



City of Gloucester City Council

CITY HALL • GLOUCESTER • MASSACHUSETTS • 01930
Telephone 508-281-9722 Fax 508-281-8472

CITY COUNCIL

AND

CITY COUNCIL STANDING COMMITTEE

Budget and Finance

Thursday, September 3, 2009 – 7:00 p.m.

Council Conference Room – 9 Dale Avenue, City Hall

1. Memo and Special Budgetary Request-Supplemental Appropriations from Engineering Dept.
2. Memo from Com Dev. Dir. Re Acceptance of monies from Commonwealth of Mass.
3. Memo from General Counsel re: Proposed renew of lease Isabel Babson Memorial
4. Memo from CAO re: Permission to pay an invoice for services procured without a Purchase Order
5. Report from City Auditor re: Accounts having expenditures which exceed their Appropriations
6. CC2009-009 (Hardy) Creation of Enterprise Account for Solid Waste and Recycling.
7. COM 09-028 (City Auditor) Patrolmen's MOU - final review
8. Other Business

COMMITTEE

Councilor Jason Grow, Chair

Councilor Joe Ciolino, Vice Chair

Councilor Steve Curcuru

Committee members – Please bring relevant documentation

Cc: Mayor, Jim Duggan,
Marcia McInnis
Frank Ventimiglia, Engineer
Sarah Garcia, Com. Dev.
Suzanne Egan, General Counsel

City of Gloucester **Memo**

Date: 18 August 2009

To: Carolyn Kirk, Mayor
City of Gloucester

From: Frank Ventimiglia
City of Gloucester Engineering Department

Re: Transfer of \$40,000.00 from Highway Force Account #
294015.10.422.35900.0000.00.000.00.000

This memo is to request the transfer of \$40,000.00 from Highway Force Account #294015.10.442.35900.0000.00.000.00.000 to be transferred for the purpose of paving work and as per contract #99078.

This transfer is to be transferred to existing Contract # 99078 for additional pothole repairs throughout the City through Account #101000.10.422.52490.0000.00.000.00.052. Contract Number 99078 is with Allied Paving Corporation and was awarded with the money transferred out of Account # 294015.10.442.35900.0000.00.000.00.000 in October 2008.

CITY OF GLOUCESTER

SPECIAL BUDGETARY REQUEST- SUPPLEMENTAL APPROPRIATION
FISCAL YEAR 2010

****CITY COUNCIL APPROVAL- VOTES NEEDED 5 ****

AUDITOR'S INSPECTION _____

DEPARTMENT REQUESTING APPROPRIATION: Department of Public Works

Account to Appropriate from : Res/Approp - Highway Force Account

294015.10.442.59600.0000.00.000.00.000 \$ 40,000.

Balance Before Appropriation [69,634.]

Balance After Appropriation [29,634.]

Accounts in need of Appropriation :

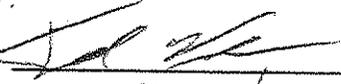
Highway Paving Account

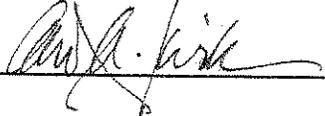
101000.10.422.52490.0000.00.000.00.052 \$ 40,000.

Purpose : To Fund Small Pavement Contract - Additional Pothole Repairs

APPROPRIATION AMOUNT : \$ 40,000.

APPROVALS :

DEPT. HEAD  DATE 8/18/09

ADMINISTRATION  DATE 8/18/09

BUDGET & FINANCE _____ DATE _____

CITY COUNCIL _____ DATE _____

City Hall Annex
Three Pond Road
Gloucester, MA
01930



TEL 978-281-9781
FAX 978-281-9779
sbuck@gloucester-ma.gov

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

RECEIVED

AUG 11 2009

Mayor's Office

MEMORANDUM

TO: Mayor Carolyn Kirk
FROM: Sarah B. Buck, Community Development Director
RE: City Council Acceptance of Seaport Bond
Funds for Harbor Plan Implementation
DATE: August 11, 2009

Sarah B. Buck

For most of the past ten years, the City of Gloucester has received funding from the Seaport Bond to support harbor revitalization. Initially funding supported the efforts to develop the 1999 Harbor Plan. Funding continued to support the ongoing work to implement the Harbor Plan, and then for the work on the 2006 Harbor Plan.

