties.

In the event of any dispute with the Chief concerning health and safety issues, the Union shall have the right to address their concerns to the Board of Selectmen. The decision of the Board of Selectmen is not subject to challenge.

ARTICLE 30. FIREARM FEE

The Town agrees to waive the license fee associated with the issuance of "License to Carry Firearms" and/or "Firearms Identification Cards" for police officers of the Town of Marblehead.

ARTICLE 31. FUNDING

Fiscal year 2019, of this Agreement is subject to funding and appropriation by the May 2018, Annual Town Meeting.

ARTICLE 32. EMPLOYEE ASSISTANCE

(a) Employees who admit to a drug and/or alcohol problem who seek hospitalization and who are unable to work out satisfactory arrangements with the Chief shall have the right to discuss the issue, in executive session, with the Board of Selectmen.

(b) Nothing contained herein shall affect whatever rights the Chief and/or Board of Selectmen may have in terms of discipline.

ARTICLE 33. UNION DUES DEDUCTION

The Town will deduct a Union member's dues as requested by such a Union member on a form approved by the Town and as may be permitted by state and federal law.

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The Union shall indemnify and save the Town harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of or by reason of any such Union dues deduction.

ARTICLE 34. DISPATCH

The Town has the right to have non-police personnel perform "police dispatch" duties. The Town may also assign police personnel to perform such duties as well as have police personnel perform non-police dispatch duties.

In the event the Selectmen were to vote to utilize civilian dispatchers, prior to implementation, it agrees to notify the Union, in writing, of its action and, upon request made by the Union, in writing, within five (5) days of such notification, meet with the Union to discuss the issue. The final decision and the implementation thereof, however, shall be up to the Selectmen and shall not be subject to challenge.

ARTICLE 35. MISCELLANEOUS

1. Vacation Schedule. The Town agrees that it will not change the vacation schedule (numbers that may be on vacation per shift) during the period 7/1/97 - 6/30/99.

The commitment terminates automatically on 6/30/99 and thereafter shall be of no force and effect. Nothing contained herein shall be deemed an admission by the Union. that the Town has the right to make a change from and after said date or by the Town that it does not have said right.

2. Physical Fitness. The parties agree to abide by state law with respect to physical fitness requirements for police officers. The Town and the Union recognize the importance of police officers being physically fit for duty and therefore the Town and the Union encourage the Town's police officers to be physically fit.

3. Premium Pay Relative to Pension/Retirement. Night shift differential pay, EMT pay and longevity pay shall be deemed regular compensation for pension and retirement purposes as provided by law.

4. Personnel File. Prior to the Chief of Police placing any comment or communication not of a positive nature in an employee's personnel file, the employee shall be notified in writing of same, and shall have the opportunity to respond and have the response placed in and made part of said employee's personnel file, provided, however, the provisions of this section are not intended to derogate from the rights of employees under other terms and provisions of this Agreement, which rights employees may exercise whether or not they respond to any such comment or communication.

5. Accreditation. The Union recognizes that the Town wishes to obtain state accreditation, and the Union agrees to cooperate with and assist the Town in this process

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of accreditation, subject to the bargaining obligations of the parties pursuant to MGL Chapter 150E and this Agreement. The Town shall be responsible for the costs of the accreditation, subject to the required appropriation and funding.

6. Non-Smoking Policy. Employees in the bargaining unit shall not be permitted to smoke in the Police Station or in Town vehicles or while on duty while in uniform in public view on or surrounding the station premises.

ARTICLE 36. M.G.L. CHAPTER 41, SECTION 111F, WORK ISSUE

- (a) Work During What Would Have Been the Employees Regularly Scheduled Hours (as of time of injury):

An employee on M.G.L. Chapter 41, Section 111F injured leave shall not work during what would have been the employees regularly scheduled hours (as of the time of injury) unless he/she receives the prior written approval of the Chief and the Town Administrator. The denial of such approval by the Chief and/or the Town Administrator is not challengeable.

- (b) Work at Any Time Outside What Would Have Been the Employees Regularly Scheduled Hours (as of the time of injury) Other Than Any Hours Previously Worked

An employee on M.G.L. Chapter 41, Section 111F injured leave shall not work at any time outside what would have been the employees regularly scheduled hours (as of the time of injury) other than any hours previously worked unless he/she receives the prior written approval of the Chief and the Town Administrator. The denial of such approval by the Chief and/or the Town Administrator is not challengeable.

- (c) Work During Hours Previously Worked Prior to the Injury Outside What Would Have Been the Employees Regularly Scheduled Hours (as of time of injury).

An employee on M.G.L. Chapter 41, Section 111F injured leave shall not work at any time during hours previously (prior to injury) worked outside what would have been the employees regularly scheduled hours if such work activity is medically inconsistent with his/her Chapter 41, Section 111F status. An employee who desires to continue to work during such time must obtain the prior written approval of the Chief and the Town Administrator. The denial of such approval shall be subject to the following standard of review:

Whether the Chief and/or the Town Administrator was arbitrary or capricious.

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ARTICLE 37. FIRST RESPONDER DUTIES AND RESPONSIBILITIES

A. First Responder Stipend

1. The Town shall pay the below listed annual stipend less requisite withholdings to eligible regular police officers for the performance of First Responder duties and responsibilities, subject to the terms and conditions hereinafter provided.
2. Generally, a First Responder is recognized as a person with specialized training, who is among the first to arrive and provide assistance at the scene of an emergency such as an accident, natural disaster, or crime in progress.
 - a. Effective July 1, 2021..... 2.0%

B. Eligibility

1. The police officer must be certified to perform First Responder duties and responsibilities and must participate in any refresher training provided by the Town.
 2. The police officer must submit appropriate documentation to the Chief, or the Chief's designee, showing the requisite training certifications.
 3. The police officer must be on active duty status at the time of the payment and during each week, for which payment is made, provided however, a paid absence of three (3) consecutive weeks or less shall not affect eligibility. A police officer on vacation shall be considered on "active duty status" for the purpose of this Article.
 4. The annual stipend shall be payable in weekly installments commencing the first pay period following fulfillment of the eligibility requirements provided herein, which stipend shall not be made part of or calculated in the police officer's base rate of pay.
 5. Police officer as used herein shall include all ranks.
 6. Police officers who successfully complete First Responder trainings shall be required to perform First Responder duties and responsibilities.
- C. The Chief of the Police Department has the right to require any and all police officers to take First Responder trainings during regular duty hours (including any refresher training) and, upon completion of such training, to be tested to become certified and/or recertified.

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- D. The Town shall not be required to call in or call back, at any time, a police officer to perform First Responder duties and responsibilities.

ARTICLE 38. PERSONAL LEAVE

Effective July 1, 2015, all regular full time non-probationary employees shall be entitled to two (2) personal days per calendar year to be utilized in no less than one (1) hour increments, nor more than eight (8) hour increments. In no event shall an employee receive or utilize more than sixteen (16) hours of personal leave in a calendar year, all of which shall be used in the calendar year the days/hours were granted and which cannot be accrued or carried over to a following year.

Personal leave shall be for personal, legal business, household or family matters which necessitate the employee's presence and cannot be scheduled other than during work hours. An employee will be permitted to use a personal leave day on the day before or the day after an employee's regularly scheduled day off from work. Except in emergency situations, personal leave days shall not be granted the scheduled work day before or after a holiday, vacation period, or other leave of absence.

Application for personal leave shall be made in writing to the Chief of Police as soon as possible, and except in the case of emergency, not less than seven (7) days in advance in order to assure adequate coverage. Except in the case of emergency, such application will not require the reasons for such personal leave.

All personal leave days are subject to final approval of the Chief of Police.

If a police officer is scheduled or required to work a Town recognized legal holiday and actually works said holiday, then in such event, such police officer may utilize one (1) of such police officer's personal days either the day before or after working the holiday.

A police officer may convert one of such officer's unused personal days to a sick leave day at the conclusion of the calendar year.

ARTICLE 39. SECTION 125 CAFETERIA PLAN

An employee may, at the employee's option, participate in the Town's Section 125 Cafeteria Plan/Flexible Account, provided however, there is no cost to the Town, and the Town is held harmless and indemnified by the employee and the Union from any and all liability with respect to said Plan.

