COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF GLOUCESTER
AND
GLOUCESTER POLICE PATROLMEN'S ASSOCIATION, MCOP LOCAL 344, AFL-CIO

July 1, 2013 and June 30, 2016

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This collective bargaining agreement, *dated July 2013*, by and between the City of Gloucester, hereinafter referred to as the "City", and Gloucester Police Patrolmen's Association, MCOP Local 344, AFL-CIO, hereinafter referred to as the "Union",

WITNESSETH, That in consideration of the mutual undertakings and agreements of the parties hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. TERM OF AGREEMENT.

A. This Agreement shall remain in full force and effect for the term beginning on *July 1, 2013* and ending at 11:59 p.m. Eastern Daylight Savings Time on June 30, 2016.

B. If a new Agreement has not been executed on or before June 30, *2016*, this Agreement shall continue in full force and effect thereafter until a successor Agreement is executed.

C. On or after October 1, 2015, the Union shall notify the City of its first proposals for a new Agreement, to be effective on the termination of this Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification thereof shall be accomplished by the Union's delivery of a copy of its first proposals to the Mayor.

ARTICLE II. BARGAINING REPRESENTATIVES.

The City agrees that it will recognize and deal with the Union and its officers, committees and representatives as the sole collective bargaining representative and agency for the following bargaining unit: all patrol officers and reserve patrol officers employed by the City and in the Police Department, but excluding the Chief of Police, all Lieutenants and Sergeants, and all civilian employees of the City of Gloucester Police Department, as defined in the decision of the Massachusetts Labor Relations Commission, Case MCR-4807.

ARTICLE III. MUTUAL COOPERATION.

A. The City agrees that it will not exercise or countenance any discrimination, interference, restraint or coercion by the City or any of its agents, servants, or employees against any employee because of his participation in any lawful activities in behalf of the Union.

B. The Union agrees to cooperate with the City in maintaining and improving the skill, ability, and knowledge of police work of its members as employees.

C. The City and the Union agree to maintain and promote a harmonious relationship between the City and the members of the Union in order that a more efficient and progressive public service may be rendered.

ARTICLE IV. BULLETIN BOARDS.

The City shall permit the use of all bulletin boards located in the Police Station by the Union for the posting of notices concerning Union business and activities.

ARTICLE V. DEATH LEAVE.

Each employee (except reserve officers) shall be granted leave without loss of pay in the event of the death in the employee's immediate family.

- Such leave shall be eight (8) working days in the event of a loss of the following: spouse, children, parents, brother, sister, and spouses children.

- Three (3) days will be granted for the loss of spouses parents, sister-in-law, brother-in-law, grand child, grandparents, grandparents of spouse, or any relative residing within the employee's household.

- Each employee shall be granted leave without loss of pay in the event of the death of an aunt or uncle, niece or nephew. Such leave shall be for two (2) days.

- All other relatives one (1) day

Employees may not work extra work details while on death leave.

ARTICLE VI. SPECIAL LEAVE.

Each employee shall be granted special leave with pay for a day on which he is able to secure another employee to work in his place, provided:

A. Said substitution does not impose any additional cost on the City.

B. The Chief of Police is notified in writing not less than one (1) day prior to the substitutions becoming effective, except that, in the case of an emergency, notification may be made by telephone.

C. Neither the City nor the Union is held responsible for enforcing any agreements made between employees.

D. Upon separation from City employment, the employee agrees he or she will not owe or be owed any compensation in time or monies to or from the City as a result of substitutions (swaps) and agrees to pay any compensation owed the City as a result of substitution if applicable. Employee also agrees to sign a waiver indicating he or she is not owed compensation from the City due to substitutions (swaps) upon separation from the City.

ARTICLE VII. UNIFORMS

The Chief of Police, or his designee outside of the bargaining unit, shall supply members of the force, exclusive of their uniform allowance, referred to below, with the following equipment items:
Gun, ammunition, flashlight, badges, hat shields, traffic safety vests, clubs, handcuffs and case, gun belt and holster, and such other special equipment as the Chief of Police in his discretion determines is necessary.
Changes in the style or color of any portion of an employee's uniform shall be made only by mutual agreement of the parties hereto.

Each employee whose uniform or any part thereof has been damaged or destroyed in the line of duty shall be entitled to have said uniform replaced or repaired as necessary without expense to the employee and without deduction from his clothing allowance above set forth. To accomplish this purpose, each employee shall observe the following procedure:

A. He shall, in a report submitted to the Chief of Police, describe the nature of the damage to the uniform and the circumstances under which the damage occurred.

B. He shall request and obtain authorization in writing from the Chief of Police to purchase or have repaired as may be required, the damaged uniform or any part thereof.

C. Said written authorization shall in substance state that:

1. The named employee is authorized by the Chief of Police to repair or replace his uniform or any part thereof as may be necessary.

2. The charge/invoice for said repair or replacement shall be submitted by the vendor to the "Police Department of the City of Gloucester".

3. Said charge shall be paid by the City of Gloucester.

The City agrees to supply each unit member with an appropriate current identification card which will indicate thereon his position as a police officer and also shall contain a photograph of the individual police officer.

Each member of the GPPA will be given a one time $500.00 purchase order for Uniforms to be paid within 60 days of the funding of this Agreement

ARTICLE VIII. WATCHES.

It is agreed that for the term of this Agreement the watches in the Gloucester Police Department shall run from 7:50 a.m. to 3:50 p.m., from 3:50 p.m. to 11:50 p.-m. and from 11:50 p.m. to 7:50 a.m.

Changes in the aforementioned watches shall be within the sole discretion of the Chief of Police, who shall give notice to the Union of any changes.

Watches shall be assigned by the Police Chief in accordance with Patrolmen desires in order of seniority, provided, however, watches shall be so picked three days after GSOA completes their shift picks of each year, to take effect on January 1 for a duration of one (1) calendar year; and provided,

further, that any watch vacancy or opening occurring during said one (1) calendar year period as a result of a resignation, retirement, death, promotion, the hire of additional employee(s) or other reason shall be filled by employees similarly making picks as aforesaid, notwithstanding the one (1) year duration above referred to.

Department must provide list of shift picks before bid including number of slots per shift.
Number of available positions per shift is at the discretion of the Chief of Police as determined by staffing level needs.

Extend pick period by patrol officers to end at least 3 days after conclusion of superior officers' pick period
Provide language that pick period will always follow superior officers' period

Require watches and groups will be posted within one week of conclusion of pick period

Any new shift slots during the course of the year will be re-bid by seniority within a stated time period.