In FY09, the draft 2006 Harbor Plan was updated and an endorsed 2009 Harbor Plan submitted to the state for approval. A Request for Proposals was issued for an Economic Development plan, which as you know is well underway in the city.

In FY2010, the Commonwealth is again providing \$50,000 to be used for coordination of harbor development work in the City of Gloucester. This funding is a portion of the \$200,000 approved by the Seaport Advisory Council for the harbor coordination work in all four designated ports: Gloucester, Salem, New Bedford, and Fall River.

This funding is administered through the Executive Office of Environmental Affairs and the Seaport Advisory Council. The scope of services under that contract is attached.

In accordance with the recommendation of the Harbor Plan, harbor coordination is an integral function of the Community Development Department. The grant funding is used to fund the position of Community Development Director who also serves as the Harbor Coordinator.

With your approval, I am requesting that this information be forwarded to the City Council for their review and acceptance of the FY10 funding from the state.

Harbor Coordinator, Scope of Services

The services to be performed by the Harbor Coordinator for the Port of (Gloucester, New Bedford, Fall River, Salem, respectively) include, but are not limited to:

- The Harbor Coordinator shall serve as direct liaison to the Council for the Port of (Gloucester, New Bedford, Fall River, Salem, respectively)
- Through meetings with the Mayor and municipal officials, port visitations, and coordination with the Harbor Master Plan, the Harbor Coordinator shall recommend and assist in the development and implementation of projects for the Port of (Gloucester, New Bedford, Fall River, Salem, respectively)
- The Harbor Coordinator shall provide recommendations on issues of Port planning, development, and security for the Port of (Gloucester, New Bedford, Fall River, Salem, respectively).
- The Harbor Coordinator shall keep the Council informed of new trade opportunities, business developments, economic issues, and other important developments that are taking place in the Port of (Gloucester, New Bedford, Fall River, Salem, respectively)
- The Harbor Coordinator shall assist with press events to announce project completion when the project is in the Port of (Gloucester, New Bedford, Fall River, Salem, respectively).
- The Harbor Coordinator shall attend Harbor Coordinator meetings as set up by Council staff to provide updates with respect to the Port of (Gloucester, New Bedford, Fall River, Salem, respectively).
- The Harbor Coordinator shall attend and participate in Seaport Council and Port Professional meetings.

LAW DEPARTMENT

MEMORANDUM

TO: Carolyn A. Kirk, Mayor
FROM: Suzanne P. Egan *SPE*
General Counsel
RE: Isabel Babson Memorial Inc. Lease
Rogers Street
DATE: August 12, 2009

RECEIVED

AUG 12 2009

Mayor's Office

Please find enclosed the proposed renewal of the Lease between Isabel Babson Memorial and the City of Gloucester. Please include this Lease in the Mayor's report for approval by the City Council at their next scheduled meeting.

Thank you.

Enclosure

LEASE

1. Parties

ISABEL BABSON MEMORIAL, INC., of Gloucester, Lessor, which expression shall include its successors and assigns where the context so admits, does hereby lease to the CITY OF GLOUCESTER, Lessee, which expression shall include its successors, agents and assigns where the context so admits, the following described premises:

2. Premises

Approximately 5,007 square feet, more or less, of land located on Rogers Street, Gloucester, Massachusetts, and shown on City of Gloucester Assessors Map 7, Lot 35, and containing macadam surface, twelve lined parking spaces, including one space reserved for the sole use of the Lessor, one handicapped parking space, and eleven parking meters.

3. Term

The term of this Lease shall be for five years commencing on July 1, 2009 and ending on June 30, 2014.

4. Rent

In lieu of rent the City of Gloucester will waive real estate taxes assessed on the premises while said premises are in use by the City of Gloucester.