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**ARTICLE 40. CELL PHONE AND/OR ELECTRONIC DEVICE
USAGE IN A VEHICLE**

This Cell Phone Usage in a Town Owned Vehicle Policy applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is Town-supplied or personally owned.

Except for cell phone use for police related matters which need to remain non-public and confidential, any employee while utilizing a Town owned vehicle is prohibited from using a cell phone or similar device while driving, whether the business conducted is personal or Town-related. This prohibition includes without limitation, receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose. **To safely use a cell phone or similar device, an employee is required to stop such employee's vehicle in a safe location.**

ARTICLE 41. FAMILY MEDICAL LEAVE ACT ("FMLA")

An employee who is absent from work as a result of a qualifying event/reason under the FMLA may within three (3) days of the beginning of such absence, at the employee's option have such absence/leave designated as FMLA leave. FMLA requires covered employers, such as the Town of Marblehead, to provide up to twelve (12) weeks of unpaid job protected leave to eligible employees upon the occurrence of the qualifying event.

**ARTICLE 42. POLICE CAREER INCENTIVE PAY
PROGRAM/EDUCATION INCENTIVE**

- A. The Town, having accepted M. G. L. c. 41, §108L, shall continue to make education incentive payments pursuant to this statute, notwithstanding any deficiency in reimbursement by the Commonwealth, provided however, the Commonwealth's Legislature has not eliminated M. G. L. c. 41, §108L. If M. G. L. c. 41, §108L is eliminated, then in such event all payments under M. G. L. c. 41, §108L and/or this Section A shall cease.
- B. Effective July 1, 2021, the Marblehead Police Career Incentive Pay Program shall be implemented as set forth below in Sections B (1), B (2), B (3), C and D.
 - 1. The below listed Police Officers shall receive payments under the Marblehead Career Incentive Program in the percentages, paid in weekly increments, consistent with the current practice utilized by the Town to make career incentive payments, as set forth below:

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OFFICER	Percentage*
Sean Brady	25.00%
Andrew Clark	25.00%
Michael Everett	20.00%
Brendan Finnegan	25.00%
Matthew Freeman	25.00%
Jonathan Lunt	20.00%
Adam Mastrangelo	20.00%
Jason McDonald	20.00%
David Ostrovitz	20.00%
Sean Sweeney	10.00%

* Percentage payments under this Section B (1) shall not be increased, notwithstanding a Police Officer's attainment of a higher degree than that held by such Police Officer on September 1, 2009.

- If the following Police Officers qualify to receive education incentive payments as set forth in M. G. L. c. 41, §108L, then in such event such Police Officers shall receive police incentive payments in the percentages, paid in weekly increments, as set forth below:

OFFICER	Percentage
Christopher Adkerson	10.00%
Jason Conrad	25.00%

- A police officer not receiving payments under Section A or Sections B(1) or B(2) above, shall be entitled to receive education payments as set forth below:

(a) Effective July 1, 2021:

- Associate's Degree.....\$5,000.00
- Bachelor's Degree.....\$9,000.00
- Masters, PhD, or Law Degree.....\$11,000.00

(b) Effective July 1, 2022:

- Associate's Degree..... \$5,500.00
- Bachelor's Degree..... \$10,000.00
- Masters, PhD, or Law Degree..... \$12,250.00

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(c) Effective July 1, 2023:

- 1. Associate's Degree..... \$6,000.00
- 2. Bachelor's Degree..... \$11,000.00
- 3. Masters, PhD, or Law Degree..... \$13,500.00

Degrees qualifying for incentive payment under this subsection (3) must be from a postsecondary educational institution with programs accredited by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education as a "reliable authority as to the quality of postsecondary education" within the meaning of the Higher Education Act of 1965, as amended ("HEA").

To be entitled to receive a stipend pursuant to this Section B3, an Officer shall provide documentation to establish the degree and the date it was awarded, and to verify that such Officer has performed four (4) hours of volunteer service in the community. The nature of such volunteer service shall be determined by the Chief, at the Chief's sole discretion.

ARTICLE 43. DIRECT DEPOSIT OF PAYROLL

Effective July 1, 2015, all employees in the Bargaining Unit shall be required to have each such employee's payroll directly deposited by the Town into the bank account of such employee's choosing.