Agreed that no Patrolman shall cover the court.

ARTICLE IX. OVERTIME.

A. All overtime shall be paid at a time and one-half rate for all hours or any portion thereof worked in excess of an employee's regularly scheduled tour per day or his regularly scheduled tours of duty per week.

B. Employees who work on their day off, or on their vacation time, or any off-duty time, shall be paid not less than a four (4) hour minimum at said time and one-half rate. Employees who work over 4 hours overtime, shall receive a minimum of 8 hours pay at time and one-half. However, the four our minimum shall not apply to employees holding over at the end of a tour of duty, provided the holdover is a continuation of duties being performed during their regular shift.

C. If duty requires an employee to work beyond the normal quitting time of his scheduled tour of duty, the first ten (10) minutes of such service shall not be deemed overtime service and it is understood that the City has no obligation to pay for same. If duty requires an employee to work more than ten (10) minutes and up to one hour beyond the normal quitting time, he shall receive one hour of overtime compensation for such service.
D. Each employee who works at the Voting Polls on Election Day beyond his normal tour of duty or on his scheduled day off shall be paid time and one-half his straight-time hourly rate of pay with a minimum of four (4) hours.

E. Any employee who attends court as a witness for the Commonwealth in any criminal case shall receive a minimum of four (4) hours pay at time and one-half for Gloucester District Court, and a minimum of six (6) hours pay at time and one-half for courts located outside of Gloucester, travel time to be included in the latter.

ARTICLE X. SICK LEAVE.

Effective July 1, 2103 each employee in the bargaining unit shall have annual sick leave in the amount of fifteen (15) days per year. This is 1.25 days per month, beginning the first month after this Agreement is funded.

B. The Chief of Police or his designee shall maintain a complete record of all sick leave accumulation. Said record shall be posted annually on or before January lst for the benefit of unit members and not for public consumption. The City reserves the right to investigate sick leave calls for the purpose of verification. The following sick leave verification policy shall be in effect:

When an employee requests sick leave after an absence of three (3) consecutive working days, the City shall require presentation of a doctor's certificate documenting an injury or illness which prevents an employee from performing duties. Such certificate shall include a prognosis for recovery. If an absence extends beyond the physician's anticipated return to work date, a new certificate shall be required. The City may request an employee to be examined by a doctor appointed by the City.

The City shall require a doctor's certificate from an employee who takes a sick leave day after having already taken eight (8) medically undocumented sick leave days during the a calendar year or when a pattern of absenteeism is discerned. This provision shall be applied in a nondiscriminatory fashion. A medical certificate of fitness for duty is required prior to an employee's return to work following a lengthy illness, surgery, etc.

The cost of obtaining a doctor's certificate shall be borne by the employee; the cost of an examination by a doctor appointed by the City shall be borne by the City.

C. An employee who becomes sick during scheduled working hours and requests to be relieved from duty shall be credited with the actual time worked and the remaining time shall be deducted from accrued sick leave. This provision shall not apply to injured leave pursuant to G.L. c. 41, Sec. 111F.

D. No sick leave shall be accrued during periods when on leave without pay, pursuant to G.L. c.41, Section 111F.

E. Whenever an employee is separated from employment for any reason except termination under Mass General Laws or, upon the employee's death, without having exhausted accumulated sick leave, the employee or, in the case of his death, his estate, shall be paid full pay (per diem) for each day of unused accumulated sick leave. This provision shall be limited to no more than seventy (70) days. For the purposes of paying employees for accrued benefits upon termination of employment, employees shall receive a pro rata share of the benefit they would receive had they worked the full benefit year. This principle applies to longevity and sick leave. The pro rata share shall be calculated by dividing by 365 the amount that would have been owed to the employee if he had completed the benefit year, and then multiplying that amount by the number of days that the employee actually was on the payroll during his final benefit year.

F. Bargaining unit members who have accrued 180 sick days as of December 31 of each year shall qualify for annual sick leave buy back at the rate of $75 per day (up to 15 days) for accrued leave.

G. Patrol officers, who call in sick, shall not be eligible for extra work (not including swaps) until they have returned to work for a shift other than overtime or for a period of twenty-four (24) hours whichever comes first. A vacation, personal day or swap shall count as a shift worked.

H. Patrol officers who use sick days as follows in a calendar year will receive the following stipends;

No sick days	$1000.
One or Two sick days	$500.
Three sick days	$250.

Sick incentive above will be paid in the second pay check in February. In order to be eligible for these incentives an officer must be employed with the Police Department for a full calendar year.

Within 6 months of contract ratification, Officers with more than 180 sick days shall receive $65.00 per sick day for all days in excess of 180 days.

ARTICLE XI. HOLIDAYS.

The following days shall be considered holidays:

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

Each employee shall be paid an additional days pay for each of said holidays, in addition to his/her regular weekly salary and an additional one-half day's pay for the following six (6) holidays; New Year's Day, July 4th, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day, in addition to his regular weekly salary and the additional day's pay herein set forth.

Legal holidays declared by the Commonwealth of Massachusetts and the Gloucester City Council after the execution of this Agreement shall be added to the above list.

An employee who is required to work on a holiday or who is on vacation on a holiday, shall also be given the additional day's pay and the additional one-half day's pay above set forth.Requests for leave on holidays will be made one month prior to said holiday and will be granted on the basis of seniority.

ARTICLE XII. UNION BUSINESS LEAVES.

Members of the Union's Negotiating Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a collective bargaining agreement.

Members of the Union's Grievance Committee shall be granted leave from duty without any loss of pay or benefits for all grievance meetings, and for the purpose of processing grievances, when such activity takes place at a time during which any such member is scheduled to be on duty.
At least two (2) members of the bargaining unit shall be granted leave from duty not to exceed two (2) days to attend the Massachusetts Police Association Convention. Any member who attends such a convention shall do so at no loss of pay, and if the two (2) days fall on a scheduled day off, the member shall receive his days off at a later time.

The Negotiating Committee shall be limited to not more than five (5) members of the bargaining unit, and shall not be less than three (3) in number. 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.

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.

ARTICLE XIII. UNION PROTECTED ACTIVITY.

The Union agrees to comply with General Laws, Chapter 150E, Section 9, which prohibits strikes. The City agrees that it will not discriminate against any Officer or Member of the Association in the administration and policing of this Agreement.

In the administration of this agreement, neither the Employer nor the Association shall discriminate in any way against any employee on the basis of race, color, sex, religion, national origin, sexual orientation, age, political or union membership, or against qualified individuals with a disability.
If an employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of the grievance, the grievance will be deemed withdrawn.