5. Condition of Leased Premises

At the commencement of the term, the Lessee shall accept the leased premises in its existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such premises. In no event shall the Lessor be liable for any defect in such premises.

6. Repair and Maintenance

The Lessee shall, at all times during the initial term and any extensions thereof, at its own expense, put and maintain in thorough repair and in good and safe condition, the leased premises and its equipment and appurtenances, however the necessity or desirability for repairs may occur. The Lessee shall also, at its own expense, put and maintain in thorough repair and in good and safe condition and free from dirt, snow, ice, rubbish, and other obstructions or encumbrances, the leased premises. Any modifications of the leased premises shall be made only with the Lessor's approval.

7. Compliance with the Law

The Lessee shall throughout the term of this Lease, at its sole expense, promptly comply with all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and any other body now or hereafter exercising similar functions, which may be applicable to the leased premises, and the sidewalks and curbs adjoining the leased premises. The Lessee shall comply with the requirements of all policies of public liability, fire, and all other types of insurance at any time in force with respect to the leased premises.

8. Use of Leased Premises

The Lessee shall use the leased premises only for parking purposes. The Lessor shall reserve one parking space for its sole use. The Lessor shall be responsible for providing signage, maintenance of the space and for enforcing the use of the space.

9. Alterations and Additions

Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein, except for all parking meters which shall remain the property of the LESSEE.

10. Assignment and Subleasing

The Lessee shall not assign or sublet the whole or any part of the leased premises without Lessor's prior written consent. Notwithstanding such consent, Lessee shall remain liable to Lessor for the full performance of the covenants and conditions of this Lease.

11. Subordination

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust, and other instruments in the nature of a mortgage, nor or at any time hereafter, a lien or liens on the property of which the leased premises are a part, and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

12. Lessor's Access

The Lessor or agents of the Lessor may, at reasonable times, enter to view the leased premises.

13. Indemnification and Liability

The Lessee shall save the Lessor harmless from all loss and damage occasioned by Lessee's use of the leased premises, as well as from any claim or damage resulting from neglect in not removing snow and ice, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the Lessor. The removal of snow and ice from the leased premises shall be Lessee's responsibility.

14. Casualty and Eminent Domain

Should a substantial portion of the leased premises or of the property of which it is a part, be substantially damaged or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such casualty or taking renders the leased premises substantially unsuitable for its intended use, the Lessee may elect to terminate this Lease if:

- A. The Lessor fails to give written notice within thirty days of intention to restore leased premises, or
- B. The Lessor fails to restore the leased premises to a condition substantially suitable for its intended use within ninety days of said casualty or taking.

The Lessor reserves and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's property or equipment.

15. Default and Bankruptcy

In the event that the Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty days after written notice, then the Lessor shall have the right thereafter, while such default continues, to reenter and take complete possession of the leased premises, to declare the term of this Lease ended, and to remove the Lessee's effects, without prejudice to any other rights or remedies which the parties may have. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions of any article of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor

incurs any expense remedying such default then said reasonable expenses shall be paid to the Lessor by the Lessee.

16. Notice

Any notice from the Lessor to the Lessee relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the Mayor's Office, City Hall, 9 Dale Avenue, Gloucester, MA 01930, certified or registered mail, return receipt requested, postage prepaid. Any notice from the Lessee to the Lessor relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the Lessor by certified or registered mail, return receipt requested, postage prepaid, to the Isabel Babson Memorial, Inc., 69 Main Street, Gloucester, MA 01930.

17. Surrender

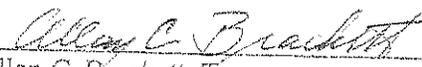
The Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the leased premises (including, without hereby limited the generality of the foregoing, all signs and lettering affixed or painted by the Lessee). Lessee shall deliver to the Lessor the leased premises and all alterations and additions made to or upon the leased premises in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, with notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

18. Remedies

It is also understood and agreed that all remedies granted to the parties to this Lease are cumulative and are in addition to rights and remedies conferred by common law or statute.

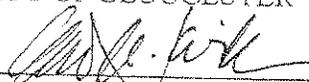
Lessor: ISABEL BABSON MEMORIAL, INC.