ARTICLE 44. PARKING ENFORCEMENT

The Town shall have the right to hire seasonal civilian parking enforcement personnel to perform such duties and responsibilities during the months of June, July, August, and September, providing however, such parking enforcement personnel shall not be permitted to perform any other duties.

ARTICLE 45. BODY WORN CAMERAS

The Town and the Union agree that the utilization of body worn cameras by Marblehead Police Officers are a benefit to, and in the best of interest of the Town, the Department, its police officers, its citizens, and the community at large. In furtherance of this goal, the Town and the Union shall meet within ninety (90) days of the execution of this Agreement to discuss the terms and conditions with respect to the implementation of body worn cameras by Marblehead Police Officers.

ARTICLE 46. DURATION

This Agreement shall become effective July 1, 2021, except as otherwise provided herein, and shall expire on June 30, 2024. Negotiations for a successor agreement shall begin no later than twenty (20) days, but in no event earlier than November 1, 2023, after

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written notice by either party of its desire to commence negotiations for a successor agreement. The parties, upon receipt of such notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor agreement.

If negotiations for a new Agreement to be effective on the termination of this Agreement continue beyond the termination date, this Agreement shall continue in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the parties to this Agreement have caused their presence to be executed by their duly authorized representatives and their seals to be affixed hereto this _____ day of March 2022.

MASSACHUSETTS COALITION
OF POLICE, LOCAL 437

TOWN OF MARBLEHEAD

By: [Signature]
Daniel Gagnon, President

By: [Signature]
Jackie Belf-Becker, Chair

By: [Signature]
Theresa Gay

By: [Signature]
James E. Nye, Selectman

By: [Signature]
Jason Conrad

By: [Signature]
M.C. Moses Grader, Selectman

By: [Signature]
Michael Everett

By: [Signature]
Erin M. Noonan, Selectman

By: [Signature]
Brendan Finnegan

By: [Signature]
Alexa Singer, Selectman

By: [Signature]
Eric Osattin

By: [Signature]
Dennis King, Police Chief

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Andrew DiMare

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EXHIBIT A

UNIFORM ALLOWANCE FOR NEWLY APPOINTED PERMANENT
PATROL OFFICERS

- 4 Pr. pants w/extra pockets
- 4 S.S. Mil. Press shirts (Blue)
- 3 L.S. Mil. Press shirts (Blue)
- 1 L.S. Mil. Press shirts (White/Class A)
- 1 Pr. Police shoes (Black)
- 1 Pr. Police boots (Black)
- 1 Sam Brown Gun Belt outfit (plain finish);
(Security Holster, cuff case, baton/holder, keeper straps, 2 speed loaders with pouches)
- 1 Rechargeable flashlight (SL series)
- 1 8 Pt. Summer hat
- 1 8 Pt. Winter hat
- 1 Fur Winter Police hat
- 2 Black neckties
- 1 Garrison (pants) belt, black
- 1 Reversible raincoat
- 1 Pr. leggings
- 1 Reversible rain hat cover
- 1 Pr. rubber boots (black)
- 1 Pr. Winter gloves
- 1 Winter Cruiser jacket
- 1 Winter Beat jacket
- 1 Blousecoat (Class A); (Navy blue, 4 working front pockets, 55/45% Dacron/Wool
blend)
- 1 Reversible windbreaker
- 1 Liner vest w/pockets
- 1 Wooley Pully wool sweater (Navy blue)
- 1 Traffic Safety belt
- 1 Service revolver (Department provided)
- 2 Police badges (Department provided)
- 1 Police hat shield (Department provided)
- 1 Pr. Smith & Wesson handcuffs (Department provided)

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EXHIBIT B

RULES FOR ASSIGNMENT OF OVERTIME

1. All overtime will be assigned in accordance with these rules except in the case of emergency as determined by the Chief of Police or his designee.
2. Court, EMT and recertification time will not be included.
3. Full-time "general" assignment of overtime will be made in order of seniority and on a continuing rotating basis.
4. The general overtime assignment rosters will be posted in the Captain's office with an undated copy posted Monday through Friday either outside the Captain's office or on the Department bulletin board.

Three general assignment roster sheets will be maintained:

- a) Patrol Officer, except Inspector
- b) Sergeant
- c) Lieutenant

The Captain shall be assigned overtime at the discretion of the Chief of Police.

5. Permanent Intermittent Officers will be considered for overtime under Article 9, Sec. 4 of the Agreement only after the patrol officer list is exhausted, provided however, that nothing in these overtime rules shall prevent the Chief of Police, or the Chief's designee, from continuing to assign straight time work to Permanent Intermittent Officers at the Chief's discretion rather than assign overtime to Regular Officers. Further provided, however, that, in filling vacancies on a shift, the first vacancy shall be filled by a regular officer on overtime and the second may be filled with a Permanent Intermittent Officer on straight time, with the third filled by a regular officer on overtime, etc. In addition, Permanent Intermittent Officers shall not work on the 11:45 p.m. to 7:45 a.m. shift, except in accordance with present practice.
6. Overtime assignments will be made as follows:
 - a) The Chief of Police or his designee will make a reasonable attempt to notify the officer prior to the assignment.
 - b) Assignments of overtime shall first be made on a voluntary basis. In the event there are not sufficient numbers of qualified volunteers, overtime shall be made mandatory in the inverse order of seniority amongst the qualified employees. Where qualified employees include more than one

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rank, the most junior of those in the lower rank, as determined by time in that rank, shall be considered the employee with the lowest seniority. "Refusal" of overtime (did not accept, but sufficient numbers did accept) will result in loss of turn.

- c) SHORT NOTICE: Only one EMT remaining on a shift, otherwise the assignment of rules of Overtime MUST be followed.
7. Assignment sheets will reflect the following:
- a) Date and division assigned.
 - b) "R" - for refused assignment.
 - c) Left blank if: previously scheduled to work; in court; the working of said shift would be a department triple shift; the officer has called in sick for the shift involved provided it was his regularly scheduled shift;
 - d) Unavailability while on injured leave shall be counted as a refusal. Upon return from injured leave, however, the officer shall go to the top of the list for the next available overtime.
 - e) If the officer does not answer the phone in six (6) rings, or is otherwise unavailable for any reason, it shall be counted as a refusal.
 - f) If the officer is offered overtime, for a current shift, while said officer is ACTIVELY working a detail, then it shall not be counted as a refusal.
8. Officers on vacation will be assigned overtime only if they previously notified the Chief of Police or his designee that they desire overtime while on vacation. Officers on vacation who do not want overtime will get a refusal if and when their turn would otherwise come while on vacation.
9. Officers who do not want to be considered for overtime will notify the Chief of Police or the Chief's designee in writing and their names shall be removed from the assignment sheet (subject to 6(b) above).
10. Special assignment overtime (or equivalent time off) will be counted as general overtime, i.e. each eight (8) hour specialist overtime will be counted as one turn on the general assignment sheet, for the purpose of determining the specialists' eligibility for the "general" overtime.
11. It is understood that the overtime distribution system may be reviewed from time to time at the request of either Management or Union so that the distribution of assigned overtime may be accomplished as fairly as possible.

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12. A separate partial overtime list shall be maintained for assignments of less than eight (8) hours including, but not limited to, the boat overtime. After eight hours of accumulation, the time will be transferred to the regular list to determine the individual's eligibility for general overtime. This does not apply to Patrol Officers assigned to the Inspector's Office. A separate list shall be maintained for them and they shall not be included in the regular overtime list unless, after review, a significant inequity exists to their department.
13. Separate overtime lists will be maintained for certain specialists and overtime will be distributed in accordance with seniority on a continuing rotating basis within the specialty.
14. Officers assigned to special assignments who are ahead on the general overtime list will not be called in on general overtime until the overtime list is exhausted. However, specialist officers will be called in on general overtime after the general overtime list is exhausted and prior to offering Article 7, Section 4 overtime to Permanent Intermittent Officers.
15. If a special assignment officer, for example (motorcycle), is called in for that specialty, this counts as a turn. If he refuses, it counts as a refusal on the partial list. At eight (8) hour accumulations, refusals will be transferred to the general overtime list.
16. There shall be no overtime swaps unless prior approval is received from the Chief of Police or the Chief's designee in writing at least 12 hours prior to the request.

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**EXHIBIT C
POLICE SALARY SCHEDULE**

Effective 7/1/2021-6/30/2022

GROUP	TITLE	Step 1	Step 2	Step 3	Step 4	10+ years	15+ years	20+ years
						**Step 5	**Step 6	**Step 7
02	PATROLMAN	\$1,055.45	\$1,097.66	\$1,141.57	\$1,187.23	\$1,228.7820	\$1,271.79	\$1,322.6610
		\$27.4142	\$28.5107	\$29.6513	\$30.8371	\$31.9164	\$33.0335	\$34.3548
04	SERGEANT	\$1,224.3162	\$1,273.2888	\$1,324.2256	\$1,377.1856	\$1,425.3871	\$1,475.2757	\$1,534.2867
		\$31.80	\$33.07	\$34.40	\$35.77	\$37.02	\$38.32	\$39.85
06	LIEUTENANT	\$1,420.21	\$1,477.02	\$1,536.10	\$1,597.54	\$1,653.45	\$1,711.32	\$1,779.77
		\$36.8885	\$38.3640	\$39.8987	\$41.4944	\$42.9467	\$44.4499	\$46.2279
08	CAPTAIN	\$1,647.4399	\$1,713.3375	\$1,781.8780	\$1,853.1410	\$1,918.0009	\$1,985.1310	\$2,064.5362
		\$42.79	\$44.50	\$46.28	\$48.13	\$49.82	\$51.56	\$53.62

FY 2023 POLICE PAY SCALE (with MOU Differentials)

Effective 7/1/2022-6/30/2023

GROUP	TITLE	Step 1	Step 2	Step 3	Step 4	10+ years	15+ years	20+ years
						**Step 5	**Step 6	**Step 7
02	PATROLMAN	\$1,076.55	\$1,119.62	\$1,164.41	\$1,210.97	\$1,253.36	\$1,297.23	\$1,349.11
		\$27.9624	\$29.0809	\$30.2443	\$31.4539	\$32.5547	\$33.6942	\$35.0419
04	SERGEANT	\$1,248.8025	\$1,298.7546	\$1,350.7101	\$1,404.7294	\$1,453.8949	\$1,504.7812	\$1,564.9724
		\$32.44	\$33.73	\$35.08	\$36.49	\$37.76	\$39.09	\$40.65
06	LIEUTENANT	\$1,448.61	\$1,506.56	\$1,566.82	\$1,629.49	\$1,686.52	\$1,745.55	\$1,815.37
		\$37.6263	\$39.1313	\$40.6967	\$42.3243	\$43.8057	\$45.3389	\$47.1524
08	CAPTAIN	\$1,680.3887	\$1,747.6042	\$1,817.5155	\$1,890.2038	\$1,956.3610	\$2,024.8336	\$2,105.8269
		\$43.65	\$45.39	\$47.21	\$49.10	\$50.81	\$52.59	\$54.70

FY 2024 POLICE PAY SCALE (with MOU Differentials)

Effective 7/1/2023-6/30/2024

GROUP	TITLE	Step 1	Step 2	Step 3	Step 4	10+ years	15+ years	20+ years
						**Step 5	**Step 6	**Step 7
02	PATROLMAN	\$1,098.08	\$1,142.01	\$1,187.69	\$1,235.19	\$1,278.42	\$1,323.17	\$1,376.10
		\$28.5217	\$29.6626	\$30.8492	\$32.0829	\$33.2058	\$34.3680	\$35.7428
04	SERGEANT	\$1,273.7786	\$1,324.7297	\$1,377.7243	\$1,432.8239	\$1,482.9728	\$1,534.8768	\$1,596.2719
		\$33.09	\$34.41	\$35.79	\$37.22	\$38.52	\$39.87	\$41.46
06	LIEUTENANT	\$1,477.58	\$1,536.69	\$1,598.16	\$1,662.08	\$1,720.25	\$1,780.46	\$1,851.68
		\$38.3788	\$39.9139	\$41.5107	\$43.1708	\$44.6818	\$46.2456	\$48.0955
08	CAPTAIN	\$1,713.9964	\$1,782.5563	\$1,853.8658	\$1,928.0079	\$1,995.4882	\$2,065.3303	\$2,147.9435
		\$44.52	\$46.30	\$48.15	\$50.08	\$51.83	\$53.64	\$55.79

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