ARTICLE XIV. DISCIPLINARY ACTION.

No permanent employee shall be removed, dismissed, discharged, suspended or disciplined in any other manner except for just cause.

ARTICLE XV. HEALTH CARE AND LIFE INSURANCE.

Section 1. As provided under the provisions of Massachusetts General Laws, Chapter 32, Section B, the City shall provide and pay the premiums for (as hereinafter set forth) insurance on each employee as follows:

A.	(a)	$5,000.00	Death Benefit
	(b)	$5,000.00	Accidental Death Benefit
	(c)	2,000.00	Death Benefit during Retirement

B. The City agrees to pay 75% of the premiums for items A (a), (b) and (c), and B of this Section.

Section 2. For group hospital, surgical and medical insurance, the Union is, pursuant to G.L. c.32B, §19, a voting member of the employees coalition bargaining committee established in 2008. The employees committee bargains for health insurance with the City of Gloucester.

Section 3. Upon approval of the appropriate enabling statute(s) by the City Council, employees may purchase additional insurance with voluntary deduction options.

Section 4. The City shall pay the first $10,000 in funeral expenses for a police officer who dies while on duty or dies due to an injury that occurred while on active duty.

ARTICLE XVI. PAYROLL DEDUCTIONS.

The City shall monthly deduct Union dues and fees including arrearages from the earned wages of each employee within the bargaining unit, in such amount as determined by the Union, provided, however, that no such deductions shall be made from an employee's wages except when authorized by him on an appropriate form, which form will be acceptable to the City and shall be submitted to it.

In accordance with the provisions of G.L. Chapter 150E, Section 12, effective thirty (30) days after the effective date of this Agreement, or thirty (30) days after the beginning of employment with the City, whichever is later, it shall be a condition of employment that all employees in the bargaining unit pay to the Union a service fee equal to the amount required to become a member and remain a member in good standing of the Union. Remittance of the aggregate amount of service fees deducted shall be made to the Union's Treasurer by the City at the same time that Union dues are paid to him by the City. The Union agrees to indemnify the City for damages which the City may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the City's compliance with this service fee provision, provided that any such sum of damages is limited to the amount deducted from the particular suitors (claimants) who are named party or parties plaintiff but to no other person.

Each biweekly payroll check will be accompanied by an itemized voucher listing deductions.

ARTICLE XVII. DIVISIONS OF THE GLOUCESTER POLICE DEPARTMENT.

As is the current practice, the Chief of Police will establish a schedule whereby each member of the bargaining unit will work four (4) consecutive days and have two (2) consecutive days off on a continuous rotating basis.

ARTICLE XVIII. VACATIONS.

A. Regular patrolmen shall be entitled to vacations with pay as follows:

- When an officer is hired he/she will receive one (1) vacation day per month until they each January 1. As of January 1 the patrol officer will receive fourteen (14) working days for the year going forward.

- For one (1) year's service and up to five (5) years' service, fourteen (14) working days.

- Commencing with the sixth year and ending with his tenth year of service, twenty-one (21) working days.

- Commencing with the eleventh year of service, twenty-eight (28) working days.

- Employees who completed 25 years of service shall be granted one additional vacation day for each year of service completed up to 30 years (5 days max).

Each employee may carry forward up to fifteen (15) days of his vacation leave into the following fiscal year, in accordance with past practice.

B. The Chief of Police shall make the necessary arrangements for summer vacations, provided that t he following regulations shall be observed to insure a fair system for all employees:

1. When an officer becomes a regular Patrolman, he will be allowed to pick his vacation on is watch according to his seniority in the Department, provided the Chief of Police shall determine the number of officers who may schedule vacation for the same days.

2. Summer vacations shall be between May 14th and December 31st inclusive. Winter vacations shall be between January 1st and May 13th inclusive. The Chief shall announce the summer vacation dates on or before January 31st. The Chief shall announce winter vacation dates when shift picks are completed. Patrol officers will have three (3) days after the superior officers have finished choosing their shift picks.

3. Swapping or splitting of vacations with other officers in the same division will be allowed.
4. Each officer must draw his vacation from the watch to which he has been assigned.

5. An officer may request from the Chief a variation of his vacation.

C. Vacation leave and pay shall accumulate and accrue during an employee's absence on injured leave, up to a maximum vacation accrual of seventy (70) days. After an officer has been on continuous injury leave for one year, vacation leave and pay shall cease accumulating and accruing during the

remainder of the officer's continuous leave for that injury. Pursuant to this provision, an officer may accumulate no more than seventy (70) vacation days.

ARTICLE XIX. CLASSIFICATION AND PAY SCALE.

A. 2% across the board increase July 1, 2013
B. 2% across the board increase July 1, 2014
C. 2% across the board increase July 1, 2015
D. 1% across the board increase July 1, 2013 for Emergency Medical Dispatch
E. One time payment of $250 July 1, 2014 (settle Leonard St)
F. One time payment of $250 July 1, 2015 (settle Leonard St)
G. Although, the EMT specialization pay is being eliminated from the contract, all officers currently receiving the $1700 in their base pay will continue to receive the 1700 rolled into their base pay with no EMT obligation. Base Pay for all non Emt's shall be increased by $1700.00 on July 1, 2013

Section lA. ***Waiver of General Wage Increase/Wage Reopener***

The Union waives any and all claims for a general wage increase for the fiscal years beginning July 1, *2013, and ending June 30, 2016.*

The parties agree that if during the duration of this Agreement the Gloucester Firefighters Local 762, Gloucester Police Superior Officers' Association or AFSCME Local 687, Units A or B negotiate increases in wages exceeding those set forth in this Agreement, this Agreement shall be reopened solely for the purpose of wages.
Section 2. ***Longevity Pay.***

Effective July 1, 2013, longevity pay shall be as follows:

A. Those officers employed as regular police officers in the Department for a period of **five (5)** years will be paid **$500.00** per year in longevity pay.
B. Those officers employed as regular police officers in the Department for a period of **ten (10)** years will be paid **$1000.00** per year in longevity pay.

C. Those officers employed as regular police officers in the Department for a period of **fifteen (15) years** will be paid **$1,250.00** per year in longevity pay.

D. Those officers employed as regular police officers in the Department for a period of **twenty (20) years** will be paid **$1500.00** per year in longevity pay.

E. Those officers employed as regular police officers in the Department for a period of **twenty-five (25)** years will be paid **$2000.00** per year in longevity pay.