By:


Allan C. Brackett, Treasurer

Lessee: CITY OF GLOUCESTER

By:


Carolyn A. Kirk, Mayor

Approved as to Form:

Suzanne P. Egan, General Counsel, City of Gloucester

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
ckirk@ci.gloucester.ma.us

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: City Council
FROM: Jim Duggan, Chief Administrative Officer
RE: CATOC INVOICE (attached)
DATE: August 19, 2009

Councillors:

We are respectfully requesting permission to pay the attached CATOC invoice in the amount of \$1,900.00 for transportation during SailGloucester. The services were procured without a Purchase Order in place.

Thank you.

Attachment



CAPE ANN TRANSPORTATION OPERATING COMPANY 3R Pond Road, Gloucester, MA 01930 (978) 283-7916 FAX (978) 283-9456

July 21, 2009

City of Gloucester
Atten: Jim Duggan, Chief Administration Officer
9 Dale Avenue
Gloucester, MA 01930

RE: Sail Gloucester

INVOICE

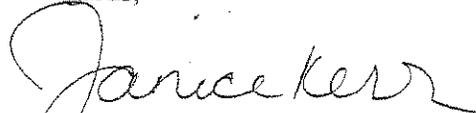
RECEIVED
JUL 23 2009
Mayor's Office

Transportation services rendered on Saturday, July 4th through Tuesday, July 7th, 2009 for Sail Gloucester.

Saturday, July 4 th	16 hours
Sunday, July 5 th	16 hours
Monday, July 6 th	8 hours
Tuesday, July 7 th	8 hours
Total worked hours:	48 hours
<u>Community Service - 10 hours</u>	
	38 hours x \$50.00 per hr = \$1,900.00

Please make check payable to: CATOC, Attention: Janice Kerr, 3 Rear Pond Road, Gloucester, MA 01930. Call me if you have any questions regarding this invoice at 978.281.8315 x10.

Regards,


Janice Kerr
Office Manager

**CITY OF GLOUCESTER
AUDITOR'S OFFICE**

August 14, 2009

RECEIVED
AUG 14 2009
Mayor's Office

TO: CITY COUNCIL
FROM: CITY AUDITOR
RE: CODE OF ORDINANCE CHAPTER 2, ADMINISTRATION, ARTICLE III,
OFFICERS AND EMPLOYEES, DIVISION 6, CITY AUDITOR, S 2-104
p. 161, EFFECTIVE MARCH 1, 1986
cc: MAYOR CAROLYN KIRK

S 2-104 DUTY WHEN APPROPRIATIONS ARE EXHAUSTED
WHENEVER THE APPROPRIATIONS FOR ANY DEPARTMENT FOR ANY OBJECTS HAVE
BEEN EXHAUSTED, THE CITY AUDITOR SHALL COMMUNICATE THE FACT TO THE
MAYOR AND THE CITY COUNCIL, AND ALL EXPENDITURES THEREFORE SHALL CEASE
UNTIL A FURTHER APPLICATION IS DULY MADE.
AS OF THE WEEK ENDING AUGUST 14, 2009. THE FOLLOWING ACCOUNTS HAVE
EXPENDITURES THAT EXCEED THEIR APPROPRIATIONS:

<u>SCHOOL FUNCTION CODE</u>	<u>TITLE</u>	<u>AMOUNT OVER</u>
3500	Athletics	(\$46,675.00)
3520	Student Activities	(\$3,203.75)
	TOTAL	\$49,878.75

<u>CITY ACCOUNT #</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT OVER</u>
101000.10.220.51570	Fire Dept Workers Comp	(\$3,229.44)
101000.10.499.51100	DPW other Sal/Wage Perm	(\$63.09)
101000.10.610.51250	Library Admin Sal/Wage PT Pos	(\$135.02)
101000.10.610.51430	Library Admin Night Differential	(\$2,169.90)
	TOTAL	\$5,597.45



**CITY OF GLOUCESTER 2009
CITY COUNCIL ORDER**

ORDER: #CC2009-09
COUNCILLOR: Jackie Hardy

DATE RECEIVED BY COUNCIL: 02/24/09
REFERRED TO: B&F
FOR COUNCIL VOTE:

Ordered that the Budget and Finance standing committee of the City Council research the possibility of creating an enterprise account for solid waste and recycling, and further

Ordered that the Auditor inform the Council when the solid waste enterprise account revenues become greater than the account expenditures so that the Council can decrease trash fees to the public.

