

Collective Bargaining Agreement  
Between the  
City of Melrose  
And  
Melrose Police Officers Association



July 2, 2012 - June 26, 2015

Fiscal Year 2013 to Fiscal Year 2015

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The following contract, effective July 2, 2012 through June 26, 2015 except as herein otherwise provided, is made by and between the City of Melrose (hereinafter referred to as the "City") and the Melrose Police Association (hereinafter referred to as the "Association") is designed to maintain and promote a harmonious relationship between the City and its employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

## **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

The City hereby recognizes the Association as the exclusive representative and certified bargaining agent for all employees of the City of Melrose Police Department as described in the decision of the Labor Relations Commission dated August 12, 1968 and the Certification dated September 3, 1968, as amended by the Agreement for Consent Election filed April 30, 1974 in Case No. MCR-1383 and the Certification of Representative dated June 14, 1974 in said case No. MCR-1383 excluding therefrom the Chief of Police (hereinafter the "Chief"), all employees of the Melrose Police Department employed in the classification of Police Officer in the grade of Lieutenant-inspector, Lieutenant, Sergeant-Inspector, and Sergeant, all provisional reserve police officers, all secretarial and clerical employees, the civilian custodian and all other employees of the City of Melrose. It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employees.

### **ARTICLE 1.1 - NON-DISCRIMINATION**

The City and the Association agree that they will not discriminate against any employee on the basis of race, color, religion, creed, age, sex, national origin, handicap or sexual orientation.

## **ARTICLE 2 - ASSOCIATION ACTIVITIES**

**Section 1.** Three members of the Association negotiating committee shall be granted reasonable leave from duty with no loss of pay or benefits for all reasonably necessary meetings between the City and the Association in the City for the purpose of negotiating the terms of the Contract. Such on duty employees will be properly uniformed and equipped and shall monitor a portable radio and be prepared to respond to calls for service which cannot be handled promptly or adequately by other on-duty personnel.

**Section 2.** All police officers in the bargaining unit shall have the right to join the Association and to engage in Association activity. There shall be no intimidation, coercion or discrimination of any kind against any police officer in the bargaining unit because of membership in or activity on behalf of the Association. The City shall provide space for a four foot by eight foot bulletin board for the posting of notices concerning Association business and activities, (and one legal size file in the police station to be used by the Association). The Association shall have the use of the guard room in said station at reasonable times upon request therefor to the Chief by at least three (3) days' advance written notice for meeting of said Association. In the event that the Chief

allows one or more on-duty officers to attend such meeting, they must do so in uniform (if so assigned) and be properly equipped and prepared to respond to any calls for service.

### **ARTICLE 3 - DIRECT DEPOSIT**

Employees shall have their weekly wages deposited into a bank account of their choice. Direct deposit shall begin as soon as possible after the employee has completed proper paperwork. Each weekly payroll check will be accompanied by an itemized voucher showing deductions made from wages.

### **ARTICLE 4 - VACATIONS**

Vacation time shall be granted and computed as set forth in General Laws, Chapter 41, Sections 111 A and 111 D, it being understood that the work "week" as used therein means five (5) working days, i.e., an officer entitled to three (3) weeks' vacation is entitled to fifteen (15) working days off.

- After completion of six (6) months of service within the calendar year of hire, one (1) week of vacation, as currently provided;
  - After completion of one (1) year of service, two (2) weeks of vacation;
  - After completion of five (5) years of service, three (3) weeks of vacation;
  - After completion of ten (10) years of service, four (4) weeks of vacation;
  - After completion of fifteen (15) years of service, five (5) weeks of vacation;
  - Vacation leave credits shall vest on January 1 of each year, and during each calendar year on an employee's anniversary date when he/she reaches any of the eligibility milestones (i.e., 1 year, 5 years, 10 years and 15 years of service).
- a. Vacations shall be chosen in rank by seniority and the vacation period roster shall be published on or about October 15th of each year
  - b. Swapping or exchanging of vacations or any part thereof with other officers in the same division will be allowed, after an officer has first drawn from the group to which said employee is assigned.
  - c. If officers want to split their vacation with another officer in the same shift, they can.
  - d. An officer may request from the Chief a variation of said employee's vacation.
  - e. Patrol Officers in the Uniform Division may use 5 vacation days in single day increments, provided that no more than two Officers are on vacation leave for the same shift. This may consist of a combination of one Officer with the pre-scheduled vacation day along with an individual day request or two officers selecting individual vacation days. Notwithstanding the foregoing, individual vacation days may not be used on the following shifts: October 31 C Shift and December 31<sup>st</sup> C shift.

- f. Administrative Scheduled Officers will coordinate their five individual selected days with their immediate supervisor.
- g. To request an individual day the Officer must email the Chief a minimum of two weeks in advance.
- h. Requests for individual vacation days with less than two weeks' notice shall be made in person, by phone or electronically (email) to the Officer in Charge, Patrol Commander or the Operations Supervisor.
- i. An Officer whose individual vacation day request is approved by a supervisor pursuant to "n" above shall notify the Chief in writing or by electronic mail upon returning to work for his or her next regular scheduled shift. The notification will include the approved individual vacation day date, shift and which pre-selected day will be adjusted from his or her vacation accruals.
- j. In determining the Officer who will receive the single vacation day approval when multiple requests are received for the same shift, the Officer requesting the individual vacation day first shall be given preference. Individual day requests will not be accepted until all Officers have selected their pre-selected vacation weeks. The Chief or his designee will notify officers upon the completion of the vacation picks via department email.
- k. Officers are responsible for requesting and receiving approval to use individual vacation day(s) pursuant to this agreement. Officers that fail to comply with this agreement may have vacation day(s) drawn from pre-selected vacation accruals at the administration's discretion.
- l. Appendix B: Vacation Selection Side Letter, dated April 2000 and attached hereto has further restrictions and obligations dealing with the approval and administration of vacation time. The Chief's intention is to strictly enforce said side letter agreement as well as any additional memoranda of understanding subsequently executed between parties dealing with the approval and administration of vacation time in the Police Department.

The police special units such as traffic department, prosecutors, inspectors or officers of Juvenile Division and police mechanic, will not be considered as part of the department for the selection of vacation time. They will have a separate drawing of vacations.

## **ARTICLE 5 - COURT TIME**

Any police officer in the bargaining unit who attends Court (including administrative agencies) in connection with the performance of said officer's duties: (a) as a witness for the Commonwealth in a criminal action, or (b) as a witness in a civil action (including administrative proceedings), at a time when said officer is not scheduled to work shall be paid at time and one-half said officer's regular hourly wage during such attendance at Court, but, in no event, shall less than four (4) hours compensation be paid (at time and one-half).

An employee performing court-time duty until 11 A.M. or thereafter, after completing a “last-half” tour of duty (commencing at 11:45 P.M.) and scheduled to report for a “first-half” tour of duty (commencing at 3:45 P.M.) on the same day, may, at the employee’s option, report for work at 6:45 P.M. and work until the end of said employee's scheduled tour of duty, without-loss of pay or benefits, provided said employee has notified the Department to such effect prior to 2:00 P.M. on such day.

#### **ARTICLE 6 - LEAVE FOR DEATH IN FAMILY**

Each employee in the bargaining unit shall, in the event of death in the employee's immediate family, be granted leave without loss of pay for four consecutive days commencing with the day of death. The employee shall not be required to return to work until the day after the funeral. For the purposes of this Article, the "immediate family" shall mean and include the following: mother, father, grandparents, grandchildren, mother-in-law, father-in-law, sister, brother, spouse, child, brother-in-law, sister-in-law, or relative residing within the employee's household.