F. The longevity date should match the employee's enrollment date in the retirement system. The Longevity date may include prior municipal, state or military service once the service credit has been included in the retirement system

G. Longevity benefits shall accrue monthly. Upon termination of employment, employees shall receive a pro rata share of the longevity benefit they would receive had they worked the full benefit year, in accordance with Article XE.

Section 3. ***Classification.***

A. **Permanent Reserve Officer**. He shall remain in such classification until he is appointed a regular officer or he is separated from employment with the city.

B. **Regular Officer**. The City agrees to amend the classification wage schedule ordinance so that the steps and pay rates of all compensation grades of all Police Department employees represented by the Union shall be as set forth under Section 1 above or he is separated from employment with the city.

ARTICLE XX. ANIMAL CALLS.

Members of the Union shall not be required to respond to calls for animals of any nature, unless it is clearly a case of public safety.

ARTICLE XXI. SAFETY COMMITTEE.

A Safety Committee of three (3) members of the Union shall meet with the Chief of Police at least once every month, to discuss and make recommendations for improvements of general health and safety of employees.
The City shall provide efficient and safe equipment and material to protect the health and safety of employees.

ARTICLE XXII. GRIEVANCE PROCEDURE.

Any grievance which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1. A Union representative and/or the aggrieved employee(s) shall present the grievance orally to the employee's immediate supervisor, and an earnest effort shall be made to adjust the grievance in an informal manner. This first Step may be omitted by mutual agreement.

STEP 2. If the grievance is not resolved in Step 1, the grievance shall be presented in writing, including specific allegations and proposed remedy, to the Police Chief or his designee, who shall meet with the Grievance Committee within five (5) calendar days from the time the grievance is presented to him, and he shall affirm or deny the grievance in writing within five (5) calendar days after the meeting, his response to include reasons in the event of a denial and a remedy in the case of an affirmance.

STEP 3. If the grievance is not resolved in Step 2, or answered by the Police Chief within the time limits set forth above, the grievance may be presented to the Mayor within ten (10) calendar days after the last aforementioned five (5) day period. The Mayor or his designee shall meet with the Union's Grievance Committee within five (5) calendar days from the time the grievance is presented to him, and he shall answer the grievance in writing within ten (10) calendar days after the meeting.

STEP 4. If the grievance is not settled at Step 3, or answered by the Mayor within the time limits set forth above, it may thereafter be submitted by the Union, and only by the Union, to arbitration, within thirty (30) days after the answer of the Mayor is due, by written notice, delivered in hand or by mail, postage prepaid, addressed to the Mayor; provided, however, that if a suspension, dismissal, removal, termination or other discipline is involved, the employee may submit the grievance to arbitration as hereinafter provided.

All submissions to arbitration shall be made to the American Arbitration Association that will provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with its voluntary labor arbitration rules. Each party shall bear the expense of preparing its own case, but shall share equally in the cost, if any, of the arbitrator's services.

The decision of the arbitrator shall be final and binding on the parties. The dispute stated in the grievance shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the grievance.

The arbitrator shall have no authority to add to, detract from, alter or amend this Agreement. Grievances shall be filed within twenty-one (21) days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based.
Any of the time limits outlined in this Article may be extended or changed at any time by mutual written agreement of the parties participating at any Step in the grievance / arbitration procedure.

Grievances may be submitted by employees or by the Union. Grievances of a general nature, affecting a large number of employees, or a policy grievance, may, at the Union's option, be filed at Step 3 of the grievance procedure.

Employees shall not be disciplined, suspended, discharged, removed or terminated except for just cause. Any dispute relative to discipline, suspension, discharge, removal or termination may be a subject of grievance and arbitration under the terms of this Article, in which event, arbitration, if elected by an employee, shall be the exclusive procedure for resolving any such grievance, notwithstanding any contrary provisions of G.L. c.31, and c. 32, Sec. 16 of the General Laws. In such matters an employee shall make his election after whatever step pursuant to Civil Service or Retirement Board law the employee obtains the right to appeal the City's decision to the Civil Service Commission or to a Retirement Board. If an employee elects arbitration, any action previously taken by the City pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his election in writing will constitute the grievance hereunder.

ARTICLE XXIII. TRAINING.

A. The members of the Union agree to participate in training programs, including but not limited to the twelve (12) week course as set up by the Commonwealth of Massachusetts Municipal Police Training Council, provided provisions are made therefor by the City of Gloucester.

B. Each member of the Union shall be granted a maximum of ten (10) days per year without loss of pay or benefits to enroll and participate in courses offered by the Massachusetts Criminal Justice Training Council or any other police department within the Commonwealth of Massachusetts, provided the following conditions are met:

1. The officer shall secure the written permission of the Chief of Police, which permission shall not be withheld unreasonably; and provided further that no officer shall be denied training so long as safety protocol is not compromised.

2. The officer shall provide the Chief of Police with certificate of attendance or successful completion of the course, signed by a person authorized by said Council; and

3. The City shall not incur any cost for the course.

C. All training provided by the Gloucester Police Department or any other police department within the Commonwealth of Massachusetts shall be posted to allow each employee equal access to training.

Training will be granted by seniority, except in cases where the Chief feels that a certain employee needs training for his duties.

D. Training included in base salary: The Union agrees that the base salary now encompasses amounts previously paid as stipends for Defibrillator, Nasal Narcan and Vesta training from this point forward

Effective July 1, 2013 the City as agreed that all funds saved by eliminating the EMT program will be used to train the department

ARTICLE XXIV. EXTRA WORK AND EXTRA WATCHES.

The following provisions shall govern the assignment of extra work and extra watches to Police Officers in the bargaining unit:

A. There will be a list set up for extra watches. Included on this list will be all regular patrol offices of the Gloucester Police Department. The Chief of Police agrees to rotate the available extra watches evenly through the members of this list providing that no regular patrol officer will gain any particular preference and they will be treated equally on the list.

B. All extra work (paid detail) assignments will be paid at a rate set by the Union in consultation with the City, with a four (4) hour minimum provided that all work performed after the fourth hour will be billed for eight hours and every hour after eight. Detail assignments may be canceled by the vendor without penalty up to one hour prior to start time for assignment.

C. There will be a list set up for extra work (paid details). Included on this list will be all regular and reserve police officers in the Gloucester Police Department, provided, however, extra work (paid details) opportunities shall first be afforded to regular police officers before affording such opportunities to reserve police officers. Extra work (paid details) not paid for by the City must be authorized and assigned by the Chief of Police, subject as aforesaid. Construction and utility type details in this category will be similarly authorized and assigned by the Chief, subject as aforesaid. The rate for said extra work (paid details) will be set as in the past by the Union in consultation with the City.