Councilor Jackie Hardy



GLOUCESTER CITY COUNCIL 2009

COMMUNICATION

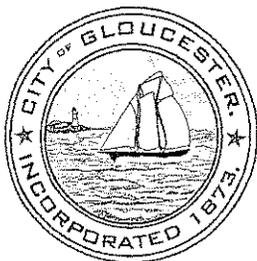
RECEIVED: 07/28/09

NUMBER: COM2009-028

NUMBER OF PAGES: 2

SUBJECT: Memo from City Auditor re: Patrolmen's MOU

ACTION: Refer B&F



CITY OF GLOUCESTER

Office of the City Auditor

CITY HALL, 9 DALE AVENUE

GLOUCESTER, MASSACHUSETTS 01930

(978)281-9730

July 26, 2009

To : Gloucester City Councilors

From : Marcia McInnis, City Auditor

RE: Gloucester Police Department Patrolmen's Union Collective Bargaining Agreement

Recently the Mayor has negotiated a Collective Bargaining Agreement with the Gloucester Police Department's Patrolmen's Union. To determine whether council approval of this Agreement is required under the law, I have attempted to resolve several questions regarding its contents and meaning, but the needed information has not been forthcoming. So this matter can be fully reviewed, I propose that it be referred to the Budget and Finance Committee for resolution.

- 1.) What is the effective date and the expiration date for the Collective Bargaining Agreement negotiated by the Mayor with the GPD Patrolmen's union?
- 2.) What are the effective dates and the fiscal years that salary stipends merge into the base salary of police officers as agreed in the Collective Bargaining Unit with the GPD Patrolmen's union?
- 3.) What are the base salaries of the police officers for each fiscal year of the Collective Bargaining Agreement with the union before and after the merging of stipends into their base salaries?
- 4.) What is the total cost of the Police Career Incentive (Quinn Bill) for each fiscal year of the Collective Bargaining Agreement with the GPD Patrolmen's union?
- 5.) What are the overtime rates for the GPD Patrolmen before the Collective Bargaining Agreement, and after the Collective Bargaining Agreement?
- 6.) What are the effective dates for any new overtime rates for the GPD Patrolmen?

Marcia McInnis

From: Phil Terpos [pterpos@ci.gloucester.ma.us]
Sent: Wednesday, July 22, 2009 9:00 AM
To: 'McInnis Marcia'
Cc: mlane@ci.gloucester.ma.us; 'Jeff Towne'; 'Jim Duggan'
Subject: Police Contract

Marcia,

This is just a note to follow up on our telephone conversation yesterday afternoon concerning your request for cost information about the new labor agreement with the police patrolmen. As I explained to you on the phone, I have not been involved in the bargaining process, nor have I seen a copy of the contract at this time. Chief Lane informs me that he does not have a copy of the final agreement either as it was concluded about the time he assumed command. Please direct your questions to the Mayor's office, and we will work with them to address your concerns.

Sincerely,

Phil Terpos
Financial Coordinator
Gloucester Police Department
Voice: 978-281-9775
FAX: 978-282-3026
Email: pterpos@gloucester-ma.gov

7/27/2009

GPPA, MCOP LOCAL 344
MOA, July 6, 2009

1. Rescind recent sick leave letters issued to unit members and convert to verbal reprimand
2. Agree to reopen CBA if City agrees to provide financial benefits for same time period more remunerative than provided herein.
3. 3-year period (FY08-10)
4. Wages – 0/0/0
5. The following stipends will be eliminated as separate items and instead added to create a new base rate: clothing, 911/Vesta, defibrillator.