#### **ARTICLE 7 - SHIFT SWAPS**

Each employee in the bargaining unit shall be granted permission to swap a shift upon reasonable written notice to the Chief provided

- a. Such substitution does not impose any additional cost on the City;
- b. Such substitution is within rank only;
- c. The officer in charge of the division in which the substitution takes place shall be notified in writing on an appropriate form not less than one day prior to its becoming effective, except in the case of emergency, in which case notification may be made by telephone;
- d. Neither the department nor the City shall be responsible for enforcing any agreements made between employees in the bargaining unit.

An officer, upon request, may substitute an out of turn tour of duty for said employee's regularly scheduled tour of duty, provided such substitution is approved by the Chief. Such substitution shall not be considered overtime.

#### **ARTICLE 7.5 - LIGHT DUTY AND INJURED LEAVE**

**Section 1. Incapacitation.** An employee incapacitated for duty because of sickness, injury or disability sustained in the performance of his duty without fault on his part, or an employee assigned to special duty, whether or not he is paid for such special duty by the city, is so incapacitated because of sickness, injury or disability so sustained, shall be granted injured leave without loss of pay or other compensation for the period of such incapacity, and this pursuant to G.L. Ch. 41, Section 111F, as modified hereunder and subject to the provisions of this Article.

The term “duty” shall include limited duty tasks described and defined in this Article. It is understood that the words “sickness, injury or disability” shall be interpreted in the same manner

as the words “incapacitated for duty because of injury sustained in the performance of his duty” in G.L. c. 41, §111F.

**Section 1.1 Determination of Incapacity.** An employee requesting injured leave shall notify the Chief as soon as possible, providing information about the event causing the injury, its nature, the names and addresses of all medical providers, the medical record/report establishing the injury, and authorizations to obtain the pertinent medical records relating to the injury. If the Chief denies the claim, he shall provide written notice of the denial to the employee within thirty (30) days of the event, provided he has received timely notice.

Pending the Chief’s determination, the Employee will be placed on sick leave. If it is later determined, however, that the employee is entitled to leave under G.L. ch. 41 §111F, such leave shall relate back to the first day of absence and all sick time, and other compensable leave time, used shall be restored and credited to the employee.

**Section 2. Examination Treatment.** An employee so absent from duty shall be entitled to examination and treatment by a physician of his own choice, and may be examined from time to time by a City physician, at City expense, upon direction of the Chief.

The employee’s physician shall be afforded full opportunity to consult with the City’s physician as to the employee’s fitness to resume police duty. If the employee’s physician and the City physician disagree as to such “fitness”, they shall thereupon jointly designate a physician agreeable to both who, at the City’s expense, shall examine the employee and render a written medical opinion as to the employee’s fitness, copies of which shall be transmitted by him to both the City physician and his own physician.

Pending receipt of such opinion, the City shall not require the employee to return to duty and shall continue to fully compensate him/her on paid injured leave for lost time due to any such absence.

If the third physician determines that the employee is not fit to return to duty, the employee shall be continued on paid injured leave.

If the third physician determines that the employee is fit to return to full duty or fit to return to limited duty, the employee shall no longer be continued on paid injured leave.

The opinion of the third physician shall be final and binding on the parties. His/her determination shall not be subject to the grievance/arbitration provisions of this Agreement.



No injured leave benefits shall be granted for any period after an employee has retired or been pensioned in accordance with law or for any period after a physician, jointly designated as above set forth, determines that his/her incapacity (as set forth in Section 1) no longer exists for full duty.

**Section 3. Limited Duty.** An employee shall be fit to return to duty if capable of performing limited police duties on either a full time or less than full time basis.

Limited duty tasks are solely the following:

- a. General clerical work;
- b. Schooling (non-physical);
- c. Such other tasks as may be agreed on by the Chief of Police and the Association.

The foregoing limited police duties shall be station in-house duties unless otherwise agreed by the Chief of Police and the Association.

The Chief of Police will make every reasonable effort where possible to make assignments of limited duty to the same shift as the employee was then assigned.

Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief, subject only to the provisions contained in this Article. Limited duty assignments shall not involve prisoner processing. No disciplinary action will be 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.

It is understood that assignment to limited duty tasks pursuant to the provisions of this Section are temporary in nature and shall not extend beyond the period of incapacity for full duty.

Limited duty assignments will not be made to avoid seniority choices of employees in accordance with the provisions of this Agreement.

**Section 4. Indemnification.** An employee assigned to limited duty under the provisions of this Article shall be entitled to indemnification as set forth in M.G.L. ch. 41, Sec. 100. The provisions of this Article shall not constitute a waiver of said rights.

**Section 5. Re-Examination.** In the event an employee is unable to perform limited duty tasks and his/her physician so states, the third physician process above provided, shall be resorted to in the event that the City physician disagrees, provided, however, resort to the third physician process in such event shall not occur sooner than sixty (60) work days after limited duty tasks first commence; provided, further, pending the conclusion of such process, the employee may be returned to paid injured leave status under Section 1. However, pending the conclusion of such

process, the Chief may assign the employee to another one of the task(s) set forth in Section 3 above, or may return the employee to injured leave status.

**Section 6. Voluntary Duty.** Nothing in this Article shall preclude an officer returning to limited duty on the advice of his own doctor, subject, however, to the opinion of the City physician if so requested by the City in such case.

**Section 7. Uniform.** An officer returning to limited duty shall wear his uniform or plainclothes as determined by the Chief of Police, provided, however, a determination by the Chief that an officer shall wear his uniform shall take into account the safety of the officer and the possibility of reinjury or exacerbation of injury. No officer, however, shall be required to wear his uniform to and from work.

**Section 8. Full Duty Employees.** Limited duty assignments shall not be made or used to replace any full duty employee regularly assigned to the Station/Communications without the consent of the Association.

**Section 9. Expedite Medical Information.** In order to expedite receipt of pertinent medical information (and therefore payment of medical expenses, etc.), employees who are treated at a hospital, or by a physician of their choice, shall sign a form releasing to the Police Department any and all medical and hospital records and documents pertaining solely to the nature, extent and cause of the particular sickness, injury or disability incurred in the performance of duty, or reoccurrence thereof, involved.

**Section 10. Paid Details.** No officer on limited duty or light duty will be allowed to work any police details, and will not be allowed to work any overtime.

**Section 11. Sick or Injured Off Duty - Limited/Light Duty.** Any officer who is out sick for a long period of time and is using his own sick leave will also have the option of returning to work under light or limited duty as is specified to in the above-mentioned policies and procedures.

## **ARTICLE 8 - MASSACHUSETTS POLICE ASSOCIATION ACTIVITIES**

No more than two (2) employees in the bargaining unit may be excused from duty and from attendance at the police station or other place for not more than two (2) days in any year without loss of pay while in attendance as delegates at the annual convention of the Massachusetts Police Association held within the Commonwealth.

## **ARTICLE 9 - UNIFORM AND CLOTHING ALLOWANCE**

Each employee in the bargaining unit may be allowed One Thousand Two Hundred Fifty Dollars (\$1250.00) per year, as a clothing and uniform allowance which shall be under the control and

supervision of the Chief. Members will receive Uniform and Clothing Allowance in equal payments on or before July 15 and December 15 of each year. The aforementioned uniform and clothing allowance shall be in the form of a cash payment to each of the regular police officers. Anything contained herein to the contrary notwithstanding, the Chief may, at any time, terminate the aforementioned cash payment form of uniform and clothing allowance, for any or all employees, and return, for the succeeding fiscal years, to a voucher system previously in effect or such uniform purchase system as the Chief determines in the best interest of the Department. The Chief, prior to any such termination, shall so advise the Association. The termination of the cash form of uniform and clothing allowance as to any or all employees, as aforementioned, shall not be subject to challenge.

#### **ARTICLE 10 - LEASH LAW CONTROL**

No dead animals shall be handled by employees in the bargaining unit. The City shall furnish employees in the bargaining unit adequate dog restraining equipment for the capturing, holding and delivering thereof or otherwise performing the duty of a dog officer.