D. The City agrees to appropriate the necessary funds, to be placed in the special fund authorized by C. 44, Sec. 53C of the General Laws, in order to pay police officers for all extra work (paid details) performed by them within thirty (30) days after the said extra work (paid details) is performed. In addition, the City may establish a fee not to exceed ten (10) per cent of the cost of services authorized under Section 53C, which shall be paid by the persons requesting such extra work (paid details) and shall be additional to the rate for said extra work (paid details) set forth in Paragraph B hereof.

E. No officer shall accept direct payment for private details.

F. Detail Books shall be maintained by the Union and supervised by superior officers.

G. 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.

H. 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.

ARTICLE XXV. AUXILIARY POLICE OFFICERS.

It is agreed that the Auxiliary Police Officers will be ordered to duty only in accordance with the provisions of the General Laws.

No Auxiliary Officers shall be appointed after July 1, 2013

ARTICLE XXVI. PISTOL PERMITS.
Officers' pistol permits shall be paid for by the City at the regular discount fees established by the Commissioner of Public Safety.

ARTICLE XXVII. NIGHT SHIFT DIFFERENTIAL.
Effective March 27, 2011, Each patrol officer assigned and/or working overtime (except swaps) on the 4-12 and 12-8 watch will receive an additional night shift differential pay. Effective July 1, 2013 that difference shall be of 8% for the 4-12 watch and 10% for the 12-8 watch. Vacation, sick, overtime and personal time shall be considered as time worked. An officer on IOD who was regularly assigned to a shift which entitled the officer to the differential shall continue to receive the differential while out on IOD. Night Shift Differential shall be considered part of the base pay for pension purposes.

ARTICLE XXVIII. SAVINGS CLAUSE.
All benefits and privileges encompassed by this Agreement shall remain in effect during the term of this Agreement and until a successor agreement is executed.

ARTICLE XXIX. EDUCATION INCENTIVE.

The payments shall be paid in two installments, the first on or about the first day of November, the second, on or about the first day of May. Determination of the amount payable shall be made on September 1st of each year, based upon the credit status of each officer at that time, for the amounts to be paid during the current fiscal year. It shall be included in the base pay for the purpose of computing holiday pay and shall be considered regular compensation for pension/retirement purposes. Each payment shall not be reduced because of an employee's absence on compensable or other leave. Effective June 30, 1996, education incentive shall be added to the base pay for all overtime calculations.

Education Incentive Pay is as Follow:

Associates Degree or 60 Credits	10%	of	base	salary
Bachelors Degree	20%	of	base	salary
Masters Degree or Juris Doctor	25%	of	base	salary

Effective July 1, 2013 each patrolman working the 4-12 watch shall Receive 8% additional pay for Night Differential payment on their Quinn Bill/Educational Incentive. Each Patrolman working the 12-8 watch shall Receive 10% additional pay for Night Differential payment on their Quinn Bill/Educational Incentive. The additional night shift differential will be paid the same payroll as Quinn and Educational Incentive is paid.

For those officers hired after July 1, 2013, the Educational Incentive shall be given on an annual basis as follows;: $2000 Associates, $3000 Bachelors, $5000 Masters. All degrees must be in Criminal Justice or Law Enforcement related.

All Patrolman and current reserves as of June 30, 2013 will be grandfathered into the current Education Incentive with 100% pay incentive. All Patrolman and reserves as of June 30, 2013 have the right to further their education to increase their educational and or Quinn Bill Incentive.

ARTICLE XXX. MANAGEMENT RIGHTS.

Subject to this Agreement and applicable law, the City reserves and retains the regular and customary rights and prerogatives of municipal management.

ARTICLE XXXI. STABILITY OF AGREEMENT

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.

The failure of the City or the Union 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 any such term or provision, and the obligations of the Union and the City to such future performance shall continue in full force and effect.

ARTICLE XXXII. STUDENT OFFICERS

A. Effective July 1, 2013, the following provisions shall apply to persons newly appointed full time police officers:

1. Student Officers are subject to General Laws Chapter 41 section 96B.
2. The student officer will be responsible for the complete tuition of the assigned MCJTC Police Academy and P.A.T. fee and all equipment required by Academy. The city agrees that it will pay tuition for the academy upfront as well as required equipment and then will take a weekly sum from the Student Officers payroll until reimbursement in full is made. If the student officer does not complete the academy or leaves the employment of the City of Gloucester for any reason, the Student agrees to immediately pay any outstanding balance for all tuitions and fees associated with his or her employment with the city. Upon completion of the Academy the officer agrees to pay the city $50.00 per check until Academy tuition and all equipment purchased for the academy is paid back in full.
3. Student Officers will be paid at 75% of step 1 of the pay plan in effect at the time of the MCJTC Academy Training. Upon Graduation student officers will go to step 1.
4. Student Officers shall participate at the academy in accordance with the Academy's training schedule and shall not be eligible for overtime, details or any other employment until successfully completion of Academy.
5. The Student Officer will sign the "Police Student Officer Condition of Employment"
6. Student Officers shall accrue 1 personal day for each four months worked as a Student Officer. Student Officers shall also accrue vacation, personal and sick time during academy training, and such time will be credited upon successful completion of the Academy. Then, in addition, on January 1 of the year following the successful completion of the academy, the officer will receive their annual personal and vacation day accruals.

ARTICLE XXXIII. SPECIALITY ASSIGNMENTS

Officers performing these assignments may work a "5 and 2" schedule at the mutual agreement of the Chief and the officer. Officer who opt for the "5 and 2" schedule will receive one and one-half compensatory days off each month while working said schedule.

Effective upon the execution of this Agreement, the City will post the assignments for bid. The senior qualified officer bidding on the assignment will be given the opportunity to successfully complete the specific training program required for the assignment. If he or she is qualified for the assignment after training, he or she will be awarded the assignment until the next opening, i.e. when the selected officer vacates the assignment.

Pending the posting and award of the assignments as set forth above, the officers currently performing the assignments shall work a "4 and 2" work schedule.