ARTICLE V. Death Leave

- *Per Superior Officer's contract, eliminate language requiring leave to be used within a seven-day period of the death*

ARTICLE X. Sick Leave

- *The parties agree to reopen the agreement in the event that any other group of employees in Gloucester gains buy back more favorable than the Patrol Officers' contract. (TA)*
- Section B, Third ¶, change "preceding twelve month period" with "the current calendar year, Jan. 1 to Dec. 31."
- Permit up to three undocumented sick days per year to be used for care of family members.

ARTICLE IX.

- *Add Section F. All extra watch or work assignments, whether requiring plain clothes or uniformed officers, shall be filled from the D work list. These assignments may include but are not limited to security of individuals or groups (examples include movie companies, grants and other private companies), peace keeping, enforcement of laws, beach work, surveillance, community policing, and Citizen's Academy. Detectives shall continue to fill overtime assignments from the A work list. If the particular assignment requires specific training, the Chief shall provide opportunities for training as finances permit in a fair and equitable manner.*

ARTICLE XII. Union Business Leave

- *Nothing in the agreement shall abridge the right of any duly authorized representative of the union to present the views of the union to the citizens that affect the welfare of its members. TA*
- *Union representatives on the negotiating committee who work the 4-12 or 12-8 shift on the day of a negotiating meeting he will be assigned to the day watch for that day so long as such absence will not result in overtime.*

ARTICLE XV. Health Insurance

- *Adopt language from Superior Officer's contract providing \$10,000 for funeral if officer dies in the line of duty.*

ARTICLE XXXIII. Special/Seasonal Assignments

- All assignments shall be based upon objective merit-based considerations as determined by the Chief of Police. The following process shall be observed when filling vacancies:
 - Notice of the vacancy will be posted for fifteen (15) days and will contain the duties of the position and qualifications required.
 - Application for the vacancy will be on a form provided by the Chief.
 - An interview will be conducted by the Chief and the Supervisor of the vacant position.
 - The Chief will make the appointment of the most qualified individuals
- Per practice, all vacancies will be filled by officers working the shift of the vacancy.

NEW PROVISION. Residency Requirement

- *Add provision in contract that, notwithstanding city ordinance, no member of the bargaining unit shall be required to reside in the City of Gloucester.*
- *Bargaining unit members shall be required to live within limits established by state law (currently 15 miles, c.41, §99A).*

NEW PROVISION. Retired Officers and Details

- *Allow early retirees to remain in regular rotation for one year.*
- *Allow retired Gloucester police officers to become Reserve Police Officers and to work paid details after all sworn members of the Gloucester Police Department have been unable to fill such details.*
- *Department shall require that such retired officers provide medical certification of good health and be in good standing within the Department.*
- *Disability retirees are ineligible for this benefit.*

NEW PROVISION. Assignment By Seniority

- The seven protocol tasks (4 patrol cruisers, house officer and two dispatch officers) will be bid by seniority every year. All other shift tasks, tasks by officers on leave, will be selected by the Watch Commander or the Chief.
- The Watch Commander and Chief retain the managerial right to re-assign officers from this bid on a daily basis for legitimate, non-discriminatory public safety or managerial purposes. In the event that an officer is re-assigned from the task of his or her preference, the Watch Commander or Chief will record the reasons for the re-assignment in the daily log prior to the re-assignment,

NEW PROVISION. Details Language.

- Incorporate language from previous side letter (i.e., early retirees as of April 09 may work from details list alongside active officers until April 10).

- The City 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 valuables, shall remain the exclusive province of police officers who are in the bargaining unit, subject to the terms and conditions of this Agreement, and the discretion of the Chief of Police.
- All details will be paid in blocks of four-hour minimums.
- The rates will be set only "in consultation with the City."
- Detail assignments may be canceled without penalty up to one hour prior to start time for assignment.
- All details, including City and private details, will be paid at the private rate.

NEW PROVISION. Holiday Time Off.

- Requests for time off on holidays shall be made one month prior to said holiday and will be granted on seniority.

For the Union:

John A. Foster Jr
President

July 13, 2009

For the City:

Carl P. Fink
Mayor

July 13, 2009