#### **ARTICLE 11 - POLICE PERSONNEL AND AUXILIARY POLICE**

The City or the Chief under no circumstances shall hire or engage any person or persons whether paid or not for police duty other than an employee in the bargaining unit, or in the bargaining unit described in Case No. MCR1383, unless no such police officer is available. The foregoing is not to affect hiring of traffic supervisors for school crossings, special police at polling places and auxiliary police at Sunday church attendance. The Union will provide the Chief with a list of officers who are available for work. The Civil Defense Act and its operation by the City shall in no manner be affected by this Article. In the absence of a declared emergency by proper authority or unusual assemblage of people, no auxiliary police shall be hired or otherwise engaged when a police officer in the bargaining unit is available for special detail.

#### **ARTICLE 12 - EXTRA PAID DETAILS**

The following provisions shall govern the assignment of extra paid details to police officers in the bargaining unit and in the bargaining unit described in Case No. MCR-1383 where the detail is to be paid for by another city department, by a government body or by an outside individual, group, corporation or organization:

- a. Such assignments shall be made by the Chief or the Chief's designated representative who shall be of the rank of sergeant or above and shall be distributed among the employees in the bargaining unit and in the bargaining unit described in Case No. MCR-1383, as equitably as is possible. Acceptance of such assignments shall be on a voluntary basis. The assigning officer may not delegate this responsibility to a third party. The department shall maintain a record of all such assignments which may be examined at any reasonable time by a representative of the Association.

- b. No such assignment shall be made until the person or organization requesting service has agreed to pay the rates established and agreed upon by the Chief and the Association.
- c. No such assignment shall be made to regular reserve police officers unless all employees are unavailable or decline the assignment. No such assignment shall be made to provisional reserve police officers, auxiliary policemen, special policemen or other persons unless all employees in the bargaining unit and the bargaining unit described in Case No. MCR1383 are unavailable or decline the assignment.
- d. The City agrees to prohibit the use of civilian flagmen for any paid detail work assignment within the limits of the City of Melrose.

### **ARTICLE 13 - OVERTIME**

Any police officer in the bargaining unit who is ordered by the Chief (or, in the Chief's absence, the officer in charge of the Police Department) to report for duty and does so during the period of time that the employee normally would be off duty shall be paid at an overtime rate of time and one-half of the regular hourly wage computed on the basis of a thirty-seven and one-half (37 1/2) hour workweek. Any police officer in the bargaining unit who is so detailed shall be paid a minimum of four (4) hours pay at the rate set forth herein. Subject to the needs of the Department, reasonable notice will be given of scheduled overtime.

### **ARTICLE 14 - POSTING OF OVERTIME**

The Chief shall maintain a complete record of all overtime and special details and shall post monthly such record on the Association bulletin board. An up-to-date record of each employee's accumulated overtime shall be sent to the secretary of the Association within the month of January for the purpose of posting on the bulletin board.

### **ARTICLE 15 - HOLIDAYS**

The following days shall be considered holidays with pay during the term of this Contract:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Labor Day
President's Day	Columbus Day
March 17	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	
Christmas Day	

When a holiday falls on a Sunday, it shall be observed on the following Monday. Any employee in the bargaining unit who is scheduled to work on any holiday shall be given an additional day off, or if such additional day off cannot be given because of personnel shortage or other cause, the employee shall be entitled to an additional day of holiday pay calculated on the basis of 1/4 of a week's pay. Such additional day's pay shall be based and computed on a thirty-seven and

one-half (37 1/2) hour workweek. Any employee in the bargaining unit whose regular day off falls on a holiday shall be given an additional day off or an additional day of holiday pay calculated on the basis of 1/4 of a week's pay in lieu thereof, at the discretion of the Chief. Such additional day's pay shall be based and computed on a thirty-seven and one-half (37 1/2) hour workweek.

#### **ARTICLE 16 - UNUSED TIME OFF AND OVERTIME**

Employees in the bargaining unit shall be compensated in their paycheck no later than December 1st of each year for all unused time off accrued during the preceding eleven (11) months on account of holidays, court time or for any other reason which has not been previously paid within said eleven (11) month period. Employees in the bargaining unit shall be compensated in their paycheck no later than December 31 for all unused time off accrued during the month of December. Employees in the bargaining unit shall be compensated for any accumulated (unpaid) overtime and other time off due when they are permanently separated from employment as a result of voluntary resignation, discharge, retirement, death, or any other reason. In the event of death, payment is to be made to the estate of the employee or the employee's designated beneficiary. The amount of payment of all unpaid overtime is to be calculated as provided in this contract at the employee's overtime rate in effect at the time such overtime was performed. The overtime list shall consist of each member of the Department, and shall be maintained by the Department, and a copy shall be posted on the bulletin board.

The record shall show the date of the call and the response from each person called as to whether it was refused or if no answer. If an employee refuses, said employee will be automatically passed by until a complete cycle of the list has been made. This list shall allow for a uniform method of rotation on a voluntary basis of off-duty officers. There shall be no discrimination against any employee who declines to work overtime. The Chief may order overtime duty in rotation if all available employees in the department have refused to work.

Members of the Union may request the use of compensatory time and – unless staffing levels fall below three officers on sector assignment during the shift for which use of compensatory time is being requested – shall be allowed the use of such time by the Chief. In the event the Chief receives multiple requests for use of compensatory time for the same shift, and due to operational needs the Chief can only permit one such request, he shall grant such requests by order of seniority, unless staffing levels allow more than one request to be granted. Nothing contained in this section shall prevent the Chief from hiring additional officers for special assignments, and said assignments shall not be counted toward the above-referenced sector assignment staffing levels;

Going forward, members of the Union shall submit to the Department's Operations Supervisor – in writing – on or before January 15<sup>th</sup> of each calendar year their individual request to receive

payment for any compensatory time that was accrued and unused during the preceding calendar year. There will be no exceptions for members of the Union who fail to make their request by January 15<sup>th</sup>;

The City shall make payment for any request to “cash out” compensatory time on or before July 15<sup>th</sup> of the same year in which said request is made.

At all times, members of the Union shall act reasonably and in good faith in striving to utilize compensatory time; and the Police Chief shall act with the same level of reasonableness and good faith in working to ensure that such requests are granted, consistent with the terms of this section.

#### **ARTICLE 17 - DISCIPLINARY ACTION**

No employee in the bargaining unit shall be discharged, suspended or disciplined except for just cause.

#### **ARTICLE 18 - EMPLOYEE GROUP HEALTH AND LIFE INSURANCE**

The provision of health insurance benefits to members of the bargaining unit shall be in accordance with any agreement reached with the Public Employee Committee as required by G.L. c.32, §19. Basic Life insurance premiums will be paid 75% by the City and 25% by the employee. Any future additional premium cost during the term of this agreement for life insurance coverage shall be shared on the same basis as noted.

#### **ARTICLE 19 - HOURS OF DUTY AND REGULAR WORKWEEK**

##### **Section 1. Work Week. Work day.**

The regular work week of employees shall consist of not more than forty (40) hours, and the regular work day shall consist of not more than eight (8) hours. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular starting time and quitting time. Work schedules shall be posted on the Department bulletin board.

The regular tours of duty/work shift and hours of work of the day, the two alternating night shifts and the permanent first half shift and last half shift are as follows:

- a. Shift 1 is the day shift; its hours are from 7:45 A.M. to 3:45 P.M.
- b. Shift 2 is a night shift; its hours are from 3:45 P.M. to 11:45 P.M.
- c. Shift 3 is a night shift; its hours are from 11:45 P.M. to 7:45 A.M.
- d. Shift 4 is a night shift; its hours are from 11:45 P.M. to 7:45 A.M. (split shift)
- e. Shift 5 is a night shift; its hours are from 3:45 P.M. to 11:45 P.M. (split shift)
- f. Shift 6 is both a day and night shift; its hours are from 3:45 p.m. to 11:45 p.m. (2 shifts) and from 7:45 a.m. to 3:45 p.m. (2 shifts)

- g. Shifts 2 and 3 shall alternate between first and last half tours of duty on their second and third tours of duty, in accordance with present practice.

**Section 2. Work Schedules, Day-off or Squad Schedules.**

- a. All employees shall receive not less than one hundred twenty-one and one-third ( $121 \frac{1}{3}$ ) regular days off annually, and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the four-and-two schedule so-called, or the modified four-and-two work schedule set forth in subparagraph (b) of this Section.

All employees, under such four-and-two work week so-called shall receive fourteen (14) regular days off in each six week period; within each six week period, the work cycle for the four and two work week shall be completed. An employee's days off, except as hereinafter provided in subparagraph (b) of this Section, shall drop back one (1) day every week. Employees working days or permanent last half shift (Shift 4) or the permanent first half shift (Shift 5), shall work four (4) consecutive days and then receive two (2) consecutive regular days off. Employees working the two alternating night shifts shall commence work on a last half tour of duty, then work a last half tour of duty the following day, then work a first half tour of duty the same day and then work a first half tour of duty the following day, then go to on their two (2) consecutive days off, and then return to work the same cycle.

- b. Excepted from the regular four-and-two work schedule so-called, set forth in subparagraph (a) above, shall be employees assigned as follows, each of whom shall work five (5) consecutive days on, Monday-Friday, and receive two (2) consecutive regular days off, Saturday and Sunday, weekly, except that employees assigned to the Detective Bureau may also be assigned to the four-and-two work-week set forth in said sub-paragraph (a):
  - 1. Detective Bureau (Days)
  - 2. Detective Bureau (Nights)
  - 3. Patrol Officer Prosecutor
  - 4. Newly appointed patrol officers attending recruit training at a Police Academy (which by statute are not covered by a collective bargaining agreement while employed as student officers - See, G.L. c. 41, § 96B).

Under the five (5) day work week above mentioned, each of such employees so assigned (except student officers) shall be entitled to and shall receive, in addition to two (2) consecutive regular days off weekly, seventeen and one-third ( $17 \frac{1}{3}$ ) additional regular days off annually, so that each such employee so assigned shall receive the same number of days off annually as will employees working the regular four-and-two work schedule

described in subparagraph (a) of this Section. These seventeen and one-third (17 1/3) additional days off shall be taken one (1) each three (3) weeks, or otherwise in accordance with present practice.

#### **ARTICLE 20 - LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay for limited periods not to exceed three (3) months may be granted for any reasonable purpose and such leave may be extended or renewed for any reasonable period consistent with Civil Service laws and regulations. Reasonable purpose in each case shall be agreed upon by the Association, the Chief, and the Mayor.

#### **ARTICLE 21 - HEALTH AND SAFETY**

A Safety Committee of two (2) members of the Association may meet with the Chief to discuss and make recommendations for improvements of general health, safety and morale of the employees in the bargaining unit.

#### **ARTICLE 22 - GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the interpretation or application of any of the provisions of this Contract (except the Preamble), or any provision of the City ordinances concerning wages, hours and other conditions of employment which concern the employees.

**Step 1:** Grievances may be first presented by the aggrieved employee and/or Association representative to the superior officer involved within thirty-five (35) days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with the Association representative over the department communication system, telephone or other available means to advise the Association representative of the grievance. The officer in charge may, on request permit the employee and/or Association representative to be excused for a reasonable period (as determined by the officer in charge) from the officers regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

**Step 2:** If the grievance is not resolved in Step 1 within five (5) days after its presentation to the superior officer involved, the grievance shall then be reduced to writing by the Association and presented to the Chief within seven (7) days after the expiration of the aforementioned five (5) day period. The Chief shall meet with the



Association Grievance Committee within seven (7) days from the time the grievance is presented to the Chief and the Chief shall answer the grievance in writing within seven (7) days after the meeting. If the Chief is away, the time limits will start to run on the Chief's return to duty.

**Step 3:** If the grievance has not been settled in Step 2, it shall be submitted in writing to the Mayor, or the Mayor's designated representative within seven (7) days after the Chief's response is due or received. The Mayor shall meet with the Association within seven (7) days from the time the grievance is presented to the Mayor and the Mayor, or the Mayor's designated representative, shall answer the grievance in writing within ten (10) days after the meeting. If the Mayor is away the time limits will start to run on the Mayor's return to duty.

**Step 4:** If the grievance has not been settled in Step 3, the Association may, within thirty (30) days after the reply of the Mayor, or his designated representative is due or received, by written notice to the City, submit the grievance to arbitration.

If the parties do not agree on an arbitrator, the Association may submit the grievance to the Massachusetts Board of Conciliation and Arbitration or the American Arbitration Association for proceedings in accordance with its rules. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement or the City ordinances referred to above. The arbitrator may not modify, amend, delete or add to the terms of this Contract. Within the limits of the Arbitrator's authority, the decision of the arbitrator to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally, by the City and the Association.

If a grievance involving disciplinary action is arbitrated and the arbitrator finds that the imposition of the discipline was not for just cause, the arbitrator shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had the employee not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary action. Any award which provides for reinstatement with back pay shall provide that to be deducted therefrom shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period of the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted.

Failure of the Association to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the party failing to so present and advance the grievance. The failure to give a timely answer shall be the equivalent of a denial and the grievance may then be appealed to the next step, provided such appeal is timely filed. The time limits set forth herein may be enlarged by the consent of the parties hereto.

No employee shall have the right to require arbitration, that right being reserved to the Association.

A grievance of an individual which is of a general or policy nature may, at the option of the Association, be filed in Step 2.

In the event a grievance involving suspension, dismissal, removal or termination is brought to arbitration as herein before provided, it shall be the exclusive procedure for resolving such grievance, notwithstanding any contrary provision of M.G.L. Chapter 31, Sections 43 and 46G.

## **ARTICLE 23 – COMPENSATION**

### **Section 1. Salary**

- a. **Base Wage Adjustment:** Effective July 1, 2012, the base wage shall be adjusted to provide an increase of 1%; to each step; effective July 1, 2013 the base wage shall be adjusted to provide an increase of 1% to each step, and effective June 30, 2014, the base wage shall be adjusted to provide an increase of 1% to each step.
- b. **Cost of Living Adjustment:** Effective July 1, 2012, the base wage shall increase 1%; effective July 1, 2013, the base wage shall increase 1%, and effective June 30, 2014, the base wage shall increase 1%.

Annual Base Wages are listed in Appendix A. Newly hired Police Officers while in training at the Police Academy will be paid Patrol Officer's base wage, step 1, including holiday pay. Stipends (described below), and other compensation described in this contract, will be paid upon graduation from the Police Academy. On the six month anniversary after starting Field Officer Training, Officers will progress to Patrol Officer base wage step 2. Thereafter, they will progress to the next compensation step on the annual anniversary.

### **Section 2. Stipends**

- a. **Defibrillators:** Effective July 2, 2012 each employee in the bargaining unit shall receive a \$500 annual stipend for defibrillator and training which shall be paid on or about September 15th. Currently certification is conducted while attending annual in service training. If changes are implemented to this training, annual defibrillator training will be

completed through certified instructors. The stipend shall be contingent upon successfully completing the training and any associated proficiency testing.

- b. **Hazardous Duty:** Effective July 2, 2012 each employee in the bargaining unit shall receive a \$250 annual stipend for Hazardous Duty which shall be paid on or about September 15th.
- c. **Narcan Distribution and Training:** Effective June 30, 2014 each employee in the bargaining unit shall receive a \$250 annual stipend for Narcan Distribution and Training which shall be paid on or about September 15th. Training and implementation will be coordinated through the Police Department Training Supervisor and Melrose Public Health Substance Abuse Coalition Coordinator. Training may be conducted off or on site and if necessary members may be compensated with overtime. Currently, certification is a one-time Training. If annual certification is required in the future, the stipend shall be contingent upon successfully completing the training and any associated proficiency testing. The administering of Narcan will be implemented when there is an agreed upon Melrose Police General Order detailing the relevant guidelines and liability issues and protections of the employees.
- d. **On-Call Detective:** Effective June 30, 2014, members of the Detective Bureau shall receive a stipend in the amount of \$100 for every week that he or she is on-call and responding to duty. It is the member's responsibility to notify the Police Chief or Patrol Commander to ensure timely payment.

### Section 3. Longevity

Additional compensation for continuous service shall be paid to employees in accordance with the following schedule:

<u>Years of continuous service</u>	<u>Payable in two equal installments in December &amp; June</u>
Ten (10) years, but less than fifteen (15) years	\$ 550.00
Fifteen (15) years, but less than twenty (20) years	\$ 750.00
Twenty (20) years, but less than twenty-five (25) years	\$1,330.00
Twenty-five (25) years but less than twenty nine (29) years	\$1,750.00
Twenty nine years or more	\$2,500.00

- a. An employee with a break in service who returns to employment with the City of Melrose, and is re-employed for at least two years, shall receive the Longevity Benefit based on their Civil Service Date of Appointment. An employee who transfers from another Civil Service department to the City of Melrose and is employed for at least two

years shall receive the Longevity Benefit based on their Civil Service date of appointment.

- b. Employees hired prior to July 1, 1983, shall be credited with prior continuous service in other City departments if there was no gap between such service and service in the Police Department. Longevity compensation shall be considered regular compensation for pension/retirement purposes.
- c. Any longevity payments made under Article 23(4) shall be rolled into the base wage for members of the bargaining unit.

#### **Section 4. Shift Differentials**

- a. **Night Shift:** Employees who regularly work the first half or last half shift shall be paid weekly for such shift work a Night Shift Differential at an annual rate of \$3,307.00 payable in equal weekly installments of \$63.60. Night Shift Differential shall not be included in base pay for the purpose of the computation of overtime and court time or any other benefit provided in this agreement. Such Premium shall be included, however, in any sick leave or injured leave pay to which the employee is entitled, or for service connected injury leave pay to which the employee is entitled under Chapter 41, Section. 111 F (not to exceed six months) or vacation pay and shall be considered as regular compensation for pension/retirement purposes.
- b. **Weekend Shift:** All members of the bargaining unit assigned to the day shift/tour of duty shall receive a Weekend Differential at an annual rate of \$1057.16, payable in equal weekly installments of \$20.33. Weekend Differential shall not be included in base pay for the purpose of the computation of overtime and court time or any other benefit provided in this agreement. It shall, however, be included in base pay for the purpose of computing vacation pay, sick pay and injured leave pay for service-connected injury, and shall be considered regular compensation for pension/retirement purposes.

### **ARTICLE 24 - MANAGEMENT RIGHTS**

**Section 1.** This Agreement is not intended to violate any federal, state, county or municipal laws, nor shall any provision in this Agreement be interpreted as diminishing the rights of the City to determine and prescribe the methods and means by which the operation of the Police Department shall be conducted, except as may otherwise be specifically provided in this Agreement. Without limiting the generality of the foregoing, it is recognized that the operation of routes and beats, that is, whether or not they are to be filled, is a management function to be determined by the Chief.

**Section 2.** Except as otherwise herein provided, all job benefits heretofore enjoyed by the employees in the bargaining unit will continue under the conditions upon which they have

previously been granted. This Agreement shall not be construed to deprive employees of any benefits or protection granted by the laws of the Commonwealth of Massachusetts.

## **ARTICLE 25 - SENIORITY**

All police officers in the Department shall be placed on a shift assignment in accordance with seniority within the rank. Excepted from seniority shall be the positions of detectives, school resource officer, community liaison officer, prosecutor (if a patrolman), and D.A.R.E. officer, which may be filled and assigned by the Chief. Officers shall also be excepted from seniority for a period of up to three (3) months after graduation from the academy.

Notwithstanding Articles 19 and 24, the Melrose Police Department shall maintain three patrolmen sectors with two dispatchers on the day (B) and evening (C) shifts, and one dispatcher on the overnight (A) shift at all times – all positions staffed by bargaining unit patrol officers. In ensuing years, the parties recognize that the minimum staffing commitments made herein remain subject to annual appropriation by the Melrose Board of Aldermen. In the event that the Aldermen decline to appropriate funds, the parties agree to meet and bargain about the impacts of any required staffing changes.

The Chief of Police shall conduct a shift bid for all shifts every two years. Shift bids shall occur on September 1<sup>st</sup> and shall take effect on January 2<sup>nd</sup> of the ensuing year. The parties acknowledge the Chief's managerial right to determine the number of officers assigned to each of the shifts delineated in Article 19 of their collective bargaining agreement.

Notwithstanding this acknowledgement, the Chief commits that he shall fill each of the shifts delineated in Article 19 with at least one (1) officer.

A list of the aforementioned shifts for each rank shall be posted electronically via email to all members. Officers in each rank shall pick their shifts in order of seniority. Employees absent from work shall be notified of the posting by the Chief or his designee. In the event that the Chief feels that an officer does not perform adequately on the assignment which the employee has picked after the completion of a thirty (30) day period, the Chief may remove the employee from the assignment if it is in the interest of the Department and the safety of the public. The matter may be brought to the attention of the Grievance Committee of the Association if the employee so desires. Officers so removed shall be permitted to pick another assignment in accordance with their seniority.

Whenever a vacancy occurs in any assignment, it shall be posted for five (5) days on a bulletin board in the station. Officers who are absent shall be notified of the vacancy. The senior officer within the rank who requests the vacancy in writing shall be given the assignment subject to removal in accordance with the procedure and conditions set forth in the previous paragraph. An

officer so removed from the vacancy shall be returned to the employee's former job. No officer shall have the employee's shift or assignment changed except in accordance with the foregoing procedure. When an officer is temporarily assigned a shift other than the employee's own for overtime work, the following procedure shall apply: Each officer in the rank shall pick an assignment or beat in order of seniority and the officer of the other shift shall be assigned to the remaining job or beat.

Seniority is defined as the length of service within the rank as determined by the date of appointment to such rank. In case of equal seniority the date of appointment to the next lower rank shall prevail, and in the case of equality of seniority between employees, the position on the civil service list shall prevail.

It is further agreed that the City shall conduct or arrange for an in service educational program for all officers which shall include training to qualify for the positions of safety officers, police photographer and special investigator.

All subsequent lateral appointments with prior service with the Melrose Police Department will not be credited for their prior service with the Department until the patrol officer has worked for two consecutive years on a full-time basis following his/her reappointment date. After completing two years of continuous service, the patrol officer will be credited with his/her prior service with the Department for purposes of vacation benefits, desk assignments and shift pick seniority.

#### **ARTICLE 25.5 – SPECIALTY POSITIONS/STIPENDS**

Stipends for specialty positions shall be exclusively governed by this Article. Unless otherwise agreed by the Union and the City, persons assigned and performing the following positions on a full time basis (excepting the mechanic position which may be performed part time) shall receive the following annual stipends payable weekly:

Police Prosecutor	-	\$1,036.00
Detective/Inspector	-	\$ 691.00
SRO Officer	-	\$ 691.00
Mechanic	-	\$5,200.00

#### **ARTICLE 26 - POLICE CAREER INCENTIVE PROGRAM**

A Police Career Incentive Program has been established pursuant to the provisions of the General Laws of Massachusetts Chapter 41, Section 108L, which Chapter was adopted by the city. In the event the Commonwealth's share of funding for the Quinn Bill program is reduced or eliminated, the City will be responsible for funding any shortfall for the Commonwealth's share of the program. Quinn Bill/Police Career Incentive payments will be paid out on a weekly basis as part of regular compensation. This section shall apply to all existing bargaining unit members

hired prior to 7/1/2010, and shall not apply to future bargaining unit members who are not otherwise entitled to the benefits set forth in Article 26. Notwithstanding the foregoing, any officer who laterally transfers to the Melrose Police Department – and was receiving Quinn Bill/Police Career Incentive payments from their former community – shall be entitled to those benefits as set forth in this provision.

## **ARTICLE 27 - APPOINTMENT OF OFFICERS**

Nothing contained in this Agreement shall be construed as limiting in any way the right of the City to appoint regular or reserve officers if and when a civil service list becomes available.

## **ARTICLE 28 - ACCUMULATED SICK LEAVE**

### **Section 1:**

- a. Each employee shall be entitled to fifteen (15) days of sick leave per year with pay. Effective January 1, 1996, each employee who qualifies for the Sick Bank established under Section 2 shall give one (1) sick leave day to the Sick Bank (leaving him/her with fourteen (14) days sick leave days to use in calendar year 1996 or accumulate for use in any subsequent year). Effective January 1, 1997 and on January 1st of each calendar year thereafter, each employee who has qualified or qualifies for the Sick Bank established under Section 2 shall give two (2) sick leave days to the Sick Leave Bank (leaving him/her with thirteen (13) sick leave days to use in calendar year 1997 or in any calendar year thereafter, or accumulate for use in any subsequent year). Days of sick leave which are unused in any particular year may be accumulated for use in any subsequent year up to a maximum accumulation of two hundred and fifteen (215) days.

Upon reaching the applicable maximum accumulation, an employee who uses any sick leave shall have such days of sick leave subtracted from the applicable maximum accumulation. In no event will an employee be allowed to accumulate more than the applicable maximum accumulation.

Example: On December 31, 1995, employee has 180 days accumulated at the end of 12 years of service. Said employee goes into the 13th year with 180 days - plus fourteen (14) days [one (1) day having been given to the Sick Bank] on January 1, 1996 for a total of 194 days for that particular year. If during the 13th year the employee is out sick 12 days said employee would end the year with 182 days accumulation. On January 1, 1997 said employee has 182 days plus 13 additional days [two (2) days having been given to the Sick Bank] for a total of 195 days.

- b. Whenever the employment of any employee covered by this Agreement is terminated by retirement in accordance with M.G.L. c. 32, or by death, after twenty or more years of continuous service with the Police Department, such employee shall receive 25% of said

employee's unused accumulated sick leave days, up to a maximum of \$6,000.00. For purposes of this section, a "day" shall mean 1/5 of the employee's regular weekly rate of pay at the time of said retirement or death.

**Section 2. Sick Leave Bank:**

- a. Effective January 1, 1996, a Sick Leave Bank is hereby established for all qualified employees whose accumulated sick leave has been exhausted due to a prolonged illness or injury. Each employee who qualifies shall fund the Bank with one (1) sick leave day on 1/1/96 and two (2) sick leave days on January 1st of each calendar year thereafter. The Bank will be allowed to carry over, from year to year, unused sick days. Said days may be utilized by qualified employees.

Each new employee hired after January 1, 1996, upon graduation from a recruit training police academy, shall give one (1) sick leave day to the Bank. On and after January 1, 1997, each such employee shall comply with the same schedule under this section.

- b. Employees shall not be considered for the sick leave bank usage unless they have accumulated a minimum of twenty (20) days of sick leave; however, for just cause the committee may waive this 20 day provision.
- c. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Human Resources Director and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted, if any. All decisions shall be by majority vote.
- d. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amounts of leave:
  1. Adequate medical evidence of serious illness,
  2. Prior utilization of all eligible sick leave,
  3. Propriety in use of sick leave (Persons who have a history of using more than half of their sick leave on average may be denied use of the bank by the Committee),
  4. Length of service.
- e. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- f. No days may be withdrawn from the sick leave bank for use for any other illness other than a prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.



- g. The initial grant by the Sick Leave Bank Committee shall not exceed fifteen (15) days per employee for each request.
- h. Application for benefits shall be made in writing on the appropriate application form to the Sick Leave Bank Committee accompanied by a doctors certificate as to the need for and anticipated extent of recovery time.
- i. Members of the Union shall be reimbursed for unused sick leave in accordance with the following schedule:

Any bargaining unit member who has not used any sick time during the months of January, February or March will receive \$200 dollars on or before April 30<sup>th</sup>.

Any bargaining unit member who has not used any sick time during the months of January, February, March, April, May or June will receive \$400 dollars on or before July 30<sup>th</sup>.

Any bargaining unit member who has not used any sick time during the months of January, February, March, April, May, June, July, August or September will receive \$600 dollars on or before October 31<sup>st</sup>.

Any bargaining unit member who has not used sick time during the months of January, February, March, April, May, June, June, July, August, September, October, November or December will receive \$800 dollars on or before January 30<sup>th</sup> of the following year.

- j. Notwithstanding the payments contained herein, in the event any bargaining unit member uses any sick time during any calendar quarter, his or her sick leave incentive shall revert back to the incentive payment for the first quarter as defined above.

### **Section 3. Physicians Note**

The Chief of Police may require a physician's note as a condition to returning to duty for all officers in the following circumstances: (1) sick leave taken following an officer's notice of intent to separate from the department; and (2) the use of more than 8 undocumented sick days in any calendar year.

An Officer may use sick leave when the Officer's presence is required due to the illness of their child, spouse, parents, or to any family member residing in the employee's household.

## **ARTICLE 28.1 - DRUG TESTING/REHABILITATION**

The City and the Association recognize that the mission of law enforcement justifies the maintenance of a drug free work environment through the use of a reasonable employee drug testing/screening program. Therefore, the City and the Association agree to implement the following drug testing program which shall provide for "reasonable suspicion" drug testing, post-incident drug testing and follow-up drug testing, and shall also provide for the rehabilitation of any such employee found to be in violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program.

### **A. Standard for Ordering Drug Testing.**

#### **1. Reasonable Suspicion.**

Subject to the provisions of this article, an employee shall be subject to urinalysis drug testing (which shall be drug specific) if reasonable suspicion of non-prescriptive drug use exists, as determined by the Chief of the Police Department or a Superior Officer (a sergeant or lieutenant). If the determination is made by a Superior Officer, he or she shall consult with a second Superior Officer and/or with the Chief of Police and they shall jointly decide whether reasonable suspicion exists and if the employee shall be referred for drug testing. If the Superior Officer making the initial determination is a Sergeant, reasonable efforts will be made to have the second Superior Officer be either a Lieutenant or the Chief of Police. Determination of "reasonable suspicion" shall comport with constitutional/legal guidelines. The employee shall be advised by the Chief or Superior in writing, (and in a manner which protects the privacy of the officer), of the facts and circumstances constituting his determination of "reasonable suspicion," and such notice shall inform the employee of his rights and obligations under this article.

If the individual or the Union challenges the reasonable suspicion upon which the Chief relies, the individual must still provide the test sample according to the procedures and safeguards set forth below, however, the physician office/laboratory obtaining said sample shall not test such sample as described herein unless and until permitted to do so pursuant to the arbitration provisions described herein.

Immediately upon the individual or the Union contesting the Chief's order for urinalysis, the City and the Union jointly agree to submit the question of whether or not the Chief had reasonable suspicion to order drug testing to a permanent arbitrator selected by the parties to decide this issue. The parties agree that absent mutual agreement to choose different arbitrators, Arbitrator James Litton shall be the primary individual who shall make such determination, and if he is unable to render a decision promptly, an alternative arbitrator, Diane Zarr Cochran, shall be the alternate. The hearing (which can be by phone conference or other expedited method chosen by the

arbitrator) and the decision shall be rendered on an expedited basis within seven days, or such other time as the parties agree. Such decision shall be final and binding on the parties.

## **2. Critical Incidents.**

Subject to the provisions of this article, an employee shall be subject to urinalysis drug testing if involved in a “critical incident” which is defined as an unplanned, unexpected and unintended event which:

- a. occurs on Department property, on Department business or during working hours; and
- b. initially appears to have been caused wholly or partially by an employee; and results in either:
  - I. A fatality;
  - II. An injury requiring medical treatment away from the scene of the event; or
  - III. Damage to property in excess of \$5,000.
  - IV. An unplanned, unexpected and unintended discharge of a firearm is also a “critical incident”.

## **3. Drug Testing Based upon Promotion/Assignment.**

An employee may be tested upon his/her assignment to one of the following positions and The City will not assign an employee or employees to one of the positions in bad faith as a pretext for testing an employee.

- a. Detective.
- b. Drug Assignment/Undercover Task Force.
- c. Youth Officer/training officer/community liaison officer, MIS officer/DARE officer.
- d. Prosecutor.
- e. As a candidate for promotion to Sergeant, following establishment of a certified civil service eligibility list.

## **B. Procedures and Safeguards for Drug Tests.**

- 1. The drug testing shall only take place at a laboratory, physician’s office, or collection facility, appropriately certified to provide urinalysis collecting, and said facility shall have in place written procedures ensuring the reliability of the samples taken, the prevention of tampering with said samples, and adequate protection of privacy which shall include the individual’s right to provide the sample in a private but secure environment. The drug testing screen shall be limited to those drugs made unlawful by M.G.L. c.94C.

2. In all cases of drug testing, the testing facility shall split the sample taken into two, with one such sample being properly preserved, should a question as to the reliability of said drug test occur. In the event of a positive test, as set forth herein, the individual and/or the Union may have the preserved sample tested by an independent laboratory of their choice.
3. All urinalysis testing shall be performed at a laboratory that has been certified by either a state or federal agency to provide such urinalysis testing. In the event the initial urinalysis test is positive, a second method of testing shall be immediately administered. This second test shall employ a methodology different from the first and the second test shall be equal to the reliability of (GC-MS) Gas Chromatography - Mass Spectrophotometry or greater.
4. In the event that both urine samples are positive, and if independent testing of the same sample, if employed by the employee or the Union, is not negative, then the employee will be (in the first instance) relieved of duty with vacation, sick pay, and/or other compensable leave, to the extent available, or on leave without pay if not, pending completion of an employer and Union approved drug rehabilitation program (which may be inpatient or outpatient, including but not limited to counseling).

**C. Status of the Employee After Positive Drug Test.**

In the event of a confirmed positive drug test as set forth above, the employee may, at the discretion of the City, be suspended for 30 days (but no greater), which suspension shall be stayed pending his successful completion of the drug rehabilitation program described above, and such suspension shall be expunged from his record and from the City/Department files upon his successful completion of said program.

After successful completion of said program, the employee shall return to duty and shall be subject to follow up random drug testing for a period of two years. If the employee is again found to have used any drugs listed in Chapter 94C (assuming no lawful prescription for same), the employee shall be subject to immediate disciplinary proceedings, up to and including discharge, and shall be availed of all of his rights under Chapter 31 and the collective bargaining agreement. If the employee is found to test positive for a prescription drug for which he has a lawful prescription, said employee shall not be subject to discipline under this article.

In the event of a second or further positive test results, other than during any twenty-four month period referred to above, and each arising from fact patterns and circumstances independent of those relating to the initial positive test result, the subject employee may not be entitled to further participation in the rehabilitation program and discipline, up to and

including termination, may be imposed. Factors to be considered in making this determination include but are not limited to the length of time between positive test results, the employee's record in the rehabilitation program, and the balance of the employee's record and work history.

All testing shall be at the sole expense of the City. Said reporting shall be maintained in a confidential manner and said reports shall only be provided to the Chief. In the event of a positive confirmed test result, the written test report shall be provided both to the Chief and to the employee, who may provide it to the Union at his discretion. In the absence of a confirmed positive report, all other test results shall be kept confidential by the testing laboratory and any references to the ordering of such drug testing shall be removed from all City files.

#### **ARTICLE 29 - AGENCY FEE**

Bargaining unit employees who do not choose to become members of the Melrose Police Association and to maintain their membership in the Melrose Police Association in good standing status shall be required, as a condition of employment during the life of this Agreement, to pay to the Melrose Police Association on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of the Melrose Police Association. The timing of the periodic payment of the agency service fee shall reflect the schedule of periodic payments of the Melrose Police Association dues. The Association will not involve the City in the enforcement or collection of an Agency Service Fee.

The Association shall indemnify and save the City harmless against any and all claims, demands suits or other forms of liability which may arise by reason of any action taken pursuant to or as the result of the provisions of this Article.

#### **ARTICLE 30 - NO STRIKE**

It is understood and agreed that the services performed by the City employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Association agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or slow down or withholding of services, at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the City of Melrose. No employee shall cause or take part in any strike, work stoppage, slowdown, withholding of services, or other illegal action which will interrupt or interfere with the operation of the City. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of

this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of City services.

#### **ARTICLE 31 - DURATION OF CONTRACT**

This Agreement shall become effective on July 1, 2012 except as otherwise provided herein, and shall expire on June 26, 2015. The parties agree that negotiations for a new collective bargaining agreement shall commence on or after January 1, 2015.

#### **ARTICLE 32 – PRIOR AGREEMENTS**

The City and the Association hereby agree to fully incorporate any previously issued side letters, memoranda of understanding, settlement agreements, and arbitration awards into this Agreement.

#### **ARTICLE 33 – FUNDING**

This Agreement is subject to its funding for fiscal year 2015. The Mayor shall submit an appropriation to fund the cost items of this Agreement within thirty (30) days of the date of execution of this Agreement.



Signed this 24 day of November, 2014.

**City Of Melrose:**

By: 

Robert J. Dolan  
Mayor  
Hereunto Duly Authorized

**Melrose Police Association**

By: 

David Roy  
Association President  
Hereunto Duly Authorized

Appendix A

Melrose Police Department

Base Pay Rates Excluding Stipends

Effective 7/2/2012 (FY 2013)

1% adjustment on base wage and 1% COLA increase

<u>Title</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>3<sup>rd</sup> Step</u>	<u>4<sup>th</sup> Step</u>	<u>5<sup>th</sup> Step</u>
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<u>Patrolman</u>	<u>43,047</u>	<u>45,581</u>	<u>48,129</u>	<u>49,715</u>	<u>51,291</u>
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<u>Police Sergeants</u>			<u>57,274</u>	<u>59,160</u>	<u>61,036</u>
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<u>Police Lieutenants</u>			<u>66,438</u>	<u>68,625</u>	<u>70,802</u>
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Appendix A

Melrose Police Department

Base Pay Rates Excluding Stipends

Effective 7/1/2013 (FY 2014)

1% adjustment on base wage and 1% COLA increase

<u>Title</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>3<sup>rd</sup> Step</u>	<u>4<sup>th</sup> Step</u>	<u>5<sup>th</sup> Step</u>
<u>Patrolman</u>	<u>\$43,912</u>	<u>\$46,497</u>	<u>\$49,096</u>	<u>\$50,714</u>	<u>\$52,322</u>
<u>Police Sergeants</u>			<u>\$58,424</u>	<u>\$60,350</u>	<u>\$62,263</u>
<u>Police Lieutenants</u>			<u>\$67,772</u>	<u>\$70,006</u>	<u>\$72,225</u>

Appendix A

Melrose Police Department

Base Pay Rates Excluding Stipends

Effective 6/30/2014 (FY 2015)

1% adjustment on base wage and 1% COLA increase

<u>Title</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>3<sup>rd</sup> Step</u>	<u>4<sup>th</sup> Step</u>	<u>5<sup>th</sup> Step</u>
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<u>Patrolman</u>	<u>\$44,795</u>	<u>\$47,432</u>	<u>\$50,083</u>	<u>\$51,733</u>	<u>\$53,374</u>
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<u>Police Sergeants</u>			<u>\$59,599</u>	<u>\$61,562</u>	<u>\$63,515</u>
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<u>Police Lieutenants</u>			<u>\$69,135</u>	<u>\$71,412</u>	<u>\$73,677</u>
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VACATION SELECTION  
SIDE LETTER

The City of Melrose and the Melrose Police Patrolman's Association, as a side letter to the Collective Bargaining Agreement effective July 1, 1998 through June 30, 2001, hereby agree as follows:

1. The Union shall withdraw from arbitration, and agree not to re-file the grievance and arbitration which it has filed relating to so-called vacation picks.
2. The parties agree that henceforth during the primetime vacation period (primetime vacation period being defined as the annual summer vacation period, commencing on or about May 15 and continuing through about September 15), an officer may select two consecutive weeks if such weeks are available, or two separate weeks during the primetime in accordance with the procedures set forth below.
3. The police department will maintain its current practice of maintaining two separate vacation pick lists, one for the so-called nights and one for the so-called days.
4. Selection will be made by seniority for each list separately.
5. Generally, only one officer may select an open primetime vacation week, provided, however, that if an officer wishes to select a week already selected during primetime vacation, and such officer can demonstrate in writing to the Administrative Sergeant that his or her shift for that week will not overlap with the shift which would be worked by the officer first selecting vacation on that same week, the second officer may elect to take that same vacation week as a vacation. The burden of demonstrating no overlap in writing shall be on the police officer requesting the second vacation slot.

TM KM  
AB

6. Upon execution of this agreement, the Union will promptly withdraw its arbitration request relating to vacation picks.

7. Other than as stated in this agreement, the Police Department's existing vacation practices shall remain the same.

Melrose Police Patrolman's Association

City of Melrose

Kevin Mulrenan  
By: KEVIN MULRENAN, PRESIDENT

[Signature]  
By:

Timothy J. Maher

Date: 4/27, 2000

00411147.DOC

The Melrose Police Association and the City of Melrose hereby agree as follows:

① The Union hereby withdraws its grievance with prejudice in AAA Case # 02358-00.

② The following shall govern the selection and retention of assignments within shifts:

(a) within shifts the patrol officers will be permitted to select desk assignments by seniority.

(b) within shifts, all other sector assignments shall be made at the discretion of the officer in charge, subject to consideration of seniority, among other factors, if an officer so requests.

③ The [redacted] Chief or his designee shall have the right, in accordance with Article 25, paragraph 2, to remove the officer from the assignment, either permanently or temporarily, if the employee has not performed in the assignment adequately or if it is in the interest of the [redacted] Dept. <sup>and</sup> the public to do so.

④ Upon removal from any assignment as set forth above, the Chief or his designee shall provide a written notice to the employee and the Union, stating the reasons for such removal and the duration of the removal. The Union may grieve such removal in accordance with the contract and this agreement.

⑤ Any officer displaced from an assignment by a removal as a result of the invocation of paragraph 3, may, if the removal is for longer than 90 days, will be permitted to reselect an assignment in accordance with the terms of this agreement.

⑥ On or before the 12<sup>th</sup> of September, the Chief will inform the Union + Officer Shea of the duration of his removal from his assignment and thereafter the Union may invoke the provisions of this agreement, including those relating to written notice.

City of Melrose

Melrose Police Association

by: Richard E. [Signature]

by: Timothy J. Maher

Date: Sept. 7, 2001

Kevin Mulrenan

[Signature]

## Appendix D

## SETTLEMENT AGREEMENT

The Melrose Police Patrolmen's Association (the "Union") and the City of Melrose (the "City") hereby agree as follows:

1. The Union will withdraw the Shea transfer arbitration case and will not re-file same.
2. The City (Police Department) agrees that it will not transfer an individual officer from one group to another to meet staffing needs without putting the position out to bid.
3. The City (Police Department) hereby agrees that when an open position occurs in the patrol force, it will place that assignment out to bid per the collective bargaining agreement. The most senior officer who submits for it will be granted that group (position) even if the officer is assigned to the same shift (i.e., officer assigned to C shift in Group 1 applies for a C shift in Group 2). The senior officer bidding will be given the assignment. The process will be repeated for any vacancy caused by the bid, should the Chief fill such vacancy.
4. Officer Shea will be allowed to stay in his present group and assignment to avoid hardship to himself and family.

  
City of Melrose, Massachusetts

 (MPPA President)  
Melrose Police Patrolmen's  
Association

Dated: January 27, 2004

## SETTLEMENT AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

1. The Union shall withdraw its grievance (Case No. AAA 11-390-01425-11) without prejudice and shall also withdraw its Charge of Prohibited Practice (Case No. MUP-11-1145) without prejudice.
2. All members hired after the date of the execution of this Agreement shall receive a City-issued bulletproof vest ("vest") and shall thereafter be required to wear a vest under the circumstances defined in the City's mandatory wear policy.
3. No member hired prior to the execution of this Agreement shall be required to wear a vest unless at any point subsequent to the execution of this Agreement s/he elects, in writing, to be fit for and receive a new City-issued vest, at which point s/he shall be required to wear the vest until its expiration date and under the circumstances defined in the City's mandatory wear policy. As to members hired prior to the execution of this Agreement, upon the expiration of any City-issued vest, s/he may elect to receive a new City-issued vest by providing written notice to the Chief and shall thereafter be required to abide by the City's mandatory wear policy until that new vest's expiration. If a member with an expired vest elects not to receive a new City-issued vest s/he shall not be subject to the City's mandatory wear policy. Moving forward, the City shall notify each member in writing of his/her vest's expiration date no less than 30 days prior to that date. The City has up to 180 days to comply with any request for a City-issued vest made pursuant to this paragraph.
4. The City shall cover the full cost of the vest for members who elect to wear a City-issued vest pursuant to this Agreement.
5. The City will provide universal body armor for temporary use by all members during high risk situations as determined by the Chief or his designee, and whenever a member requests a vest for his/her safety. However, by accepting City-issued universal body armor in these circumstances, a member will not be required to abide by the City's mandatory wear policy.
6. Officers declining the mandatory wear policy will be required to wear universal body armor during the Department's annual firearms qualification.
7. In the event the United States Department of Justice ("DOJ") determines that this agreement and/or the Department's policy do not comply with the requirements of the DOJ's bullet proof vest grant program, any requirements and commitments contained herein shall be rendered null and void. In the event that this agreement is rendered null and void, and in the event that the City does not rescind its mandatory wear policy, the parties agree that both sides preserve their respective rights and legal arguments as they existed immediately prior to the date of the execution of this Agreement, and that the Union is free to re-file its unfair labor practice charge and grievances.
8. The parties agree that this is a settlement of a disputed claim, and this settlement shall not constitute precedent for any future case, nor shall it be admissible in any future cases save for enforcement.



MELROSE POLICE PATROLMEN'S UNION

  
Joseph Donovan, President

Dated: 1-16-12

CITY OF MELROSE

  
Michael Lyle, Chief of Police

Dated: 1/16/2012