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

Shifts and hours of all specialty jobs will be mutually agreed upon by both the chief of police and that individual officer. If the chief request a change in shift or hours for a specialty position the senior officer in that unit shall receive first option. Both the Chief and that officer must mutually agree on shift and/or work hours change. Those specialty jobs are defined as **Detectives (Inspectors), School Resource Officer, Primary Boat Operator, Tech (IT) officer, Sex Offender Registry Officer, Domestic Violence Officer and Juvenile Officer.** The specialty jobs identified above whether they exist at the present time or future they will be filled by GPPA members. The chief will post all specialty assignment openings for 15 days. During the 15 days Officers are encouraged to submit resume's to the Chief. Those applying will be interviewed by the Chief or his designee. Patrolman must have 5 years post academy experience as a patrolman to be eligible for a specialty Job. Those who have been assigned to a specialty job will receive a $2500.00 payment each December or 2 comp days per month. The individual officer shall decide between the $2500 December payment or comp days. The $2500.00 payment will be considered part of the base pay for retirement purposes. The number of specialty jobs may be increased by mutual agreement of the chief and the GPPA e-board. The chief has the right to choose the most qualified patrolman for a specialty job from any watch as long as the patrolman fits the standards above (5 years experience). A patrolman shall not be removed from a specialty assignment except for just cause. Just cause shall include completion of termination of a specialty assignment position funded by a state or federal grant or cancellation of the grant. Employees covered by this agreement shall be limited to one specialty assignment at a time and only one stipend.

ARTICLE XXXIV. LIMITED/LIGHT DUTY.

Section 1. Purpose of Light Duty

Light duty is intended to allow the Chief of Police, after agreement by the City's Workers Compensation/Benefits Agent and Nurse Consultant, to assign partially incapacitated police officers,

who are capable of contributing to the work of the department, to perform certain regular duties of police officers, within their physical capacities. Light duty assignments are temporary in nature and apply only where it is expected that the police officer will return to full duty. Light duty assignments may be granted for periods of time as medically documented; however, each assignment may not exceed ninety (90) days. If a temporary disability is medically documented to exceed ninety (90) days, the matter shall be referred to a Joint LaborManagement Committee comprised of two management representatives and two union representatives. The Committee shall review all medical documentation, as well as the Department's continued need for the position, prior to granting or denying a continuation of each assignment at the conclusion of each ninety (90) day period. In the event the committee cannot reach agreement regarding the light duty assignment, then the matter shall be referred to the Mayor or his/her designee.

Light duty assignments under this Policy shall be effected when the incapacity is due either to an off-duty illness or injury or to an illness or injury sustained in the performance of duty as defined in General laws Chapter 41, Section 111F. An employee's return to light duty under this Agreement shall not impair any right to injured leave status if from time to time his/her physical incapacity prevents the performance of light duty.

Similarly, any employee who sustains a physical injury or reaggravation of his or her prior injury while performing light duty shall be eligible for injured leave. For the purposes of the Article, an employee's return to unrestricted work of less than four (4) regularly scheduled consecutive tours of duty shall not constitute a break in IOD status.

Section 2. Scope of Duties

The Chief shall assign an employee limited duty only to such tasks which the relevant physician approves as being medically appropriate for the employee's injury and to such light duties as are usually performed by bargaining unit employees.

The following assignments are presently allowed as light duty work:

* Filing
* Records Maintenance
* Crime Prevention/Community Policing
* E911 Dispatch
* Such other tasks as may be agreed upon by the City and the Union

Section 3. Safety Precautions

1. The foregoing limited police duties shall be station inhouse duties unless otherwise agreed by the City and the Union.

2. Limited duty assignments shall not involve prisoner contact, i.e., no prisoner checks or release of prisoners. There will be no disciplinary action taken against an employee assigned to perform limited duty tasks who fails to respond to incidents which could result in re-injury or exacerbation of injury.

3. An officer assigned to limited duty shall not be required to wear a uniform.

Section 4. Hours of Work

All light duty assignments shall be performed on an individual employee's regular shift. It is understood that assignments to limited duty tasks pursuant to the provisions of this Section are temporary in nature and shall not extend beyond the period of disability for full duty.

Section 5. Determining Eligibility for Light Duty

1. Based on supporting medical documentation, the officer may request a light duty assignment from the Chief. The Worker's Compensation/Benefits Agent may designate a physician to determine whether an employee is fit to return to limited duty. To facilitate such determination, the officer shall release to said physician any and all relevant medical records and reports. The City physician shall take into account such documentation.

2. Prior to or within one week of the results of the examination by the City's physician, the employee may schedule an appointment with his or her physician for a second opinion regarding his/her fitness for return to light duty. Otherwise, the employee shall report for duty as assigned. Upon request, the employee's physician shall be entitled to receive any medical records or reports from the City physician. If the employee elects to furnish a report from a physician of his or her selection and such report supports the certification and assignment for light duty, the employee shall report for duty when said report is furnished to the Chief but not later than the end of the seven day period provided for furnishing such report.

3. In the event there are two conflicting medical opinions concerning the employee's fitness to perform light duty, the following procedure shall apply:

(a) The two physicians shall endeavor to select a third physician who specializes in the area of the incapacity.

(b) Failing such agreement within ten (10) days, the third physician shall be selected from a panel of physicians agreed upon by the parties as experts within the medical specialty involved. Upon the signing of this agreement, the parties shall Exchange suggested specialty areas and nominees.

(c) The third physician shall be entitled to receive any and all relevant medical records and reports.

(d) The third physician shall conduct an examination of the employee at a time and place he or she determines, usually within two (2) weeks of his selection. Within three (3) days of completing the examination, the physician shall issue a written report setting forth his conclusion as to the employee's fitness for light duty. Said report shall be binding on the City, the employee, and the Union without recourse. If, in the medical judgment of the third physician, the employee is likely to be fit within thirty (30) days of the examination, he or she may reserve jurisdiction for that period. Similarly, if the third physician concludes that additional tests are necessary to make his or her determination of fitness for light duty, he or she may reserve jurisdiction and such tests shall be done within thirty (30) days. As part of the medical evaluating of fitness, consideration shall be given to the effects of any prescription medication being taken by the employee and reasonable accommodations shall be made in that connection.

4. If any employee elects to obtain a second opinion, his compensation shall be continued (under Section 111F, or sick leave to the extent available) until such opinion is obtained, and thereafter if the opinion is that the employee is unfit, unless and until the third physician determines otherwise.

5. Either the employee or the City prior to a light duty assignment may waive the above option for either a second or third physician opinion.

6. The parties and the employees shall cooperate in expediting any and all examinations of fitness under this policy.

7. The City shall bear the expense of any physician assigned by it; the expense of the third physician shall also be borne by the City.

8. A copy of this policy shall be provided to any physician rendering a determination hereunder.

9. Where an employee reports for light duty, but such duty has unanticipated consequences calling into question his fitness for such duty, he or she shall be referred for medical evaluation under the policy set forth above.

