

**AGREEMENT BETWEEN THE
TOWN OF DANVERS
AND
DANVERS POLICE BENEVOLENT ASSOCIATION**

FY 2018 (07/01/2017 – 06/30/2018)

FY 2019 (07/01/2018 – 06/30/2019)

FY 2020 (07/01/2019 – 06/30/2020)

FY 2018 - 2020

This Agreement, entered into by the Town of Danvers (“Town” or “Employer”) and the Danvers Police Benevolent Association (“Association”), has as its purpose the promotion of harmonious relations between the Employer 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 condition of employment.

ARTICLE 1 Recognition

The Town recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all regular employees in the Police Department, excluding the Chief of Police, Captain of Police, Reserve Officers, civilians, managerial and/or confidential employees as defined in M.G.L. Chapter 150E.

The Town will 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 Association or changing any condition contained in the Agreement.

ARTICLE 2 Management Rights

Except as otherwise and specifically provided in this Agreement, the Association recognizes and agrees that the supervision, management and control of the Town’s business, operations, working force and facilities are exclusively vested in the management of the Town; without limiting the generality of the foregoing, the Association agrees that the right to plan, direct and control the Town’s business, operations and working force; to hire, promote, transfer and lay-off employees; and lawfully and for just and proper cause, to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks, classifications, and standards or performance for employees is vested exclusively in the management of the Town. The foregoing shall not be taken, however, as a limitation upon the right of the Association to represent the employees covered hereby in the grievance procedure provided in this Agreement. Nothing in this Agreement shall contravene any the provisions of Chapter 31 of the General Laws.

ARTICLE 3 Dues

Employees who are members of the Association shall tender monthly membership dues by signing an authorization of dues form, mutually satisfactory to the Town and the Association. During the life of this Agreement and in accordance with the terms of such form of authorization, the Town agrees to deduct Association membership dues from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Association along with a list of employees who have said dues deducted. The Town shall make every effort to make such remittance by the 10th day of the succeeding month. Dues may be revoked by a 60-day written notification by the employee to the Town.

ARTICLE 4 Discrimination and Coercion

There shall be no discrimination by the Town against any employee because of his activity of membership in the Association. The Town further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

The Association, its officers or members, shall not intimidate or coerce employees in exercising their legal right to join or refrain from joining an employee organization.

ARTICLE 5 Grievance Procedures

Any grievance which may arise between the parties including a complaint of one or more employees or the Association which may arise concerning wages, salaries, hours and other conditions of employment covered by the terms of this Agreement, shall be settled in the following manner, provided, however, a grievance involving disciplinary action shall be started at Step 3, except as hereinafter in Step 4 provided.

STEP 1

The aggrieved employee, with or without his Association representative, or the Association may submit the grievance, in writing, within twenty-one (21) days after knowledge or reason to know of the occurrence giving rise to the grievance, to the Captain of Police. The Captain of Police will meet with the aggrieved employee and/or an Association representative, and will respond in writing within five (5) days of the date of receipt of the grievance. The parties shall exert all efforts to settle the grievance at this Step. Failure to respond within the time limit shall be understood to be a denial of the grievance and the grievance may be taken to the next Step.

STEP 2

If the grievance is not settled, it shall be presented in writing to the Chief of Police within ten (10) days after the Captain's answer is received or within ten (10) days after the Captain's answer is due if no response is received. The Chief of Police shall meet with the grievant and/or the Association representative within ten (10) days after receipt of the grievance, and shall respond in writing to the grievant and the Association President within ten (10) days thereafter.

The Chief may utilize his discretion to determine the scope of the meeting at this level. Failure to respond within the time limit shall be understood to be a denial of the grievance and the grievance may be taken to the next Step.

A grievance affecting a large number of employees may, at the option of the Association, be filed at Step 2 of the grievance procedure.

STEP 3

If the grievance still remains unsettled or if no timely response has been received, the documents for Step 3 shall be turned over to the Town Manager within ten (10) days after the response of the Chief is received or within ten (10) days after the Chief's answer is due if no response is received. The Town Manager or his designee shall meet with the employee, the Association Grievance Committee (of whom not more than two (2) members shall be on duty), necessary witnesses, the Chief of Police and any other designated Town Officials or agents, within twenty-eight (28) days after receipt of the documents. At the hearing, evidence shall be presented on all material facts relating to the grievance. The Town Manager shall answer the grievance within twenty-eight (28) days after the meeting. Failure to respond within the time limit shall be understood to be a denial of the grievance and the grievance may be taken to the next Step.

The word "respond" shall mean to make a meaningful reply rather than to make a definite decision. It is also agreed that the words "failure to respond" shall apply when no response has been tendered within the specified time limit.

STEP 4

Any grievance which remains unsettled at Step 3 may be submitted to arbitration by the Association and only by the Association, except as hereinafter provided by a letter to such effect mailed, postage prepaid, or delivered in hand, to the Town Manager within thirty (30) days after the answer of the Town Manager is received or due.

Any dispute involving Town Manager action under Chapter 31, relative to demotion, removal, suspension (including a suspension of five (5) or less days appealed to the Town Manager), termination, dismissal or punishment duty (including punishment duty of five (5) or less days appealed to the Town Manager), may be a subject of grievance and arbitration under the terms of this Agreement with the option of an employee to proceed to Step 4 of the grievance procedure, or may be processed respectively before a Retirement Board and/or the Civil Service Commission; provided, however, that an employee may not pursue both statutory and arbitration remedies in terms of the same dispute, and provided further, that a suspension or punishment duty of five (5) or less days by the Chief of Police shall first be appealed to the Town Manager. Except as mutually agreed between the parties, a unit employee shall not have his/her assigned shift changed and be forced to work a different shift as a form of disciplinary action. The parties agree that the preceding sentence does not modify the Town's inherent rights to change employee(s) shift. The parties agree that this does not modify the Town's inherent rights to handle disciplinary matters and to discipline employees. If an employee

elects arbitration within the time limit specified above, any action previously taken by the Town pursuant to Chapter 31 or Chapter 32 may be considered the equivalent of a Step 3 determination; and his/her election in writing received by the Town Manager's office will constitute the grievance hereunder.

The parties may mutually select an arbitrator within ten (10) days after the submission to arbitration. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide an arbitrator in accordance with its labor arbitration rules.

The award of an arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of the Agreement.

The expense for the arbitrator's services shall be borne equally by the Town and the Association. However, each party shall be responsible for compensating its own representatives and witnesses; provided, however, two (2) members of the Association's Grievance Committee and the employee(s) involved in the grievance shall be excused without loss of pay or benefits if working during any arbitration hearing.

ARTICLE 6 Hours of Work

The work schedule shall consist of the 4-2-1 method of scheduling as approved by the Chief of Police. The workday shall consist of eight (8) hour shifts, the first shift being the "day" shift, so-called. Effective January 1, 2018 the first shift of each day shall begin at midnight.

An employee assigned by the Chief of Police to a staff position or to the traffic bureau may be required to work a five (5) day week, of eight (8) hours each, Monday through Friday, with Saturday and Sunday off weekly. In such event, such employee so assigned shall receive the same number of regular days off annually as will employees working the standard 4-2-1-work schedule. These additional regular days off shall be taken on holidays falling during weekdays and on other weekdays and shall be scheduled by the Chief of Police.

ARTICLE 7 Overtime

Section 1

Each employee covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one day or in excess of his regularly scheduled work week. The same rate of overtime shall be paid to the employee when not on duty for time spent in any District Court, in the Superior Court or at any hearing conducted by the Registry of Motor Vehicles. Effective on execution of this Agreement, excepting the Peabody District Court and all the courts in Salem (including Superior, District,

Probate and Juvenile), an employee shall be guaranteed four (4) hours of court time pay at time and one-half. The three (3) hour minimum guarantee shall continue to be effective for all the Salem courts and the Peabody District Court. The employee shall report the employee's actual hours worked to the Police Department (when recalled for any minimum guarantee recall) and shall have such work hours actually worked duly recorded at the Police Department. Except for specialists premium, no differential, wage/stipend or premium rate of pay of any nature shall be included in the determination of an employee's overtime rates.

The department will establish the following notification procedure: Effective thirty (30) days after execution of this Agreement, if any employee is so scheduled, when not on duty, to be at the District Court or at the Superior Court, the employee is obligated to contact, at 5:00 PM, the night before he/she is so scheduled in court, the department office or officer designated to determine if he/she is required to attend court the following day. If the employee is not informed by the department office or officer that the employee is not required to attend, then the employee shall attend. If the employee is not so informed that the court assignment has been continued but is later notified of a continuation, the employee shall be entitled to the minimum guarantee of three (3) hours overtime compensation. The Town's sole obligation is confined to notifying the department of a continuation at 5:00 PM (or before) on the day before the scheduled court date. An employee's (employee's covered by this Agreement) failure to notify the court-scheduled employee of a continuation (which continuation notice was received prior to 5:00 PM on the date proceeding (or before) the scheduled court date shall not obligate the Town to pay the guaranteed minimum, provided the employee was obligated to provide such notice.

Section 2

Overtime on any shift shall be assigned to the rank and classification to be replaced, i.e. patrolman for patrolman, sergeant for sergeant, etc. An officer hired to replace a man of higher rank shall receive the bottom step rate of pay for the rank in which he worked, but in no case shall an employee receive less than his standard rate of pay.

Nothing in these sections will be deemed or construed to limit the management rights of the Town as set forth in Article 2 hereof, nor require the Chief of Police or his authorized designee, to assign overtime or fill any absence or vacancy. Should the Chief of Police or his authorized designee exercise such exclusive jurisdiction and expressly assign overtime or fill any absence or vacancy, then replacement, if available, shall be made on a rank for rank basis. If a replacement of such rank is not available, then the compensation of the lower rank employee hired to fill, shall be the bottom step rate of pay for the rank he was required to work.

ARTICLE 8 Night Differential

Employees on regular night duty, excluding those officers receiving overtime or those officers performing call-back duty as a specialist, shall receive a night differential equal to nine percent (9%) of their regular weekly base salary. Effective on execution of this Agreement, night shift

differential shall be paid to employees for all accrued vacation to which the employee is eligible, and accrues, including vacation time accrued to the employee because of the employee's reduced annual sick leave benefit. The night shift differential shall be paid for all such vacation day(s).

Night duty is defined as work performed on the second shift or third shift of any assigned shift falling anywhere within the hours of the second and third shifts as announced by the Chief of Police of the Department. Effective January 1, 2018 night duty will be defined as work performed on the first or third shift of any assigned shift falling anywhere within the hours of the first or third shift as announced by the Chief of Police of the Department. Said change reflects that the effective date of the midnight shift will be the first shift.

Night differential shall be included in base annual salary for the purpose of computing injured pay, but shall not be so included for the purpose of computing sick pay, overtime or court time pay, holiday pay, or pay for other compensable leave provided, however, employees shall receive night differential compensation if prevented from fully working their shift because of sickness. Night differential shall be deemed and is regular compensation for pension/retirement purposes.

Effective upon execution, the employees shall receive his/her applicable night shift differential premium during bereavement leave.

Effective FY2009: Calculate night differential on 4 additional days (3 personal days and day after Thanksgiving).

ARTICLE 9 Association Representatives

A written list of Association Representatives shall be furnished to the Employer no later than June 15th of each year, and the Association shall notify the Employer promptly, in writing, of any changes. Only one (1) representative shall be granted reasonable time off during working hours, after arrangement with the immediate supervisor, to investigate and settle grievances and he shall be available for assignment when deemed necessary by the department.

ARTICLE 10 Holidays

The following eleven (11) days shall be considered to be paid holidays:

- | | | |
|----------------|----------------------------|-----------------------|
| New Year's Day | Martin Luther King Jr. Day | Washington's Birthday |
| Patriot's Day | Memorial Day | Independence Day |
| Labor Day | Columbus Day | Veteran's Day |
| Thanksgiving | Christmas | |

Holiday pay for each of the eleven (11) holidays shall be computed on the basis of one-fifth of the employee's regular weekly compensation unless the employee actually works the holiday,

in which case holiday pay shall be computed on the basis of one-quarter of the employee's regular weekly compensation, or, unless the employee actually works his last regularly scheduled workday before and his first regularly scheduled workday after the holiday, in which case holiday pay shall be computed on the basis of three-tenths of an employee's regular weekly compensation. An employee may be allowed equal time off at the discretion of the Chief of Police, in accordance with present practice, in lieu of compensation for a holiday, one day for one day, or, equal time off at the discretion of the Chief of Police, in lieu of compensation for such holiday worked at the three-tenths basis aforesated, one and one-half days for one holiday.

If a paid holiday occurs within an employee's vacation period, the day of the holiday shall not be charged against accrued vacation, and he shall be paid for the holiday, or he may be allowed equal time off at the discretion of the Chief of Police, as aforesated or, if applicable, equal time off at the discretion of the Chief of Police, in lieu, of compensation for such holiday worked at the three-tenths basis aforesated, one and one-half days for one holiday.

Effective on execution of this Agreement, any employee actually regularly scheduled (non-overtime, etc.) to work a Fourth of July, Thanksgiving, and or Christmas holiday(s) shift(s) and who actually works the full holiday shift, shall be paid two (2) times the employee's regular hourly rate of pay for each full hour so worked.

There shall be one non-scheduled workday per year. The time when such day shall be taken by the employee will be determined by the Chief of Police.

ARTICLE 11 Leaves Pertaining to Vacation, Sick Time & Emergencies

Inherent in the Agreement shall be the Town of Danvers personnel policy with reference to leaves of all kinds and is intended to include the following:

Section 1 Vacations

To be credited and taken in the calendar year in which the anniversary occurs:

After first 30 weeks prior to July 1	10 work days
After 5 years prior to January 1	15 work days
After 10 years prior to January 1	20 work days
After 15 years prior to January 1	21 work days
After 16 years prior to January 1	22 work days
After 17 years prior to January 1	23 work days
After 18 years prior to January 1	24 work days
After 19 years prior to January 1	25 work days

The current system as to the scheduling of vacations shall be maintained including the requirement that posting for the summer 2 week vacation period shall be May 1 and further, consistent with Article 11, Section 6, that during the summer vacation period of June through August no more than one officer and five patrolmen shall be allowed to be on vacation at the same time, except with the approval of the Chief.

Effective upon execution of this Agreement, employees hired on such date or thereafter shall be entitled to the following vacation benefits, up to a maximum of (20) work days. Vacations to be credited and taken in the calendar year in which the anniversary occurs:

After first 30 weeks prior to July 1	10 work days
After 5 years prior to January 1	15 work days
After 6 years prior to January 1	16 work days
After 7 years prior to January 1	17 work days
After 8 years prior to January 1	18 work days
After 9 years prior to January 1	19 work days
After 10 years prior to January 1	20 work days

Subject of time off scheduling rules, the Chief of Police or designee may, in his discretion, allow an employee or employees to take more than two (2) weeks of vacation during the summer vacation period, provided however, that an employee is not required to take up two (2) weeks of his vacation during the summer vacation period, but may elect to take a week during the summer period and the remainder of his vacation outside of the summer period, or he may elect to take all of his vacation outside of the summer period, subject to the current system as to the scheduling of vacation aforesaid.

An employee with the approval of the Chief of Police may take vacation or vacation accumulated day time off in less than one day periods. When less than 24 hours prior notice is given, an employee may take single day vacation or single accumulated day time off with the approval of the Chief, which approval shall not be unreasonably withheld.

Effective January 1, 1996, and thereafter, an employee, with the agreement of the Chief, who utilizes three (3) or less sick leave days in the preceding calendar year shall be entitled to two (2) additional vacation days in calendar 1996, subject to the provisions of Article 11, Section 1.

Effective January 1, 1996, and thereafter, an employee with the approval of the Chief, who has accrued one hundred and seventy-five (175) sick leave days at the commencement of such preceding calendar year and who utilizes zero sick leave days in such preceding calendar year shall be entitled, in calendar 1996, to one such additional vacation day. The Chief's approval shall not be unreasonably withheld. No employee shall be eligible or entitled to more than three (3) additional vacation days in a calendar year.

All employee(s) covered by the terms of this Agreement hired after November 13, 1995, shall be entitled to a fifth week of vacation, provided he/she satisfies the following sick leave utilization:

An employee who has worked as a police officer for the Town of Danvers for twenty (20) consecutive years shall be entitled to a fifth (5th) week of vacation, provided he/she has not utilized more than three (3) sick leave days or incidents in the preceding calendar year. The employee shall only be entitled to the fifth week of vacation if he/she will not be paid for more than fifty-two (52) weeks in the vacation year. In computing sick leave used during such period, the employee's:

(a) Actual hospitalization for three (3) or more consecutive scheduled work days, or

(b) The employee's confinement to his/her home as required by the physician immediately following on out-patient surgical procedure and documented sick leave days in excess of five (5) consecutive scheduled work days, shall be treated as a single incident (i.e., one (1) sick leave day absence).

Effective on execution, and commencing January, 2001, an employee will be entitled to carry over five (5) vacation days into the next calendar year, which vacation time must be used in the next calendar year within the first six (6) month period from January 1st to June 30th. Consistent with, and subject to, the provisions and terms of this Agreement in any one 24-hour period, up to five (5) Patrolmen and one (1) sergeant shall be entitled to take off (including, but not limited to, vacation) as provided therein, with a second sergeant so eligible if on overtime is required because of his/her time off from duty, as provided therein. All such vacation time must be approved in advance by the Chief of Police or the Executive Officer or designee; subject to the Chief of Police or the Executive Officer on or before December 15th of a given year (but not before November 15th).

An employee who is unable, because of emergency work or because of extraordinary workload needs assigned by the Chief or Executive Officer or their authorized designee to take up to five (5) vacation days before the end of the calendar year may carry over up to five (5) additional vacation days.

The Chief of Police or the Executive Officer or their authorized designee's approval shall not be unnecessarily withheld as provided above.

The Chief may have to modify an employee's schedule or pay overtime or provide compensatory time-off to satisfy the entitlement of certain employee(s) whose schedule is extraordinary, e.g., the schedule of the 1AM-9AM Sergeant. The Chief's approval, or designee, shall not be unreasonable withheld.

Section 2 Sick Leave / Bank / Incentives

A - Sick Leave

Each employee shall accrue three (3) sick leave days which shall be credited on January 1 of each year and shall accrue one (1) sick leave day for each succeeding full month of employment during each year, for a total of fifteen (15) sick leave days in each calendar year. Sick leave shall accumulate until a maximum of two hundred and fifty (250) cumulative days are reached. Employees hired after January 1, 1987 shall accumulate sick leave until a maximum of 175 days are reached.

An employee with 20 or more years of service, who has exhausted his accumulated sick leave, shall be entitled to such additional sick leave, not to exceed sixty (60) days, as shall be necessary to cover his confinement period in a hospital or nursing home. During such period, the employee shall continue to accrue sick leave as above set forth, which accrual shall be used during such confinement period, following which the unused balance of said 60 day entitlement shall be available for use during the continuance of such confinement period.

An employee with 10 or more years of service, who has exhausted his accumulated sick leave, shall be entitled to such additional sick leave, not to exceed 30 days, as shall be necessary to cover his confinement period in a hospital or nursing home. During such period, the employee shall continue to accrue sick leave as above set forth, which accrual shall be used during such confinement period, following which the unused balance of said 30 days entitlement shall be available for use during the continuance of such confinement period.

Any employee of the Town of Danvers that is eligible for sick time may use such sick time when the employee or the employee's child, step children, spouse, domestic partner, parent, or parent of spouse is sick, has a medical appointment, or has to address the effects of domestic violence. Sick time cannot be used as an excuse to be late for work without advanced notice of proper use. It is the expectation that employees must notify their managers or supervisors before they use sick time, except in an emergency. If any employee is out of work for three (3) consecutive days or uses sick time within two (2) weeks prior to leaving a job with the Town of Danvers, we reserve the right to require documentation from a medical provider.

B - Limited Sick Leave Bank

The following "limited" sick leave bank was established on January 1, 1987 and shall be administered by the Town. The Town shall contribute each calendar year one (1) sick leave day to the bank for each employee in the bargaining unit as of January 1st, until a maximum accumulation of two hundred fifty (250) is reached. The Town shall not be required to contribute sick leave days to the bank once the maximum accumulation of 250 days is reached, unless said maximum accumulation has been reduced below 175 days by employees' draw on said bank in the preceding calendar year.

While the Limited Sick Leave Bank accumulation so exceeds one hundred seventy five (175) days, Section 2B above shall be amended to reflect that employees shall accrue, on a calendar year basis, one and one-quarter (1 ¼) sick leave days for each full month of employment. The Town's obligation to contribute during such period and the employee's reduction in sick leave benefit for a calendar year shall be suspended during such period. Should the Limited Sick Leave Bank accumulation so drip below one hundred seventy five (175) days, Section 2A above shall again be operative so that the employee(s) receive the fourteen (14) days of sick leave annually, as provided in Section 2A, and the Town shall contribute a sick leave day for each employee who has so reduced his/her annual sick leave benefit to fourteen (14) sick leave days per calendar year, until the maximum of two hundred fifty (250) days is reached again, wherefore the prior language will again be operative. If an employee has exhausted his accumulated sick leave, as well as any additional sick leave provided for hospital and nursing home confinement, as set forth in paragraph A, then he shall be entitled to draw sick leave from the bank if he has one of the following illnesses, diseases, or medical problems: cancer, disabling paralysis caused by brain or spinal tumors, polio, or multiple sclerosis, Addison's disease, coronary or cerebral thrombosis (including heart-by-pass operations), cystic fibrosis, disabling limb amputations or arthritis, chronic tuberculosis, chronic congestive heart failure or rheumatic fever, organ transplant, stomach ulcer or kidney problems requiring surgery or dialysis, and major fractures of the pelvis, spine, neck or skull.

C – Sick Leave Annual Incentive

Unit members with 20 or more years of service shall be entitled to participate at retirement (or their estate upon their death) in the following sick leave program:

- (a) Each such employee's sick leave record for the 10 year period 1976-1985 shall be reviewed. For each said calendar years during which such employee used five (5) or less sick leave days, he shall receive on retirement (or his estate upon his death prior thereto), the sum of \$200.00, but not more than \$2,000.00 in the aggregate. In computing sick leave used during such period said employee's hospitalization, confinement to his home immediately following hospitalization for 3 or more scheduled work days, and documented sick leave in excess of five (5) consecutive work days shall be excluded.
- (b) Each such employee's sick leave record for the 10 year period 1966-1975 shall be reviewed. For each of said calendar years, during which such employee used five (5) or less sick leave days, he shall receive on retirement (or his estate upon his death prior thereto), the sum of \$150.00, but not more than \$1,500.00 in the aggregate, but each such employee shall be guaranteed not less than \$1,000.00 for such period, notwithstanding his sick leave use. In computing sick leave during such period, such employee's hospitalization, confinement to his home immediately following hospitalization for 3 or more scheduled work days, and documented sick leave in excess of five (5) consecutive work days shall be excluded.

D - Deferred Compensation

In an effort to reduce the level of sick leave utilization and to reward conscientious employees, an employee who, in each preceding twelve month period November 1 - October 31 (commencing November 1, 1988), uses less than five (5) sick leave days during each period, shall have the option of having the Town contribute annually to the Town's Deferred Compensation Plan, the following applicable moneys (effective July 1, 2002, the sick leave annual incentive steps compensation shall be increased by \$25.00):

Sick Days Used	Annual Compensation
0 But less than 1	\$550.00
1 But less than 2	\$475.00
2 But less than 3	\$425.00
3 But less than 4	\$350.00
4 But less than 5	\$325.00

In computing sick leave during such period, such employee's hospitalization for 3 or more scheduled work days or confinement to his/her home as required by the physician following an out-patient surgical procedure and documented sick leave in excess of five (5) work days shall be excluded. If an employee exercises such option for Deferred Compensation Plan, the Town shall contribute to said Plan the appropriate sum in the second payroll week of December of each year, in the name of and to the account of each said employee. If the employee exercises such option, his sick leave accumulation shall be reduced by three (3) days.

Each employee for whom the Town has made such contribution(s) shall be eligible to withdraw same upon his retirement or resignation (or his estate upon his death), or at any other time, pursuant to and in accordance with the provisions of said Plan and of applicable Federal and State Law.

Section 3 Funeral Leave

Each employee shall be entitled, in connection with a death in the immediate family, three paid (3) bereavement days, plus one (1) additional paid day if unusual travel conditions exist. Immediate family includes, spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, step-parents, step-children, or a person residing within the employee's household at the time of the death.

Each employee shall be entitled, in connection with a death of other relatives, one (1) paid bereavement day. Other relatives include, siblings-in-law, aunt, uncle, niece, nephew, spouse's grandparents, or foster children living with the employee at the time of death. Bereavement days are not to be charged against an employee's accumulated sick, vacation or personal time.

Section 4 Personal Leave

Effective January 1, 1996, employees shall be entitled to three (3) full personal days to be taken of at the discretion of the employee after reasonable notice, with the approval of the Chief of Police or if no other employee or reserve police officer is required to be recalled to work as replacement. Such leave shall not be charged against accumulated sick leave.

Section 5 Accumulated Time Use / Payment

Accumulated time is the amount of overtime worked in a work week and accumulated to be taken as time off or as pay.

Effective July 1, 1989, employees may each accumulated not more than 75 hours of compensatory time off, on a time and one-half basis (or 112.50 straight time hours), at any one time during each fiscal year. Each 75 hour said accumulation shall be utilized by employees by the end of June in each fiscal year. If an employee does not utilize such time by June 30 of each fiscal year, he shall be paid, at his overtime rate of pay, for all such time/hours on the second payday in July of the following fiscal year. The provisions of this paragraph shall permit employees to accumulate and use not more than 75 said hours at any one time, as aforesaid, and to re-accumulate, from time to time, not more than 75 said hours, subject to the requirement that all such hours be utilized by June 30 of each fiscal year, and if not, be paid for. Notwithstanding the above, an employee may take overtime pay when earned.

An employee shall not be allowed, consistent with department practice, to work in excess of sixteen hours in any one 24 hour period, including any combinations of regular work shift scheduling, overtime shifts, details or other work, except as assigned or authorized by the Chief of his designee.

An employee shall not be allowed, in any one 24 hour period (commencing 9AM), to work more than 93.5 hours of regularly scheduled work, overtime or paid details, in the aggregate, on a weekly basis, averaged monthly (i.e.: if an employee is on vacation, he may work 93.5 hours of paid details and/or overtime, on a weekly basis, so averaged. If an employee does not work at all during one week, he may work more than 93.5 hours during other weeks, but not more than 93.5 hours per week averaged on a monthly basis), except as assigned or authorized by the Chief or his designee.

Section 6 Time Off Rule

Accumulated time off including but not limited to vacation, accumulated time, holidays, and personal time:

Effective July 1, 1989, in any one 24-hour period (commencing at 9AM), up to five (5) patrolmen and one (1) sergeant shall be entitled to take time off (ADO), including but not limited to

Effective July 1, 2005, each employee shall be paid an additional one-time lump sum in the amount of \$125.00 for his/her cleaning allowance.

Effective upon execution, the employees shall request his/her cleaning allowance monies no later than October 31 of the Fiscal Year.

Effective 6/30/2009, convert to a percentage based upon P.O. Step 7. (0.2214 of Step 7)

ARTICLE 13 Health and Welfare

Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the Association will be fully informed of any negotiations dealing with coverage that affects its members, and may make inquiries and advise the Employer of desires of the employees.

The Town life insurance coverage benefit for unit employees is \$5,000.00.

Effective on execution of this Agreement, an employee who has signed up with a Town-approved health club and who pays his/her full cost of such program, with proof thereof, shall, upon application, be reimbursed up to \$150.00 of such costs paid, but such reimbursement shall not cause Town monies to be expended in excess of the total health club costs.

Should the Town Insurance Health Program Fitness Reward Program (Blue Cross/Blue Shield) or any successor health like fitness reward program currently in existence, which an employee may use toward membership in a health club, be eliminated, then the Town agrees that it shall continue to pay the employee, for such purposes, with proof of enrollment in an approved Town monies to be expended in excess of the total health club costs.

ARTICLE 14 Pay Table

Section 1

See page 34 for pay tables for FY 2018, 2019, and 2020.

FY 2018: Effective 7/1/2017, a two and one-half percent (2.5%) wage increase shall be applied across the board.

FY 2019: Effective 7/1/2018, a two and one-half percent (2.5%) wage increase shall be applied across the board.

FY 2020: Effective 7/1/2019, a two and one-quarter percent (2.25%) wage increase shall be applied across the board.

Effective on execution, the Town shall continue to reimburse the employee for the cost the employee must pay the state for the officer's license to carry his/her firearm.

Section 2 Detective Standby

Effective July 1, 2007, detectives regularly scheduled on standby shall receive a stipend of \$135.00 per month (\$1,620.00 for 12 months). If a detective regularly scheduled on standby is called in for duty as a detective after his/her regular shift has ended, and after he/she has left work, he/she shall receive a minimum guarantee of four (4) hours pay for such call-in (call-back) at the rate of time and one-half his/her regular rate of pay. The detective standby compensation shall be deemed, and is, regular compensation for pension / retirement purposes.

Section 3 Rank Differential

Effective July 1, 1989, the rank differential shall be increased from sixteen percent (16%) to sixteen and one half percent (16.5%). Effective July 1, 1990, the rank differential shall be further increased to seventeen percent (17%). Effective January 1, 1991, the rank differential shall be further increased to eighteen percent (18%).

ARTICLE 15 Miscellaneous Provisions

Section 1 – Bulletin Board

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to the Agreement may use the bulletin board for notices of routine nature.

Section 2 – Private Details

Effective November 20, 2005, the regular detail rate for all employees shall be \$42.00 per hour, except that the current Town detail rate shall be \$40.00. Effective January 1, 2006, and thereafter, the Town detail scheduled work definition will be changed, i.e., the Town detail rate thereafter shall only include Town-scheduled work performed by Town departments and their employees and will no longer include Town-scheduled work under those circumstances where the Town utilizes outside contractors to perform such work. The Police detail rate shall equal the second step at the Sergeant's rate when the second step of the Sergeant's rate equals \$42.00 per hour, excepting the Town detail rate, which will then be \$2.00 less than the second step of the Sergeant's rate. Should a situation occur when any pre-scheduled so-called Town detail(s) is/are unfilled and where there is no Town-authorized out-of-jurisdiction officer(s) available to fill the detail(s), then the Town officer with the highest Police Department recorded detail hours will be reverted back to the detail list to work the Town detail(s). If such highest recorded detail employee(s) is/are not available, then the employee(s) with the next highest or higher order of recorded detail hours in the descending order of employees' recorded detail hours shall be contacted to perform the detail(s).

If after three (3) attempts to reach these employees there remains a need in the judgment of the Chief of Police or his/her designee to fill the detail(s), then the Chief or his/her designee shall assign a unit employee to work overtime in the filling of such Town detail(s).

A superior officer in charge of a detail of three (3) or more unit employees shall receive an additional one (1) hour's pay. Any part of or fraction of an hour will be paid at the rate for the entire hour.

The paid detail rate of pay at strikes shall be one and one-half times the applicable paid detail rate of pay, together with the superior officer's in-charge additional one hour's differential pay.

The Town agrees that at strikes, not less than two (2) employees shall be assigned to each post at the site of a strike.

If an employee is absent on sick leave, he/she, except for court time duty, shall not be allowed to work a paid detail or overtime until twenty-four (24) hours have passed since his/her last sick day utilization, except as authorized by the Chief of Police, Division Commander(s) or their authorized designee. An employee who has more than 4 sick leave occurrences during a calendar year shall not be eligible during the remainder of that calendar year, except for court time duty, for paid details or overtime until forty-eight (48) hours have passed since his/her last sick day utilization. An employee shall not work a private detail or work shift while on bereavement leave.

Excluding the Town details, and employee working an eight-hour detail, after the commencement of the sixth hour of the detail, shall be guaranteed a minimum of eight (8) hours pay at the regular detail rate of pay, even if the employee's detail work terminates prior to the end of the eight (8) hour scheduled detail.

An employee working an emergency detail between the hours of 11:00 P.M. and the following 6:00 A.M. shall be guaranteed a minimum of four (4) hours of detail pay at a rate of time and one-half the regular detail rate of pay.

An emergency detail is defined as an unscheduled detail which occurs between 2300 hours and 0600 hours. Subject to the following paragraphs, an employee working such an emergency detail shall be paid at the rate of time and one-half the regular detail rate for all hours actually worked during this time frame, and if such emergency detail during or commenced within said time frame is terminated prior to four (4) hours, the employee shall receive a minimum of four (4) hours detail pay at the rate of time and one-half the regular detail rate.

Should such an emergency detail go beyond 0600 hours, then the rate of pay for the employee working the detail will revert back to the employee's regular detail rate, only after the employee has actually worked such detail for four (4) consecutive hours.

No employee shall be paid such minimum guaranteed detail rate in addition to the employee's regular detail rate, in whole or in part, for the same hours worked.

Effective July 1, 1989, a Paid Detail Fund, pursuant to the provisions of MGL c.44, s.53c, was established in the amount of \$40,000, which sum was intended, to the extent feasible, to pay employees for paid details worked within 2 or 3 weeks after they have been worked.

FY 2009 & 10 – "The current practices and policies relating to police details in Danvers shall remain in effect.

Section 3 – Training Sessions

Employees shall be required to attend not more than two (2) training sessions per month, upon notification of such training sessions at least fourteen (14) days in advance by the Chief of Police or his designee. Except for re-certification / certification training sessions, (example, CPR, firearms, etc.), effective July 1, 1996, an employee may take an approved vacation leave for a single full vacation day up to three (3) times per calendar year and not have to attend a scheduled monthly training session on that day. Such employee shall promptly make arrangements with the Executive Office (Captain) to make-up the missed training session on the employee's own time. If either training sessions shall last more than two (2) hours, then the employee(s) shall be paid at their applicable time and one-half rate for all such time in excess of two (2) hours. At the discretion of the Chief or his designee, said training sessions may be held during the day or evening shifts.

Effective July 1, 2001

First Hour	Time and one-half the hourly rate compensation
Second Hour	Time and one-half the hourly rate compensation
Third Hour	Time and one-half the hourly rate compensation
Fourth Hour and More	Time and one-half the hourly rate compensation

NEMLEC - \$250 / Annually

Monthly NEMLEC training outside the employee's regularly-scheduled hours shall be paid at the employee's overtime rate (time and ½) for up to three (3) employees, unless such employees are on duty.

Section 4 – Miscellaneous Provision

Compensation of employees covered herein when assigned by the Chief of Police to training schools, seminars or other educational programs which require out of town overnight accommodations shall be computed as straight time of eight (8) hours on a "5-2" work week.

Section 5 – Medical Examination

The Chief of Police may require individual employees to receive a medical examination by a doctor(s) designated by the town, at Town expense. Said doctor(s) shall be a licensed MD in Massachusetts, and practicing therein.

Section 6 – Accidental Death Insurance

The Town agrees to provide each employee with \$20,000.00 of accidental death insurance (service connected), and to pay one-half (1/2) of the premium cost therefore.

Section 7 – No Strike Clause

The Association agrees not to engage in, induce or encourage any strike, work stoppage, slow down or withholding of services by employees covered by the terms of this Agreement.

Section 8 – House Officer

An employee regularly scheduled as a House Officer shall be paid an additional \$400.00 per year payable in equal weekly installments. An employee regularly scheduled as the House Officer on day-off shifts (i.e.: the day off employee), shall be paid an additional \$200.00 per year also so payable. No employee who performs such duties intermittently shall be entitled to such compensation or any part thereof. House Officer payment shall be deemed and is regular compensation for pension/retirement purposes.

Section 9 – Physical Fitness Committee

The Town and the Association agree to establish a physical fitness advisory committee, consisting of six (6) members, to develop a voluntary physical fitness program for unit employees. The Association shall designate three (3) members and the Town Manager shall designate three (3) members.

Section 10 – Field Training Officer

Upon execution of this Agreement, an employee who is assigned to the Field Training Program to monitor, train and review the work of a newly hired employee, on an eight (8) hour shift, and who submits the written report concerning such to the Chief or his designee, should be paid for each such day shift so worked, an additional hour's pay at the rate of time and one-half the patrolmen's maximum rate of pay.

Section 11 – Senior Officer

In a serious effort to retain qualified, skilled and experienced officers in the Town of Danvers Police Department, any police officer, including a Superior Officer, who has a minimum of Twenty-nine years of creditable service in the Massachusetts Retirement System, shall be eligible for designation as SENIOR OFFICER. The parties agree, effective July 1, 2006, to add a new step for each rank to compensate the SENIOR OFFICER which step shall be five (5%) percent higher than the then current maximum step. Such police officer may be assigned, consistent with his/her experience, skills and talents by the Chief of Police or his/her designee, to assist the Department in special projects and/or assignments with the Department. The eligible employee shall request in writing to the Chief of Police or Division Commander(s) such SENIOR OFFICER designation within sixty (60) days of his/her attaining such 29th year of service. Effective July 1, 2006, up to four (4) eligible employees shall so request his / her designation as SENIOR OFFICER. Effective July 1, 2007, and thereafter up to three (3) eligible employees shall so request his/her designation as SENIOR OFFICER. Should a designated SENIOR OFFICER, leave the Danvers Police Department because of death, resignation, transfer, disability, long term personal illness or retirement, voluntary or involuntary, another eligible and qualified officer may replace and fill the SENIOR OFFICER cap vacancy subject to the cap(s) above. The SENIOR OFFICER shall continue to be required to satisfactorily perform his/her responsibilities and duties as a Danvers Police Officer including the responsibilities and duties assigned to the SENIOR OFFICER.

Section 12 – Accreditation Stipend

Effective July 1, 2009, and continuing each fiscal year thereafter, each officer shall receive an annual Accreditation Stipend which shall be equal to 1% of the Officer's then-current base-rate for that fiscal year. Effective July 1, 2013 the accreditation stipend shall be increased to 1.2%. Effective July 1, 2019 the accreditation stipend shall be increased to 1.5%.

Section 13 – Use of Force/Tasers

Upon ratification (FY 12-14), the parties agree to immediate implementation of the revised Use of Force policy and the use of Tasers. The town will provide appropriate training for the Tasers prior to their use. (Created FY 12)

Section 14 – Mandatory Vest Policy

The parties agree to implementation of a Mandatory Vest Policy modeled on the Quincy Police Department Policy, with minor modifications specific to Danvers to be agreed upon by the Chief and Union President. Said Policy shall be effective at the Chief's discretion upon finalization of the Policy. (Created FY15)

Section 15 – Crisis Intervention Team Members

The yearly stipend of \$250.00 for Crisis Intervention Team (CIT) members shall be added to the Specialty Rating list in the contract.

Section 16 – Defensive Tactics & Firearms Instructors

The following new stipended positions shall be created effective July 1, 2013.

Defensive Tactics (DT) Head Instructor \$750.00/year, Assistant DT Head Instructor \$500.00/year, which includes defensive tactics, OC, Taser and baton.

Effective July 1, 2013, Firearms Lead Instructor shall be redesignated “Firearms – Lead Instructor/Armorer” and the stipend for this position shall be \$500.00/year.

ARTICLE 16 Education Pay Incentive & EMT Compensation

Education Pay Incentive

Consistent with, pursuant to, the provisions of the so-called Quinn Bill, after one year of service, current regular employees who have earned, or future employees, excluding reserves, who shall thereafter earn, an Associate’s Degree in Law Enforcement, or sixty (60) points towards a Baccalaureate Degree in Law Enforcement, a Baccalaureate Degree in Law Enforcement or a Master’s Degree in Law Enforcement or a degree in law, shall receive the following applicable educational incentive base salary increases. Effective July 1, 2006, a newly-hired police officer who has been a police officer in another community for at least a year of service, was listed on the Massachusetts Board of Education Quinn Bill certification roster and was currently receiving, at the time of the transfer, layoff or otherwise, Quinn Bill compensation from the former community, shall, if qualified and eligible for Quinn Bill compensation, receive educational incentive salary increases as follows:

<u>Education Degree/Credits earned in Law Enforcement/Law</u>	<u>Annual Payment</u>
Associate’s Degree or 60 credits earned toward a BA Degree in Law Enforcement	10% of Base Salary
Baccalaureate Degree in Law Enforcement	20% of Base Salary
Master’s Degree in Law Enforcement or Law Degree	25% of Base Salary

Effective January 1, 2006, the Town will pay the eligible employees his/her lump sum education incentive monies for the period from July 1, 2005 to January 1, 2006.

Effective January 1, 2006, the Town shall pay, during the year and thereafter, in the employee’s regular weekly pay check, the employee’s applicable pro-rata education incentive payment which shall be included in base pay/annual salary with the purpose of computing sick pay,

injured pay, vacation pay and pay for other compensable leave and shall be deemed and is regular compensation for pension/retirement purposes. Said payments shall not be included in base pay/annual salary, however, for the purposes of computing overtime or court time pay or holiday pay.

Effective July 1, 2006, the Town shall guarantee and grandfather each current employee who has earned, and will hereafter earn, his/her education incentive payments, the funding of the so-called Quinn Bill, included not only the Town of Danvers funding, but also the Commonwealth of Massachusetts funding, should the Commonwealth of Massachusetts reduce or eliminate its Quinn bill funding adversely affecting the Town of Danvers and/or its employees. Employees hired after July 1, 2006, whether transfers, new-hires or otherwise, are not so guaranteed nor grandfathered.

FY 2009 – Grandfather new hires for “Quinn Bill” guarantee (Berube & Lebrun).

FY 2010 – Grandfather new hires for “Quinn Bill” guarantee (Tobyne & Colella).

Notwithstanding any other provisions of the contract, the Town agrees to grandfather all employees hired through¹ the term of the 2014-2017 contract, into the full Quinn Bill payments once their eligibility is established.

Emergency Medical Technician Compensation

Effective Fiscal 1993, each employee who at any time completes all Emergency Medical Training course work and receives certification from the National Registry, or from the Commonwealth of Massachusetts certifying authority, shall receive, while certified, Effective July 1, 1999, \$1,100.00 annually. Effective July 1, 2000, the EMT compensation shall be increased \$100.00, to total \$1,200.00, annually. Employees who receive or received certification but fail or have failed to maintain same or to re-certify within two (2) years of certification, shall receive \$100.00 annually for each of the following two (2) years but shall not be entitled to further EMT compensation unless certified.

Effective July 1, 1989, EMT compensation paid in a lump sum shall be deemed and is regular compensation for pension/retirement purposes.

Effective July 1, 2007, the annual sum as provided to Emergency Medical Technicians shall be increased from \$1,200. to \$1,300.

The EMT stipend shall be increased by \$150.00/year effective July 1, 2014, and by another \$150.00/year effective July 1, 2015.

¹ This change is for housekeeping and clarification purposes only. The parties agree that this section of the contract needs cleaning up and agree to do so at the next negotiations.

Tuition Reimbursement

Effective July, 1997, an employee who has taken an approved program and courses at an approved college or university, which program is leading to an Associate's Degree in Law Enforcement or a Bachelor's Degree in Law Enforcement shall receive the following tuition reimbursement:

If the employee receives an "A" in the course, he/she shall be reimbursed fifty percent (50%) of his/her tuition cost.

If the employee receives a "B" in the course, he/she shall be reimbursed forty-five percent (45%) of his/her tuition cost.

If the employee receives a "C" in the course, he/she shall be reimbursed forty percent (40%) of his/her tuition cost. This reimbursement program is subject to Section B below.

The Chief of the Department shall be responsible for approving the course/program and college/ university in advance of study. The Chief's approval should not be unreasonably withheld.

Effective July 1, 1997, the reimbursement program above shall be subject to the following provision(s):

The Town, subject to the conditions above, shall make available sufficient funds, up to a total sum of \$7,000 for Fiscal 1998 and \$7,000 for Fiscal 1999, to provide reimbursement for actual out-of-pocket tuition payment made by eligible employee(s) for his/her cost of required tuition in the approved program course(s) so taken. The distribution of such reimbursement above described shall be distributed among eligible employees on an equitable, pro-rate basis.

Effective Fiscal 2000, the sum of up to \$6,000 shall thereafter replace the sum of up to \$7,000 for such reimbursement.

ARTICLE 17 Wage / Stipend Differential

Effective on execution, each employee who is regularly scheduled to work the day shift on a Saturday or Sunday, and who actually works the shift, shall receive twenty-five cents (\$.25) applied to his/her base hourly rate for the hours so worked. Employees hired on or before June 30, 1983, who are not receiving education pay incentive and who are regularly scheduled to work the day or night shift on Saturday or Sunday shall receive one dollar and fifty cents (\$1.50) applied to his/her hourly rate for the hours so worked. The weekend differential shall be deemed, and is, regular compensation for pension/retirement purposes.

Effective July 1, 2003, each employee who is regularly scheduled to work the day shift on a Saturday or Sunday, and who actually works the shift, shall receive fifty cents (\$0.50) applied to his/her base hourly rate for the hours so worked. Employees hired on or before June 30, 1983, who are not receiving educational pay incentive and who are regularly scheduled to work the day or night shift on Saturday or Sunday, shall receive one dollar and fifty cents (\$1.50) applied to his/her hourly rate for the hours so worked. The weekend differential shall be deemed, and is, regular compensation for pension/retirement purposes.

Effective July 1, 1989 wage/stipend differential shall be deemed and is regular compensation for pension/retirement purposes.

ARTICLE 18 Longevity

Effective July 1, 2004, the Town will provide for the annual payment of base longevity payment to employees in the bargaining unit whose years of service level of employment is reached on or before December 1, each year, in accordance with the following schedule, payable in the first full payroll week of December (or as soon thereafter as feasible):

Such longevity percent calculation for Fiscal 2006 and thereafter is based upon the patrol officer rank maximum annual salary.

Effective July 1, 2009 (FY 2010) increase longevity payments to be as follows:

Step 1 (5 years)	1.0%
Step 2 (10 years)	1.25%
Step 3 (15 years)	1.5%
Step 4 (20 years)	1.75%
Step 5 (25 years)	2.0%
Step 6 (30 + years)	2.5%

On 6/30/2010, convert longevity so that it is based on a % of the Officer's then current actual base rate.

In addition to the foregoing base longevity payments, effective July 2, 2000, employees with five (5) or more years of service shall receive the following additional longevity payments based upon the number of sick days used during the preceding twelve (12) month period ending October 31, of each year:

<u>Sick Days Used</u>	<u>Annual Payment</u>
0 But Less Than 1	\$350.00
1 But Less Than 2	\$325.00
2 But Less Than 3	\$300.00
3 But Less Than 4	\$275.00
4 But Less Than 5	\$250.00

Effective July 1, 1998, in computing sick leave used during such period, the employee's (a) actual hospitalization for three (3) or more consecutive scheduled work days, or (b) the employee's confinement to his/her home as required by the physician immediately following an out-patient surgical procedure and documented sick leave days in excess of five (5) consecutive scheduled work days, shall be treated as a single incident (i.e., one (1) sick leave day absence).

Employees shall be paid their full lump sum annual longevity increments in the first payroll week in December in each year. Effective July 1, 1989 longevity payments shall be deemed and are regular compensation for pension/retirement benefits.

ARTICLE 19 **Stability of Agreement**

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

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

ARTICLE 20 **Coverage**

If the Chief of Police or his authorized designee determines it necessary or expedient to provide for fill-in coverage assignment with regular officers, the following system shall be followed:

(1) FY 2010 Memorandum of Agreement – "Eliminate the Reserve Language"

(2) The coverage system above provided shall continue on a day-to-day basis so that coverage assignments shall be so shared and averaged out on an on-going monthly basis.

(3) Regular patrolmen who fill in shall be paid their applicable overtime rates, with applicable minimum, therefore.

(4) Superior officers shall not be considered part of the permanent intermittent patrolmen (reserves) and regular patrolmen coverage system set forth above. If superior officers are utilized for fill-in coverage they shall be paid their applicable overtime rate, with applicable minimum, therefore.

The Town Manager shall budget for the fiscal year sufficient payroll money to meet anticipated payroll budget needs for implementation of such coverage system. It is agreed that such payroll funding is subject to Town Meeting approval and that the utilization and continuance of such coverage system is subject to the Chief's monthly review of such payroll funds

budgeted/remaining available to determine whether the one-on-one coverage system as set forth above continues feasible from this budget point of view.

Notwithstanding any of the above, nothing in this system shall be deemed or construed to limit the management rights of the Town as set forth in Article 2 hereof, nor require the Chief of Police or his authorized designee's to cover or fill-in for employees.

The Town further claims that this topic is not a mandatory subject of bargaining. In connection therewith, it is agreed that by insertion of this Article, the Town does not waive nor intend to waive such claim and reserves it's rights to refuse to negotiate such topic in subsequent collective bargaining fiscal years.

ARTICLE 21 **Out of Grade Pay**

When a Sergeant is assigned as the Patrol Supervisor of a shift and does not report for duty on that shift for any reason including vacation, days off, illness, absence, etc., a Sergeant is called back to work or held over. When a Lieutenant is assigned as officer in charge of a shift and does not report for duty on that shift for any reason, including vacation, days off, illness, absence, etc., the Sergeant assigned as Patrol Supervisor will perform the duties of the O.I.C. When a Sergeant is assigned to a shift and does not report for duty on that shift for any reason including vacation, days off, illness, absence, etc., a patrolman regularly assigned as a desk officer or a regular patrolman who fills in as desk officer in the latter's absence of the senior patrolman in their absence, who works in place of the Sergeant, who does not report as above, shall receive out-of-grade compensation for each hour worked for the period the supervisor was assigned to work. Such compensation shall be at the first step rate of the Sergeant's pay range which is higher than the employee's rate.

ARTICLE 22 **Performance Evaluation**

SECTION 1 There is hereby established, effective July 1, 1989 a Performance Evaluation system for all members. Such system is set forth in Policy and Procedure #61.0 of the Departments Manual of Rules, Regulations, Policies, Procedures and Job Descriptions; and, in the Confidential Danvers Police Department Employee Performance Evaluation Form, and is incorporated herein by this reference.

SECTION 2 A Performance Evaluation Committee, consisting of the Executive Officer, the three (3) Lieutenant Division Commanders, and the President of the DPBA, is hereby established. It shall meet no less than annually for the purpose of reviewing the process in order to make constructive recommendations for improvements to the parties relative thereto.

SECTION 3 Any employee who, as a result of an Evaluation pursuant to said system, receives an overall rating of unsatisfactory shall have the right, subject to the terms of the Grievance Procedure herein, to grieve and arbitrate said rating. The grievance may be filed at the Town Managers Step of the Grievance Procedure, except that the appeals procedures provided by

Managers Step of the Grievance Procedure, except that the appeals procedures provided by this Agreement by way of grievance shall not be available to any employee who elects to appeal his/her evaluation rating under the provisions of M.G.L. C31 S6C.

SECTION 4 A performance evaluation shall not be used for disciplinary purposes or for involuntary retirement purposes.

ARTICLE 23 Drug / Alcohol Testing Program

FY 2010 MoA: Drug and Alcohol Policy: As per new policy (a copy of which is attached).
Text below is from Danvers Police Department Drug & Alcohol Testing Policy revised 11/6/08.

To ensure a safe, healthy and productive work environment, to protect the health and welfare of the citizens of Danvers, the parties to this collective bargaining Agreement have adopted this policy to address any drug and/or alcohol abuse by members of the bargaining unit. These procedures provide the Department with reasonable measures to ensure drug and/or alcohol use does not jeopardize the public or the Department’s ability to serve its citizens. It is the general intent of this policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of this program, is intended in part as a means of identifying those who need help.

The method of implementing this program shall be: RANDOM testing of employees and where facts are sufficient to constitute REASONABLE SUSPICION of controlled substances or alcohol abuse as further described under REASONABLE SUSPICION on page 2 of this policy.

Prohibited Behavior

Drugs: An employee covered by this policy shall not report for duty or remain on duty when he/she uses any drugs, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee’s ability to safely perform his/her duties as a police officer. The prohibited drugs are the following substances or derivatives thereof (herein “Drugs”):

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

Alcohol: This policy also prohibits the misuse of alcohol from any source during the required hours of compliance defined herein. Misuse is defined as having an alcohol concentration of 0.04 or greater (herein “positive for Alcohol”). Alcohol concentration (or breath alcohol concentration) means the amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to the percent of “blood alcohol concentration” commonly used in “driving while intoxicated” situations. Herein, alcohol concentration (or BAC) or **B**reath **A**lcohol **C**oncentration) is defined

as grams of alcohol per 210 liters of breath. Herein, BAC will be used to define “alcohol concentration”.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl and isopropyl alcohol.

Required Hours of Compliance

The required hours of compliance for prohibited behavior (as defined above) relating to drug and/or alcohol use are as listed below:

Drugs: A police officer is prohibited from the use of the defined drugs at any time on or off duty.

Alcohol: A police officer must not consume alcohol while:

- Four (4) hours prior to being scheduled to perform police officer-related duties.
- While performing his/her duties as a police officer, except an officer who is working undercover and is authorized by the Chief or his/her designee.

Circumstances for Drug and/or Alcohol Testing

Police officers will be required to submit to approved drug and alcohol tests in the circumstances listed below:

Random: Members of the bargaining unit are subject at any time to random drug and/or alcohol testing while on duty. When notified, police officers will proceed immediately to the collection site. Random selection shall be by a system to be agreed to by the local in which selection is made by a neutral or blind criteria in which the identity of the police officers is not known as part of the selection process. No member of the bargaining unit will be randomly selected more than 2 times in a period of (12) months.

Reasonable Suspicion: If the Department has reasonable suspicion to believe that a member of the local is impaired while on duty by drug use and/or alcohol misuse, the Police Chief, or in his absence, the Acting Police Chief, may require the police officer to submit to immediate drug and/or alcohol testing based upon the “Reasonable Suspicion” definition listed below. The department must put the entire basis for this reasonable suspicion, including the identity of each person relied upon, in writing and give a copy to the local and the police officer prior to the test.

Reasonable Suspicion Definition: Reasonable Suspicion is a belief, based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol, so that the employee’s ability to perform his/her duties is impaired. Reasonable Suspicion shall be based on information of objective facts obtained by

the Department and the rational inferences which may be drawn by those facts. The credibility of the sources of information, the reliability of the facts or information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of Reasonable Suspicion. Such determination shall be made by the Police Chief or in his absence, the Acting Police Chief, in each instance. Notwithstanding the foregoing, the determination or Reasonable Suspicion shall comport with Constitutional guarantees and limits.

In circumstances where the facts are sufficient to constitute a Reasonable Suspicion that an employee is a user of certain non-prescription controlled substances, or misusing alcohol, the Police Chief shall have the right to require that employees submit without delay to a urinalysis test or evidential breath test.

Review Committee: A Review Committee shall be established to be composed of a member selected by the Police Chief, one by the local and a third member selected by the first two. The reviews of the Chief's directive must be completed within twenty-four (24) hours. The review shall be an informal process with the purpose of determining whether the Police Chief had reasonable suspicion to order the drug /or alcohol test. The police officer, however, must submit the test sample prior to the Review Committee's determination. The police officer shall have the right to submit any relevant information to the Review Committee, including the results of any independent blood or alcohol test, the observations or any individual as to the items listed as giving reasonable suspicion and any other information relevant to reasonable suspicion.

Post-Accident: After involvement in an automobile accident while on duty, a police officer will be subject to post-accident drug and alcohol testing if any one of the following conditions is met:

- The vehicle operated by the employee was in motion and there is \$5,000 or more damage to any vehicle involved in the accident and the employee was found at fault by the OIC or investigating officer.
- Any person injured in the accident is transported from the scene by ambulance or is seeking medical attention and the employee was found at fault by the OIC or investigating officer
- Subsequent to any on-duty discharge of a Police Department issued or authorized firearm, other than for firearms training, legitimate competition, target practice at an approved range or to end the suffering of a severely injured animal. The employee will submit a test sample, and said sample will be held until an investigation determines whether such discharge was justified or not justified. If the investigation determines the discharge was justified, the sample will be discarded.

Return to Duty: A return-to-duty drug and/or alcohol test is required after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, when an employee tests positive in a drug and alcohol testing program, before that police officer is allowed to perform his regular duties. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration, and a drug test must be a verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform work-related functions.

Follow-Up: Upon resumption of police officer-related duties following a positive drug and/or alcohol test, an individual will be selected for additional, unannounced, tests for a follow-up period recommended by the SAP, but not to exceed three (3) years, with no more than three (3) tests per year. Tests may be for both drugs and alcohol independent of the type of test with a positive result.

Testing Process Integrity

Drugs: The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services. Vendors utilized in connection with drug testing will comply with all Department of Transportation regulations intended to insure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds of the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

ARTICLE 24 No Smoking Provision

Consistent with, and subject to, the General Laws' current restrictions on smoking relative to police department officers in municipal police departments, the Union further agrees that no current or future employee shall smoke in a police vehicle, a motor vehicle used by the police department, or in the public building(s) in which the employees do not currently smoke.

ARTICLE 25 Re-Opener Provision

The Town and the Union agree that the Town may re-open, during the duration of this Agreement, the following:

- (1) Physical fitness standards, including weight of employees
- (2) Drug-alcohol testing
- (3) Psychological testing of employees eligible for promotion within the police department

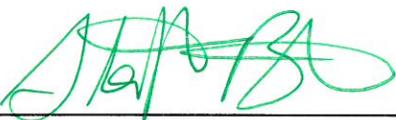
ARTICLE 26

Term and Duration

It is mutually agreed that all of the provisions on the Agreement shall be effective July 1, 2017, or at such earlier or later date as to certain provisions thereof, as may be specifically referenced to in this Agreement and shall continue in force to and including June 30, 2020 and from day to day thereafter, until such time as a new Agreement is executed by the parties. On or after January 2, 2020, if applicable, either the Town or the Association may notify the other party in writing of its desire to commence negotiations for a subsequent Fiscal 2021 Agreement. Amendments to the Agreement may be made at any time by the mutual assent of the parties thereto, subject, however, to the provisions of article 19.

Signed this 1st day of August, 2017

For the Town of Danvers:



Steve Bartha, Town Manager

For the DPBA:



Jason Skane, President

Specialty Rating

Defensive Tactics Head Instructor	\$750/year
Assistant DT Head Instructor (DT includes defensive tactics, OC, Taser and baton)	\$500/year
Firearms -- Lead Instructor/Armorer (1)	\$500/year
Firearms -- Assistant Instructor/Armorer (2)	\$350/year
Breathalyzer/Radar Maintenance Equipment Coordinator	\$750/year
Safety/Crime Prevention Officer	\$750/year
Photographer (3)	\$300/year
Computer Officer	\$250/year
Emergency Medical Technician	\$1450/year (7/1/14) \$1600/year (7/1/15)
House Officer – Full Time	\$400/year
House Officer – Part Time	\$200/year
CID	\$1620/year
K-9 Officer	\$250/year
Child Passenger Safety Technician (up to 15)	\$250/year
Crisis Intervention Team (CIT) member	\$250/year

Excluding the EMT compensation and defensive tactics head instructor, no employee shall receive pay for more than two (2) specialty ratings at one time. Those employees now having/holding more than two (2) are herein grandfathered until such employee drops to two (2) specialty ratings, which maximum shall then apply to such employee.

There shall be a minimum of two (2) employees with the specialty rating of Child Passenger Safety Technician on each shift, and training shall be scheduled accordingly.

Effective July 1, 1989, specialty rating compensation shall be deemed and is regular compensation for pension/retirement purpose.

Police Pay Scales

	FY 2018		FY 2019		FY 2020	
	7/1/2017 – 2.5%		7/1/2018 – 2.5%		7/1/2019 – 2.25%	
	Hourly Rate	Annual Wage	Hourly Rate	Annual Wage	Hourly Rate	Annual Wage
Patrol Officer						
Step 1	24.9454	51,886.43	25.5690	53,183.52	26.1443	54,380.14
Step 2	26.0350	54,152.80	26.6859	55,506.67	27.2863	56,755.50
Step 3	27.1055	56,379.44	27.7831	57,788.85	28.4082	59,089.06
Step 4	28.1568	58,566.14	28.8607	60,030.26	29.5101	61,381.01
Step 5	29.5524	61,468.99	30.2912	63,005.70	30.9728	64,423.42
Step 6	30.7537	63,967.70	31.5225	65,566.80	32.2318	67,042.14
Step 7 (Snr.)	32.2913	67,165.90	33.0986	68,845.09	33.8433	70,394.06

Sergeant						
Step 1	33.2250	69,108.00	34.0556	70,835.65	34.8219	72,429.55
Step 2	34.8718	72,533.34	35.7436	74,346.69	36.5478	76,019.42
Step 3	36.2893	75,481.74	37.1965	77,368.72	38.0335	79,109.68
Step 4 (Snr.)	38.1037	79,255.70	39.0563	81,237.10	40.0328	83,268.22

Lieutenant						
Step 1	39.2054	81,547.23	40.1856	83,586.05	39.9351	83,065.01
Step 2	41.1487	85,589.30	42.1774	87,728.99	43.1265	89,703.12
Step 3	42.8213	89,068.30	43.8919	91,295.15	44.8795	93,349.36
Step 4 (Snr.)	44.9624	93,521.79	46.0865	95,859.92	47.1234	98,016.67

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