Section 6. Other Provisions

1. The light duty policy shall be applied in a nondiscriminatory fashion.

2. This policy shall have no application where the Department Head files an application for involuntary retirement. Nor shall this policy apply in the period between the employee's submission of all necessary forms in applying for an accidental disability retirement - including his or her physician's report certifying that his or her job-related incapacity is likely to be permanent - and the retirement board's action on the application. Accordingly, upon submission of such forms, the light duty assignment shall be terminated and the employee shall be restored to Section 111E leave or sick leave as the case may be. The employee shall provide a copy of his or her physician's report to the Personnel Department.

3. Limited duty assignments will not be made to avoid seniority choices of employees in accordance with other provisions of this Agreement, nor shall any employee on full duty be bumped from his or her "bid assignment" as a result of an employee or employees being assigned limited duty under this section. However, employees may be re-assigned to other "non-bid" assignments to accommodate limited duty assignments.

4. The Chief of Police, with agreement of the Workers Compensation/Benefit Agent and Nurse Consultant, shall determine whether a position is available which the employee is capable of performing and may or may not assign him or her to fill the position, provided, however, that the Chief of Police shall not unreasonably withhold limited duty assignments from any such employee who requests them while on sick leave. Assignments to limited duty tasks may be changed at the discretion of the Chief with agreement by the Workers Compensation/Benefits Agent and Nurse Consultant.

ARTICLE XXXV. SAFETY PROTOCOL.

A. In order to meet the basic needs of community public safety and order, the City commits to provide the following levels of street patrol officers on each shift:

SHIFT	WEEKDAYS/ WEEKNIGHTS	WEEKENDS/ HOLIDAYS
DAYS (8 a.m. - 4 p.m.)	4	4
EVENINGS (4 p.m.- midnight)	4	4
MORNINGS (midnight- 8 a.m.)	4	4

B. Included within these standards are:

(i) Patrol Officers assigned to patrol vehicles.

(ii) Patrol Officers in uniform, regardless of assignment, who are in proximity to a police motor vehicle and immediately available to respond to calls for service and to back up other officers.

C. The safety protocols in section A, above, are based on three (3) patrol officers being assigned inside the station, with two working. as E-911 Operators and one as the House Officer. In the event that two patrol officers are assigned inside the station on a particular shift, the number of patrol officers called for in the safety protocol in section A, above, shall increase by one for that particular shift.

D. There shall be at least one patrol officer assigned on each shift to the present position of House Officers. The Watch Commander shall assign specific duties to this officer, including but not limited to filling in for and assisting E-911 Operator/s, dealing with the public at the front desk and over the phone in non-emergency situations, prisoner checks, transporting prisoners to the hospital, and other duties as reasonably assigned. Watch Commanders shall have discretion to assign patrol officers as E911 Operators and House Officers, as currently exercised. It is understood that this discretion shall be reasonably exercised in order to meet the needs of the Department. Those needs include the necessity of keeping all officers familiar with the use of the E-911 system on which they are to be trained. Officers' assignment preferences and seniority may be given due consideration, although Watch Commanders, as directed by the Police Chief, shall have final authority over assignments. In no event shall an officer be punitively assigned to a position for retribution or punishment purposes. In order to assure compliance with the Americans with Disabilities Act, provision may be made for officers on light duty.

E. The City's compliance with this standard shall be reviewed on a monthly basis retrospectively by a five-member Safety Task Force, which shall include the Chief of Police, three patrol officers selected by the Association, and one member of the Gloucester Police Department Superior Officer's Association. Following each meeting, the Task Force shall indicate its findings and recommendations through a monthly written report to the Mayor.

ARTICLE XXXVI. FAMILY and MEDICAL LEAVE ACT.

The Union accepts the City's FMLA policy with the following amendments:
a. In cases where an employee has not requested FMLA leave, the City shall notify the employee in writing as soon as it determines that the employee's leave is being designated as qualifying under the FMLA.

b. The employee who receives such notice shall have an opportunity to appeal such designation and denial of such appeal shall be subject to the grievance procedure.

c. Employees who have not requested FMLA leave have no additional obligation to provide medical documentation beyond those obligations already provided in this Agreement and no penalty shall be imposed on such individuals for failure to provide additional documentation.

d. An employee who uses FMLA leave shall be returned to his same position, or a similar position if his position no longer exists, once he is able to return to work. Ability to return to work after FMLA leave shall be determined in the same manner as return to work from sick or injured leave.

e. If an employee has exhausted all his paid and unpaid leave, including FMLA leave, and shows by competent medical evidence that he is likely to return to work within three months, the City shall grant him additional unpaid leave in one-month increments until either (a) the employee returns to work; (b) the employee retires; or (c) the City determines by competent medical evidence that the employee is not likely to return to work within six months.

ARTICLE XXXVII. MISCELLANEOUS

A. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated or to be promulgated by the Chief of Police or the City.

B. An employee shall not be required or requested, directly or indirectly, to submit to interrogation which could lead to disciplinary action or which he reasonably may expect could lead to such action, without his first being entitled to be represented by an Union representative and counsel, if he so requests. in such event, the interrogation shall be postponed so that an Union representative and counsel may be present, not later than 10 a.m. of the third day following the scheduled day for the interrogation, unless a later date is mutually agreed upon. Counsel, if available, and a Union representative may be present during the interrogation of said employee, and may be participants in such proceeding.

An employer request that an employee submit a written report shall constitute "interrogation" for the purposes of this section, in which event the employee shall not be required to submit said report until forty-eight (48) hours after such request, unless a later date is mutually agreed upon.

C. Each full time regular patrolman shall earn five personal days on January 1 of each year, those personal days must be used within the calendar year. Watch Commanders shall approve personal days two below protocol. Student Officers shall accrue 1 personal day for each four months worked. As a Student Officer. Student Officers shall also accrue vacation, personal and sick time during academy training, and such time will be credited upon successful completion of the Academy. Then, in addition, on January 1 of the year following the successful completion of the academy, the officer will receive their annual personal and vacation day accruals

D. DIVERSITY

The parties recognize the racial, ethnic and cultural diversity that exists in the City of Gloucester and agree that training which enhances the ability of employees to deal with such diversity in police situations may be helpful to the Police Department in carrying out its mission. Accordingly, they agree to cooperate in the implementation of a diversity training program to be administered by the Gloucester Personnel Department.

E. HEPATITIS B VACCINE PROGRAM

The City shall. implement a Hepatitis B vaccine program for the safety of all officers.

F. HEALTH AND FITNESS STANDARDS

The parties agree to form a joint committee with a goal of establishing health and fitness standards to be implemented for all members of the bargaining unit during the term of this Agreement. The Committee shall have three members appointed by the Mayor and three members appointed by the Union.

The Committee shall meet at regular times and shall provide an initial written progress report to the Mayor and the Union, with subsequent written progress reports provided at ninety (90) day's intervals thereafter.

The provisions of this section shall not be interpreted as a waiver of the rights of either party with respect to the issue of Health and Fitness standards.

The Joint Labor Management Committee established to develop Health and Fitness Standards shall also address the issue of the City-wide Employee Assistance Program, including a Stress Management Program and access to a specially trained Police psychologist. An initial written progress report shall be provided to the Mayor and the Union, with subsequent written progress reports provided at ninety (90) day intervals thereafter.

Prior to the expiration of this agreement, if the GPPA and Chief can agree on terms of a voluntary fitness incentive each Patrolman who passes the incentive shall be paid $500.00

G. MERIT STANDARDS

The parties agree to form a joint committee whose goal shall be to agree on merit standards, as a basis for an employee evaluation system to be implemented during the term of this Agreement. The Committee shall have three members appointed by the Mayor and three members appointed by the Union.

The Committee shall meet at regular times and shall provide an initial written progress report to the Mayor and the Union, with subsequent written progress reports provided at ninety (90) day intervals thereafter.

The provisions of this section shall not be interpreted as a waiver of the rights of either party with respect to the issue of merit standards and employee evaluations.

H. TIME OFF REQUESTS.

The City will not deny time off requests provided that such request do not impact the safety protocol.

I. PAYROLL

The Association agrees to a revision of the payroll procedures to eliminate advance payment of weekly wages, so long as the method of revising those procedures spreads out the process over a one-year period. *All officers will be paid by direct deposit.*

J. PARKING LOT

The Association agrees to the movement of the parking facilities for employees' personal vehicles from the current facility to the Fitz Hugh Lane parking lot (as referenced by Ordinance 04-05, 5/11/04), so long as: (1) the Association may designate a voting member to sit on the committee designing the configuration of the parking lot; and (2) the new parking lot will provide space equivalent to the current lot, that is, for at least 23 personal vehicles of police personnel, which number does not include any spaces reserved for court personnel.

K. MEDIATION

The parties agree to utilize the services of the Massachusetts Board of Conciliation and Arbitration or similar labor mediation agency to attempt to resolve all outstanding grievances. In the event that, despite good faith efforts by both parties, mediation is unsuccessful, each party shall retain authority to assert its position with respect to any unresolved grievance(s) without prejudice.

L. RESIDENCY

Notwithstanding city ordinance, no member of the bargaining unit shall be required to reside in the City of Gloucester so long as officers subject to G.L. c.41, §99A live within limits established by said law.

M. RETIRED POLICE OFFICERS & EXTRA WORK ASSIGNMENTS

Officers who agreed to early retiree terms from the City as of April 09 may continue to work details list alongside active officers until April 2010. All other retired Gloucester police officers may become Special Police Officers and work paid details after all sworn members of the Gloucester Police Department have been unable to fill such details. The Department shall require that such retired officers provide medical certification of good health and be in good standing within the Department. Officers receiving disability retirement benefits shall be ineligible for this benefit. Retired Officers must maintain CPR, First Responder, and firearms training and qualification on their own time.33999

N. 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.

O. OUT OF TOWN TRAVEL

In the event a patrol officer has to leave the City for the following; prisoner transports, transporting prisoners to court, or any investigation that may require a patrol officer to leave the City, Protocol shall be maintained. The city will not have to maintain protocol for Patrolman traveling to Essex, Rockport or Manchester

P. STIPENDS

All stipends will be pro-rated upon resignation, death or retirement. This includes, but is not limited to Educational Incentive including Quinn Bill, Longevity, EMT, Clothing/Cleaning Allowance, Vesta Training, Detectives (Inspectors), School Resource Officer, Primary Boat Operator, Tech (IT) officer, Sex Offender Registry Officer, Domestic Violence Officer and Juvenile Officer.

Q. Two officers will be hired for each; Wingaersheek and Good Harbor Beach and one officer for Stage Fort park each Saturday and Sunday from Memorial Day weekend to Labor Day as well as July 3rd, July 4th, Memorial Day and Labor Day. Work will be hired off "D" List. The Chief retains the right to cancel these jobs consistent with existing practice (weather).

R. The city and GPPA will form a committee to explore using a test/assessment process for the next Sergeants exam. Both GPPA and city must agree to change the current promotional exam. GPPA committee shall be formed by the President, Vice President and one member from each watch. The GPPA will agree to change the Promotional Exam process only with civil service approval. The GPPA reserves the exclusive right to return back to the current civil service Sergeants testing process at anytime. Candidates must have 5 years as a patrolman on the Gloucester Police Department to participate in Promotional Exams/Assessment

The parties agree that the Holdover Policy put into effect in October 2010 has now been rescinded and that the pre existing practices concerning holdover that were the practices prior to October 1, 2010 are back in effect and shall be maintained. That policy is that if there is a need for an officer to be held over, the junior officer shall be held over.

Any legal actions taken by the parties between July 1, 2010 and the date that this Memorandum of Agreement (including but not limited to the processing of disciplinary hearings, grievances, arbitrations, unfair practices and court cases,) shall be considered to be effective and to have been taken pursuant to the provisions of this new Agreement.

GPPA agree only to the current recording audio/video cameras at the booking room, cell block area, and breathalyzer room. Both parties agree that no audio/video recording cameras will be placed in the lobby area. The lobby area will have audio/video cameras but will not be recorded. Audio cameras in the lobby shall only be used to hear conversations in the lobby area.

GPPA agree to use Swipe cards.

Any language changes to the Body Amour Vest Policy, Cameras, or Swipe Cards, made by the city as a result of bargaining with the GSOA will be applied to the GPPA bargaining unit members unless GPPA objects. This MOA matter will be reopened if any financial benefit is received by GSOA that the GPPA did not receive on these matters.

This Agreement is subject to ratification by the Union and approval by the Mayor.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of June 27, 2013.

CITY OF GLOUCESTER, GLOUCESTER POLICE PATROL ASSN, MCOP LOCAL 344

By its Mayor

Carolyn Kirk, Mayor

Sally Polzin, Personnel Director

Jim Duggan, CAO

Leonard Campanello, Police Chief

By its authorized representatives

Jeremiah Nicastro, President

Ronald Piscitello, Vice President

Joseph Catarino, Secretary

Leon Stuart, Treasurer

APPROVED AS TO FORM: