

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**CITY OF NEWBURYPORT**

**And**

**NEW ENGLAND POLICE BENEVOLENT ASSOCIATION  
LOCAL 30 PATROL OFFICERS**

**JULY 1, 2023 - JUNE 30, 2026**

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## AGREEMENT

This agreement made and entered into between the City of Newburyport, Massachusetts, HEREINAFTER referred to as the "City" and Local 30 of the New England Police Benevolent Association, Inc., I.U.P.A. Local 9000, AFL-CIO HEREINAFTER referred to as "NEPBA" or the "Union."

WITNESSETH, whereas the wellbeing of the employees covered by this agreement in the efficient and economic operations of the Newburyport Police Department require that orderly and constructive relationships be maintained between the parties and WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration and WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement now THEREFORE in consideration of the mutual promises and agreements HEREIN contained the parties mutually agree as follows:

### ARTICLE 1: RECOGNITION AND UNIT DESCRIPTION

**SECTION 1.** The City and the Police Marshal recognize the NEPBA as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all employees within the appropriate bargaining unit, employed by the City of Newburyport Police Department. The City, the Police Marshal, and the NEPBA agree not to discriminate against employees covered by this agreement on account of membership or non-membership in the NEPBA.

**SECTION 2.** The unit to which this Agreement is applicable consists of all full-time patrol officers and provisional patrol officers, if any, employed by the City of Newburyport in this Police Department.

**SECTION 3.** The City, the Police Marshal, and those covered by the NEPBA agree not to discriminate in any way against employees covered by this agreement on account of race, religious creed, color, national origin, sex, sexual orientation, ancestry of any individual, or because of the handicap of any person alleging to be a qualified handicapped person unless a bona fide occupational qualification exists.

**SECTION 4.** The officers and representatives of NEPBA Local 30 are as follows: President, Vice President, Secretary/Treasurer, Day Steward, Evening Steward, and Night Steward.

**SECTION 5.** An officer or representative of NEPBA Local 30 shall be allowed time off for negotiations or conferences with City Officials and the Police Marshal, without loss of pay or benefits, subject to prior approval of the Police Marshal.

This shall apply to the State Labor Board, of other related bodies for business relative to this agreement.

**SECTION 6.** The NEPBA shall keep the employer informed of any changes in the roster of officers and representatives.

## **ARTICLE 2: MANAGEMENT RIGHTS**

**SECTION 1.** Nothing in this Agreement shall be construed to in any way alter, modify, change, or limit the authority and jurisdiction of the Mayor of the City, or the Police Marshal, as provided by Massachusetts General Laws, the Decision of the Supreme Judicial Court of Massachusetts, the laws of the United States, the By-Laws of the City of Newburyport, or any law or order pertinent thereto.

**SECTION 2.** Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of policy, the operations of the Police Department and the direction of the police officers are vested exclusively in the Police Marshal and the Mayor of the City.

**SECTION 3.** Notwithstanding the preceding sentences, however, whenever a provision of this contract contains a conflict with any municipal personnel ordinance, by-law, rule or regulation or with any of the statutes specified in Section 7 of M.G.L. chapter 150E, the terms of the Collective Bargaining Agreement shall prevail.

## **ARTICLE 3: UNION BUSINESS**

**SECTION 1.** The officers and representatives of NEPBA Local 30 shall be granted reasonable time off during working hours, without the loss of pay or benefits, to investigate, process, and settle complaints or grievances, provided that the NEPBA officers or representatives shall request permission from the Marshal or his designee. Permission may be withheld by the Marshal or his designee because of operating requirements, by which permission may not be withheld for more than twenty four hours.

**SECTION 2.** Subject to prior written notice to the Marshal, a member of the Union, as may be designated by the Union, may be granted four hours leave to attend the monthly meeting of the NEPBA.

**SECTION 3.** No more than three Officers shall be granted time off, without loss of pay, to attend the Convention of the NEPBA, Inc., I.U.P.A Local 9000, AFL- CIO, which shall be held every four years.

## **ARTICLE 4: STABILITY OF AGREEMENT**

The Failure of the Employer to insist, in any one or more incidents, upon performance of any terms, or conditions of this Agreement shall not be considered as a wavier or relinquish of the

rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union, and the Employer to such future performance shall continue in full force and effect.

#### **ARTICLE 5: DUES DEDUCTION**

The City agrees to deduct the sum of \$11.00 per member per week from each member of the NEPBA for union dues and to mail said dues along with a list of names from whom said dues have been deducted from. The dues collected by the City shall be sent to the Union on a bi-weekly basis to the following address:

NEW ENGLAND PBA, INC.  
C/O SECRETARY/TREASURER  
440 MIDDLESEX ROAD #220  
TYNGSBORO, MA 01879

It is recognized that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect. The Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representation duties taking place.

The City of Newburyport shall not be held liable for any damages or costs associated with the terms of this article and the Union agrees to indemnify the City of Newburyport of any and all liability associated with this article, provided payments are made as indicated above.

#### **ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE**

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

**Step 1:** Grievance shall be first presented informally by the aggrieved employee and/or local representative to the Marshal and/or his/her designee involved and an earnest effort shall be made to adjust the grievance in an informal manner.

**Step 2:** If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the grievant or the Union and presented within 10 days to the Marshal. The Marshal shall meet with the grievant and/or the Union within 10 days from the date that the grievance is presented to him/her and shall answer the grievance in writing within 10 days after the meeting.

**Step 3:** If the grievance is not resolved in Step 2, it shall be presented to the Mayor within 30 calendar days from the receipt of the Marshal's Step 2 response. The Mayor shall meet with the grievant and/or the Union within 10 days from the date of filing Step 3 request to discuss the grievance. The Mayor shall answer the grievance in writing within 10 days of the Step 3 meeting.

**Step 4:** If the grievance is not resolved in Step 3, the Union, within 30 days may demand arbitration. The Union will provide the City with a copy of the arbitration demand. All days referenced above are calendar days. Both the City and the Union may agree, in writing, to extend the time periods by mutual consent. A failure to respond or answer a grievance by the City at Step 2 or Step 3 shall be considered a denial, and in those instances, the time period for filing for the next step in the grievance process shall commence on the 11th day following the grievance meeting. In all other instances, the time period for filing the next step shall commence upon the Union's receipt of the City's answer.

The Arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice has been given. If the parties fail to select and Arbitrator, the dispute shall be submitted to the American Arbitration Association under its Voluntary Labor Arbitration Rules and Regulations.

The decisions of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The decision rendered by an Arbitrator shall be confined to the scope of this Agreement, and shall not infringe upon any right vested to the employer by statutory authority.

#### **ARTICLE 7: WORK WEEK**

The work week shall consist of forty (40) hours, over a seven day period, with four (4) consecutive duty days on, and two (2) consecutive days off. This schedule is for the purpose of continuing the weekend assignment on a rotating basis. The regular hours of work each day shall be consecutive.

The Marshal, with agreement from the employee, can make administrative schedules that he believes are necessary for effective management.

## **ARTICLE 8: SHIFT PICK/SENIORITY**

Duty watches shall be posted for a reasonable period (not less than three (3) days). Seniority shall prevail in the awarding of such watches. Should the employer fail to grant the preference of watches to the senior officer, then said senior officer shall have the right of appeal, and be entitled to the right of the grievance procedure contained in Article VI.

Seniority shall be determined by reference to the length of continuous employment as a full time permanent Police Officer within the Newburyport Police Department. All patrol shifts will be re-bid once a year or at the Marshal's discretion.

## **ARTICLE 9: OVERTIME**

**SECTION 1.** Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1 ½) times his regular rate of pay for work in excess of eight (8) hours in one (1) day, and forty (40) hours in one (1) week, but not both.

**SECTION 2.** An employee whose regular schedule of work may include a holiday or Sunday shall not be entitled to the time and one half provision.

**SECTION 3.** Employees "called back" to work having left the station at the completion of a shift shall be paid at time and one half rate for a minimum of three (3) hours.

**SECTION 4.** The regular work week for employees shall not be changed to avoid the payment of overtime.

**SECTION 5.** All overtime payments are to be made to the officer with their regular bi-weekly paychecks.

**SECTION 6.** Employees will have the option for compensatory time off in lieu of pay for overtime work. Such compensatory time shall be at time and one half for each hour of overtime earned. An employee may not accrue more than 75 hours of compensatory time. Compensatory time may be carried over to the next fiscal year. Any officer who is retiring must use any unused compensatory time prior to retirement. The taking of compensatory time shall be subject to the provisions of Article XII, Section 10. Under no circumstances will an officer be required to take compensatory time in lieu of overtime pay without his consent.

**SECTION 7.** Without diminishing the practice of calculation overtime eligibility under this agreement, it is further agreed that any additional overtime which may be due under the Fair Labor Standards Act shall be calculated on the basis of the 28-day work period allowed under subsection 7(K), and paid as soon as practicable after such calculation. The 28-day work period,

under this agreement, shall be deemed to have commenced on the first full payroll period following the effective date of this agreement.

### **ARTICLE 10: VACATIONS**

**SECTION 1.** All employees who have worked for the employer for one (1) year shall receive two (2) weeks (14 working days) with pay.

All employees who have worked for the employer for five (5) years shall receive three (3) weeks (21 working days) with pay.

All employees who have worked for the employer for ten (10) years shall receive four (4) weeks (28 working days) with pay.

Effective July 1, 2005, employees with the following years of service shall receive the following additional vacation days:

- After 20 years, but less than 25 years: two (2) additional days (30 days)
- After 25 years, but less than 30 years: five (5) additional days (35 days)

Effective January 1, 2004, an officer with thirty (30) years of service shall be entitled to 6 days' vacation in addition to the level of benefits in effect for such officers under the 2000-2003 agreement. (41 days)**SECTION 2.** Two officers may be out on vacation at any given time. Vacation will not be denied to avoid the hiring of overtime.

**SECTION 3.** The City agrees to grant half vacation days to members of this Union. The half vacation days are to be used for the first four hours of a shift, or the last four hours of a shift. Half vacation days will be granted with approval from a Supervisor. If the Shift Supervisor determines that it is necessary to hire overtime, it will be hired in the same manner as any other City overtime. Half vacation days may be approved while other members are on vacation, personal, injured time, compensatory time, or sick time with approval from a Supervisor.

**SECTION 4.** Upon termination of employment, the employees shall be paid vacation due, except in the case where an employee is terminated for cause, in which case the employee shall receive no accrued vacation time, if termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

**SECTION 5.** Patrol officers hired as transfers will be granted vacation time based on their previous continuous creditable service with another police or police-related government agency (federal, state, or municipal). This service must be verified through the transferring patrol officer's previous employers using a form established by the Human Resources Department. Transfers will be placed in the above-mentioned schedule based on their verified previous service and granted a prorated amount of vacation time during their first year of employment. This prorated amount of vacation time granted during the first year cannot be



used during the first 90 days of employment, except for emergency purposes and with the approval of the Marshal or their designee.

**SECTION 5.** For the purpose of this Article, it shall be understood that one (1) week means seven (7) calendar days.

**ARTICLE 11: HOLIDAYS & PERSONAL DAYS**

**SECTION 1.** The following days shall be considered to be paid holidays, and employees shall receive a day's pay for each, in addition to their regular pay. Holidays will be paid twice yearly, on the first pay period in December and on the second pay period in June, with all payments to be made following the date of the holiday.

|                             |                         |
|-----------------------------|-------------------------|
| New Year's Day              | Independence Day        |
| Martin Luther King, Jr. Day | Labor Day               |
| Washington's Birthday       | Indigenous Peoples' Day |
| Patriots' Day               | Veterans' Day           |
| Police Memorial Day         | Thanksgiving Day        |
| Memorial Day                | Christmas Day           |
| Juneteenth                  |                         |

**SECTION 2.** Effective July 1, 2004, employees may opt to receive time off for any or all of the thirteen holidays in lieu of receiving a day's pay. The option for the first six holidays (Independence Day-Christmas Day) shall be exercised in sufficient time for the City to process payments, in the first week of December, for days to be compensated in cash. The first six (6) holidays may be used as time off at any time between July 1 and December 31.

The option for the second seven (7) holidays (New Year's Day-Juneteenth) shall be exercised by May 15 and all such days shall be taken before June 30. The second seven (7) holidays may be used as time off at any time between January 1 and June 30.

The taking of Holiday time as time off shall be subject to the provisions of Article 12, Section 10.

**SECTION 2.** Employees required to work on a holiday that is not their regularly scheduled tour of duty shall be compensated for said date at time and one half rate, in addition to their holiday pay.

**SECTION 3.** If the Mayor releases City employees early prior to a holiday, members shall be granted compensatory time for each hour. Any additional holidays that are not included in the most recently signed union contract or on the state holiday list, but are given to City Hall employees, will also be granted as compensatory time to officers on a one-to-one basis.

**SECTION 4.** Members of the Union will be granted four (4) personal days. Members will request this day at least twenty-four (24) hours in advance, except in the case of an emergency. Personal days will not be denied to avoid the hiring of overtime.

**ARTICLE 12: MISCELLANEOUS PRIVILEGES**

**SECTION 1.** The employer shall provide a bulletin board for UNION material.

**SECTION 2.** The City of Newburyport will assume responsibility of any damages or lawsuits against a Police Officer instituted while said officer is engaged in the discharge of his duties.

**SECTION 3.** The City may require an employee to release to its officials and agents any relevant medical records to assist the CITY in determining fitness to resume duty after and long-term leave of in determining eligibility for long-term sick leave or for benefits under M.G.L. c. 41, Section 100 or Section 111F. The City shall maintain the confidentiality of such records by limiting their disclosure only to persons with a need to know. Employees shall be provided a copy of any report from a medical provider designated by the City to review any records released or to examine the employee.

**SECTION 4.** An employee who is absent from work for any reason in excess of 90 consecutive calendar days shall cease accruing vacation and sick leave until his/her return to active service. During the first 90 days of absence, an employee on authorized injured or sick leave shall accrue vacation and sick leave.

**SECTION 5.** All employees will participate in an annual performance evaluation process. These performance evaluations will focus on goals and objectives. The City and Union will agree to a mutually acceptable format. The performance evaluation stipend will be eliminated starting FY 2015.

**SECTION 6.** All UNION Employees shall be paid on a bi-weekly basis. Implementation of bi-weekly pay shall be in conformity with M.G.L c. 149, Section 148.

**SECTION 7.** Starting the Friday preceding Memorial Day and ending on Labor Day, if the dispatch shift cannot be filled by dispatch staff, members of NEPBA Local 30 will be hired on overtime on a one-to-one basis. This section applies to weekends only, starting with the second shift on Friday and ending with the second shift on Sunday, and to all weekdays during the week of Yankee Homecoming.

**SECTION 7A.** The City of Newburyport may employ civilian dispatchers to perform dispatching services. The Marshal or his designee, from time to time, may assign police officers to cover said service, including working alongside civilian dispatchers. In the event that dispatch or NEPBA LOCAL 30 cannot fill the desk shift for overtime, and a full-time police officer is assigned to work a dispatching shift ordinarily staffed by civilians in lieu of his or her regular assigned duties, the officer shall receive four (4) hours' time owed for such shift.

**SECTION 8.** The UNION shall adopt the attached Alcohol and Controlled Substance Use and Testing Policy for the Newburyport Police Department.

**SECTION 9.** Employees who undergo specialized training at the expense of the City shall be expected to share the benefits of that training with other members of the department, including but not limited to the following:

- Conducting such training in house;
- Responding on an ad hoc basis in situations where the specialized training comes into play;
- Sharing written materials with the command staff and other officers;
- Making recommendations for in house training or changes in policies and procedures.

Before the training occurs, the Marshal and the officer must agree in writing to a time certain during which the officer will conform to the above.

**SECTION 10.** In consideration of the City's willingness to grant compensatory time off in lieu of overtime under Article IX, Section 6, to offer the option of holidays compensated in the form of time off under Article XI, Section IA, and to offer increased vacation benefits, the UNION agrees that the Marshal or his designee shall have the right to place restrictions, to limit overtime costs, on the number of officers on a shift who are on voluntary leave (vacation, comp. time, and holiday time) at the same time, in accordance with the limits set forth in Article X, Section 2.

### **ARTICLE 13: LIFE AND MEDICAL INSURANCE**

**SECTION 1.** Life and accidental Death and Dismemberment Insurance shall be a \$10,000.00 policy.

**SECTION 2.** All health insurance benefits are as negotiated with the City's Public Employee Committee (PEC) in the PEC agreement. In the event that the PEC and the City negotiate any changes to this agreement, such changes will be automatically incorporated into this contract.

**SECTION 3.** In the event an officer becomes infected with HIV-positive or Hepatitis B, such infection shall be presumed to have been suffered in the line of duty if documented records exist which confirm duty-related contact with the virus.

**SECTION 4.** The City shall pay the cost of immunization against Hepatitis B

### **ARTICLE 14: WAGES**

**SECTION 1.** The wages for all Newburyport Police Officers covered by this Agreement shall remain as outlined in this Article 14, Section 5.

**SECTION 2.** The City shall pay a night differential of five percent (5%) of the contract base hourly rate for the second shift and seven percent (7%) of the contract base hourly rate for the

third shift regardless of starting or ending times. Starting in FY20 the shift differential is calculated inclusive of educational incentive. Shift differential shall be automatically paid to officers who are permanently assigned to second or third shift. This includes officers who are permanently assigned to the shift but working outside their regularly scheduled hours (i.e. overtime, special assignments or patrols, including grant shifts, gang patrols, dispatch, and any other shift not expressly listed). "Per shift" night differential shall be paid by multiplying the Officer's overtime rate by 1.05 for evening shift overtime and 1.07 for midnight shift overtime.

**SECTION 3.** Any officer assigned to Inspector's duties as per the Rules and Regulations of the Newburyport Police Department shall be paid fifteen percent (15%) above the top officer. All inspectors shall work a forty hour work week Monday through Friday. Inspectors will not be paid overtime for receiving calls or being asked questions and directions when not at work and outside the normal Inspector work week. Inspectors shall be eligible for court time as per the contract agreement.

**SECTION 4.** An officer that is assigned by the City Marshal to be the School Resource Officer shall receive annual compensation of \$2,500.00 as part of their bi-weekly pay during the time that they are assigned such duties.

**SECTION 5. WAGE SUPPLEMENT**

A. Wages (see Appendix A)

|      | COLA |
|------|------|
| FY24 | 2.0% |
| FY25 | 1.5% |
| FY26 | 2.5% |

B. Officers sworn in from and after July 1, 2004 shall receive the following salaries for each of their first three years, service prior to reaching the full 100% pay of a senior officer.

- 80% of senior officer's rate upon hire
- 85% of senior officer's rate upon six months or upon completion of the academy, whichever is sooner
- 90% of senior officer's rate upon completion of one year
- 95% of senior officer's rate upon completion of second year
- 100% of senior officer's rate upon completion of third year

C. Lateral transfers may advance up to the 100% senior officer rate based on their previous time served as a full-time police officer with another employer. However, advancement to all subsequent steps above 100% will be based on actual time served as a full-time police officer in the City of Newburyport. For example, a lateral transfer starting in Newburyport on October 1, 2023, will advance to the 7-year step on October 1, 2030, and the 15-year step on October 1, 2038.

- D. Steps are based on service in Newburyport, not on one's entire police career. For existing members hired before July 1, 2023, the City agrees to step officers based on their service as full-time police officers. For members hired on or after July 1, 2023 step progression will be based solely on service in Newburyport. Beginning July 1, 2023, steps will take effect on the date of an officer's 7 or 15 year anniversary. Officers who are already at this amount of services will see their wages increase in all compensation moving forward. There will be no back-pay for wages at these higher steps before July 1, 2023.
- E. All employees are required to participate in a mandatory direct deposit program.

### **ARTICLE 15: SPECIAL ASSIGNMENTS AND OUTSIDE DETAILS**

**SECTION 1.** Assignments and outside details shall be made by the City Marshal or his designee, and they shall be accepted on a volunteer basis unless the City Marshal or his designee shall determine an emergency, then the City Marshal shall, in accordance with his statutory authority, be permitted to order any officer to work. They shall be offered to full-time officers (including Superior officers), retired officers who have been appointed special officers, reserves, and special officers, in that order.

**SECTION 2.** Assignments and outside details shall be offered on a rotation basis.

**SECTION 3.** No such assignment shall be made until the person or organization requesting the officer's service agrees to pay the following rate:

The hourly outside detail rate shall be computed at one and one-half (1 ½) times the hourly rate of a Senior Patrolman with a Master's Degree. This hourly rate shall be rounded up to the highest dollar amount. A rate of time and one half shall be paid for all details that exceed eight (8) hours exclusive of meals and for so called "coffee" breaks.

The hourly outside detail rate for weekends from Friday (5:00 pm) through Monday (7:00 am); weeknights between 7:00 pm and 7:00 am; and holidays shall be computed at one and one-half (1 ½) times the hourly rate of a Senior Patrolman with a Master's Degree, plus an additional ten (\$10.00) dollars per hour.

Officers will be hired for a minimum of four (4) hours, or eight (8) hours if the actual time worked exceeds four (4) hours. If a detail is scheduled for eight (8) hours, officers will be paid a minimum of eight (8) hours, regardless of the end time prior to the eight (8) hours. These rates shall take effect the date of the signing of this Agreement.

**SECTION 4.** The hourly rate for "Strike Duty" and "Hazard Duty" shall be computed at double the hourly detail rate. "Strike Duty" shall be determined as any type of public or private job action, which requires a police presence to preserve public safety as prescribed by the Marshal and/or his designee. "Hazard Duty" shall be given in event of State of emergency declared by Governor involving acts of God (i.e., floods, hurricanes, ice storms, wind storms, downed trees,

etc.). In the event that a State of Emergency exceeds fourteen (14) days, the Marshal reserves the right to adjust the hourly detail rate described within this Section 4 as deemed appropriate.

Furthermore, "Hazard Duty" shall also be determined as any type of health hazard, public or private; which requires a police presence to preserve public safety as prescribed by the Marshal and/or his designee.

Upon notification to hospital administration by the Marshal, any Anna Jaques Hospital detail will be considered as Hazard Duty.

**SECTION 5.** The minimum guarantees for details over four hours shall not apply for the Newburyport School Department.

**SECTION 6.** The CITY shall establish up to a 10% administrative fee per hour per officer for the cost of administering details, under c. 44, Section 53C. Of that amount \$0.50 per officer shall continue to be maintained in an escrow account.

The detail scheduling officer shall continue to be compensated under the same formula (which is 1.25% of the total detail payroll) in effect prior to this agreement. Said officer shall be paid out of the 10% administrative fee. Said officer shall continue to administer scheduling and payment of details. The balance of the administrative fee shall be deposited as per Section 53C. This paragraph does not apply to City details. The Union and the City will review the accumulated amount in order to ascertain and analyze whether or not the escrow is large enough to draw on.

**SECTION 7.** The assignment and detail list shall be kept up to date and posted for all to see.

**SECTION 8.** During the re-routing and/or partial re-routing of traffic on only major roads or ways, in the City of Newburyport, full-time uniformed police officers shall be utilized as long as they are available. Work on any other road or way shall require a uniformed police officer only after a determination by the City Marshal or his designee that without such officers, a safety hazard would exist.

During any private excavation of a roadway, or any portion thereof, full time uniformed police officers shall be utilized as long as they are available. Upon issuance of the permit by the Public Works Superintendent, conditions of this Article shall be met.

**SECTION 9.** No officer will be allowed to work a private detail or departmental overtime within twenty-four (24) hours following reporting sick for his regular shift.

**SECTION 10.** No one outside the bargaining unit shall be allowed to perform the duties of a police officer except in cases of emergency, and except during Yankee Homecoming Events. If no full-time regular officer is available, a reserve officer, or provisional officer, or special officer

shall be hired in that order. However, for Yankee Homecoming Events, auxiliary or Civil Defense members may be used on a ratio of one to one with regular officers.

**SECTION 11.** On cancellation of a detail where an officer has been hired, notification must be made at least two (2) hours prior to starting time. Failure to do so will result in the officer being paid for a four (4) hour minimum.

**SECTION 12.** Residency Requirements pursuant to G.L. c. 150E and G.L. c 41, section 99A, Union police officers employed by the City of Newburyport shall maintain residency anywhere within 15 miles of the furthest border(s) of the City. Union police officers employed by the City of Newburyport may live in either the Commonwealth of Massachusetts or in the State of New Hampshire so long as within the 15 mile limit. The article applies to current, active full-time Union Newburyport police officers and future full-time Union Newburyport police officers and will remain in full force as part of the collective bargaining agreement between the City and the Union.

#### **ARTICLE 16: TEMPORARY DUTY IN A HIGHER RANK**

##### **SECTION 1.**

A patrolman may accept a supervisor's City overtime assignment under the following conditions:

- A. Before a supervisor is ordered to work a City overtime assignment.
- B. A patrol officer accepting a supervisor overtime assignment shall be paid as outlined in Article 16, paragraph 1.
- C. In addition, the patrol officer shall be paid the additional temporary supervisor wage expecting Article 16, paragraph 1, under the following provisions: when in the event a supervisory shift needing to be filled cannot be filled by another regular supervisor and the current, on-duty, supervisor is now be forced to work beyond the 18 hour period as delineated above, and the patrol officer is the senior patrol officer on duty, and the forced to-work supervisor advices the senior patrol officer, other on-duty officers or the department dispatcher that he is leaving work for rest or other reason but will remain on-call. Should it be discovered that the on-duty supervisor placing him/herself on-call never notified anyone of his/her actions, the senior patrol officer shall also be considered the acting supervisor for that shift and shall be paid accordingly.

##### **SECTION 2.**

The CITY will pay any patrol officer who is temporarily assigned as Shift Supervisor by the City Marshal or his designee, one hundred dollars (\$100.00) per regular shift, weekend, or holiday shift that he/she has been assigned as Shift Supervisor.

#### **ARTICLE 17: CLOTHING AND EQUIPMENT ALLOWANCE**

All police officers covered by this agreement shall be granted an annual Clothing and Equipment allowance of \$2,200; \$1,100 shall be paid in a lump sum on the second pay period in July and the remaining \$1,100 shall be paid by the City in the first pay period of January.

**ARTICLE 18: EDUCATION INCENTIVE**

**SECTION 1.** The City of Newburyport recognizes the importance of higher education for Patrol Officers. Accordingly, any permanent full-time Patrol Officer who has or obtains an eligible degree from an accredited degree program shall receive educational benefits as follows for their highest level of education:

| <b>Education Degree or Credits Earned</b>   | <b>Percentage Pay</b> |
|---|-----------------------|
| Associate’s Degree or 60 credits earned toward a Baccalaureate in an approved program | 10%                   |
| A Baccalaureate degree in an approved program   | 20%                   |
| Master's degree in an approved program; Law Degree (Juris Doctor)                     | 25%                   |

The education incentive will be compensated as a percentage increase to base pay as outlined in the pay scale set forth in Article 14 (Wages) as part of the employee’s bi-weekly compensation. The education incentive shall be deemed regular compensation for the purposes of computing overtime, court-time, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave and is part of regular compensation for pension-retirement.

**SECTION 2.** The City acknowledges that all NEPBA LOCAL 30 members with conferred degrees prior to the signing date (date to be determined) of this agreement, have approved degrees and remain eligible for educational benefits under this article.

**SECTION 3.** After ratification of this contract (date to be determined), members of the NEPBA LOCAL 30 pursuing a new degree (associate’s, bachelor’s, master’s) may pursue degrees beyond criminal justice and law enforcement at the discretion of the Administration. Eligible degrees include those in the fields of Sociology, Psychology, Counseling, Communications, Leadership, and Business Administration. A degree in a field not expressly listed, that could potentially contribute to better police management and effectiveness, must be approved in writing by the City Marshal and the Mayor prior to enrollment in order to be eligible for compensation under education incentive article. Additionally, employees enrolling in a new program must adhere to the following:

- a. Employees must provide a written letter of intent to enroll in a program.
- b. Enrollment must be signature approved in advance by both the City Marshal and the Mayor.
- c. Employees must provide either a copy of their diploma, an official copy of transcripts denoting credits or degree conferred, or an official letter from the registrar's office confirming the conferred degree in the approved area of study.



- d. The base pay increase will be made immediately upon presentation of the required documentation to the City. The start date for the increase shall be the date of conferment of the approved degree.
- e. If an official letter states the degree will not be conferred until a future date, the pay increase will not be made until additional confirmation of degree conferment is provided.

**ARTICLE 19: COURT TIME**

Any Police Officer required to attend any court at any time outside their regular tour of duty shall be compensated for said appearance at the time and one half rate for a minimum of four (4) hours only so long as the attendance of said court is related to events or acts occurring in the performance of police duties.

**ARTICLE 20: LONGEVITY**

**SECTION 1.**

- A. For all employees hired prior to January 1, 1995, the City agrees to pay the following longevity incentive rates upon reaching anniversary date of employment:

|                             |                    |
|-----------------------------|--------------------|
| Upon completion of 20 years | 8% of Base Salary  |
| Upon completion of 25 years | 10% of Base Salary |

- B. The CITY agrees to pay the following longevity incentive rates to employees hired on or after January 1, 1995:

|                             |            |
|-----------------------------|------------|
| Upon completion of 5 years  | \$400.00   |
| Upon completion of 10 years | \$600.00   |
| Upon completion of 15 years | \$800.00   |
| Upon completion of 20 years | \$1,000.00 |
| Upon completion of 25 years | \$1,200.00 |

- C. All officers hired on or after November 1, 2000 will not be eligible for Longevity.
- D. Longevity incentive will be paid during the first pay period in December to members who are within sixty days before or after their anniversary date of employment.

**ARTICLE 21: SICK LEAVE**

**SECTION 1.** Sick leave shall be granted for sickness or injury off the job.

**SECTION 2.**

- A. Each employee hired prior to January 1, 2007 shall be credited with eighteen (18) days per year (1.5 days per month) and shall be allowed to accumulate an unlimited number of sick days.
- B. Each employee hired on or after January 1, 2007 shall be credited with fifteen (15) days per year (1.25 days per month) and shall be allowed to accumulate an unlimited number of sick days.

**SECTION 3.** A certificate is required from a physician for sick leave absence in excess of three (3) consecutive days. Such certificate must be returned to the City Marshal prior to being allowed to return to duty, however, the City Marshal may waive this requirement at his discretion.

Any employee who is out sick must complete the attached Sick Leave Report upon his/her return. A doctor's certificate verifying the illness may be required in cases of suspected abuse after the employee has been counseled about the abuse. Suspected abuse shall include, by way of example but not limited to the following:

- Historical usage of large amounts of short-term (less than 5 day absences) sick leave;
- A pattern of taking sick days connected to other days off, whether regularly scheduled or vacation or personal days.
- A pattern of taking sick days on a weekend or on a certain day of the week. (A pattern shall be defined as time taken in the same or similar sequence four or more times during a fiscal year.)

Further falsifying sickness shall constitute grounds for a disciplinary action under the Department Discipline Policy. An employee's submitting a claim for Sick Leave based on a false statement or covering a period during which the employee was not actually sick or injured will be considered as having abused the Sick Leave Article.

Nothing in this article shall impair the City's right, in appropriate cases, to require a medical or psychological exam to determine the legitimacy of a claim of sick leave in excess of three consecutive days. The City shall bear the expense of any fees charged for such exam. In the event the City denies claimed sick leave in whole or in part, and there is a dispute about the employee's eligibility for sick leave, the matter may be the subject of a grievance under Article VI.

**SECTION 4.** On the death, the retirement or the resignation following completion of ten (10) consecutive years of service, all members of the Newburyport Police Department that were hired before July 1, 2017 (or their heirs in the event of death) shall be eligible for sick leave buy back.

Employees will be allowed to accumulate up to 280 sick days during the course of their employment with the City. For employees hired before July 1, 2017, the City shall be obligated

to buy back up to a maximum of 50% (140 max) of accumulated sick days from an employee at their then current daily pay rate.

Employees with ten (10) or more years of service shall be eligible to buy back fifty percent (50%) of their sick leave accrual, up to a maximum of twenty-five (25) days per year, with each such day valued at ninety percent (90%) of their then current daily rate; provided, however, that employees who exercise this option must retain at least fifty (50) sick leave days of their accrued credit. Any sick leave days bought back pursuant to this section shall be deducted from the sick leave balance available for buyback upon retirement or death. The maximum sick leave buyback for each employee's entire career working for the Newburyport Police Department shall be capped at 140 days. This buyback plan is voluntary.

An employee who wishes to exercise any buyback option in the next fiscal year shall provide written notice to the Mayor and Department Head by December 1 of the fiscal year prior. An employee who gives the required notice in a timely fashion shall receive this sick leave buyback in the first full pay period of the next fiscal year. If the employee fails to give requisite notice by December 1, the City will have no obligation to make the buyback payment until the first full payroll of the fiscal year for which the City has had the requisite notice and opportunity to budget for the necessary funds.

**SECTION 5.** Each employee who has used one (1) sick day or less from July 1- June 30 of the previous year will be awarded two (2) extra personal days, or two day's pay, as a bonus for that year. Employees who use more than one sick day but not more than three (3) sick days in the year will be awarded one (1) extra personal day, or one day's pay, as a bonus for that year. The day's pay will be calculated on the wage rate set forth in Article XIV, Section 5.

**SECTION 6.** The parties acknowledge the right of the City to adopt policies for the orderly administration of the federal Family and Medical Leave Act of 1993 and the state Small Necessities leave Act. Such policies shall not be inconsistent with said statutes nor with the express terms of this Agreement. Before adopting such policies, the City shall provide a draft copy to the Union and afford it a reasonable opportunity to consult about and discuss any questions or concerns.

**SECTION 7.** In extenuating circumstances, any employee may transfer sick time to another employee providing that the recipient has used the balance of their sick time. All such sick time transfer requests must be approved by the Mayor.

**SECTION 8.** The City is in the process of updating and modernizing its parental and sick leave policies for all employees and agrees to work with the Union to incorporate the relevant changes herein.

## **ARTICLE 22: BEREAVEMENT LEAVE**

Bereavement leave as provided in this Article shall be available as of July 1, 1984, and each year thereafter. Said leave shall be for time not to exceed one work week (four days), unless the City

Marshal feels that the circumstances surrounding said bereavement warrants more time. Full pay will be granted in case of death in the family.

The above-described Bereavement Leave will be granted upon the death of an immediate family member (husband, wife, partner, parent, child, step-child, foster child, brother, sister, mother's and father's in-law, grandmother, grandfather, partner's mother, father, grandmother or grandfather, brother-in-law, sister-in-law, aunt, uncle, cousin, spouses aunt, spouses uncle, domestic partner, and non-family member with permission from the Marshal or his designee.) Should any such death occur during an employee's scheduled vacation or days off, then the four (4) days of bereavement leave will be substituted for said vacation or days off, and the vacation or days off will be rescheduled.

In addition to the death of an immediate family member, a member of the Union may request the use of Bereavement leave by submitting a written request to the City Marshal for his/her approval.

#### **ARTICLE 23: HEALTH INSURANCE REIMBURSEMENT**

Employees that are currently enrolled in a City health insurance plan as of January 1, 2007 will be reimbursed for terminating their health insurance in a City plan and enrolling in a non-City health insurance plan. Employees hired after January 1, 2007 will also be eligible for reimbursement for declining health insurance with the City upon hiring and remaining off the City's health insurance plan. Employees currently on an individual plan and new employees hired after January 1, 2007 will annually receive a \$1000.00 stipend and employees currently on a family plan will receive a \$2000.00 stipend for remaining off the City health insurance plan for an entire fiscal year subject to the requirements of this paragraph. Employees must notify the City by June 1st of each year of their intention not to enroll in a City health insurance plan for the following fiscal year and sign an appropriate waiver of insurance agreement. Employees who choose not to enroll in a City health insurance plan will only be allowed to re-enroll during a fiscal year if a qualifying event occurs. If an employee, as described above, remains off the City health insurance plan for an entire fiscal year he/she will receive the appropriate stipend as described above on June 30th of that fiscal year.

#### **ARTICLE 24: WELLNESS**

Effective July 1, 2008, officers will receive up to \$200.00 per fiscal year beyond the amount they are eligible for under their health insurance plan, as a reimbursement for health club membership and participation in approved wellness clinics and classes.

#### **ARTICLE 25: ACCREDITATION STIPEND**

Effective July 1, 2023, as incorporated into Article 14 Wages, there was a one-time increase to the base salary of 5% to replace the annual stipend previously granted under this article. The Union and the City agree to continue to make a good faith effort to maintain accreditation.

## **ARTICLE 26: BODY ARMOR**

The purpose of this policy is to provide sworn members of the Newburyport Police Department with guidelines for the proper use and care of body armor. This policy is not intended to be disciplinary in nature, nor shall it be used in any way as a basis for discipline; rather, its sole purpose is to ensure maximum officer safety.

It is the policy of the Newburyport Police Department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

Definitions:

**Field Activities:** Duty assignments and/or tasks that place or could reasonably be expected to place officers in situations where they would be required to act in enforcement rather than administrative or support capacities.

### **A. Issuance of Body Armor**

- a. All officers shall be issued agency approved body armor.
- b. The issuance of body armor shall be at no cost to the individual officer.
- c. Body armor that is worn or damaged shall be replaced by the Department.

### **B. Use of Body Armor**

- a. Officers that are assigned to the uniformed function are required to wear body armor during their shift while engaged in field activities. Notwithstanding the requirements set forth in this policy, there are Departmental exemptions as follows:
  - i. When a physician determines that an officer has a medical condition that would preclude the wearing of body armor.
  - ii. Officers whose duties are primarily administrative are not required to wear body armor. Inspector duties are said to be primarily administrative.
  - iii. When the officer is involved in undercover or plain clothes work that his supervisor determines could be compromised by wearing body armor; or
  - iv. When the OIC determines that circumstances make it inappropriate to mandate wearing body armor.
  - v. On paid details or bike patrol.
  - vi. Any other circumstance as prescribed by the City Marshal or his/her designee

### **C. Inspections of Body Armor**

- a. The individual officer shall be responsible for compliance with this policy.
  - b. Annual inspections of body armor shall be conducted for fit, cleanliness and signs of damage, abuse, and wear. This may be accomplished as part of annual firearms training.
- D. Care, Maintenance, and Replacement of Body Armor
- a. Officers shall routinely inspect personal body armor for signs of damage and for general cleanliness.
  - b. As dirt and perspiration may erode ballistic panels, each officer shall be responsible for cleaning personal body armor in accordance with the manufacturer's instructions.
  - c. Officers are responsible for the proper storage, maintenance and care of body armor in accordance with the manufacturer's instructions.
  - d. Officers are responsible for reporting damage or excessive wear to the ballistic panels or cover to their immediate supervisor.
  - e. Body armor will be replaced by the Department in accordance with the guidelines and protocols established by the National Institute of Justice.
- E. This policy is designed purely for officer safety; this policy shall in no way serve as a basis for discipline (progressive or otherwise), nor shall enforcement of this policy be accomplished through disciplinary measures.

**ARTICLE 27: BODY-WORN CAMERAS**

All officers are required to wear and use body-worn cameras in accordance with the Policies and Procedures set forth by the Newburyport Police Department.

Effective July 1, 2023, as incorporated into Article 14 Wages, there was a one-time increase to the base salary of 1% in recognition of adding this article and eliminating the monthly technology stipend for use of personal cell phones.

**ARTICLE 28: INFECTIOUS/COMMUNICABLE DISEASE**

In the event an officer becomes exposed to or infected with an Infectious/Communicable Disease, such infection will be presumed to have been suffered in the line of duty if documented records exist which confirm duty-related contact with the disease/virus.

"Infectious/Communicable Disease" shall include the following: Meningitis, Childhood communicable diseases, Herpes virus, Hepatitis A, Hepatitis B, Hepatitis non A/non B, Hepatitis C, Rabies, H.I.V. (human immunodeficiency virus) AIDS (acquired immune deficiency syndrome) or AIDS-related complex, Small Pox, SARS (severe acute respiratory syndrome), Tuberculosis, Lice and Scabies.

The City shall replace all uniforms and work clothing that have been damaged, destroyed, or contaminated to the point where they are no longer suitable when such damage, destruction, or contamination is a direct result of the employee coming into contact with a person who has an infectious/communicable disease in the line of duty. Every effort shall be made by the employee to clean and disinfect his/her uniform and work clothing following the incident. The Marshal or his/her designee shall determine when uniforms and work clothing are in need of replacement under these circumstances.

#### **EXPOSURE TO INFECTIOUS/COMMUNICABLE DISEASE**

Recognizing that police personnel are exposed to or may be exposed to infectious/communicable diseases in the course of their regular duties, the City will make arrangements which allow bargaining unit members who have reason to believe that they have been exposed in performance of their duties to infectious/communicable Diseases to be immediately tested. Testing facilities must be available to bargaining unit members on a prompt basis at no cost to the employee. The City reserves the right to require an employee to be tested to ensure that he/she can safely perform the essential functions of his/her position according to the provisions of MGL Chapter 111 Section F. Family members will be examined at the City's expense if the officer's exam has positive results.

**SECTION 1.** In the event an officer has to quarantine by the Marshal, or through any state or federal mandate as a result of a State of Emergency, an officer will remain under quarantine as mandated by the State, or Federal requirements, or at the Marshal's discretion. The Officers personal time, including vacation, holiday, personal, sick, or time owed will not be used during the quarantine.

#### **INFECTIOUS/COMMUNICABLE DISEASE IMMUNIZATION**

The City will make available to each employee proper vaccination against Hepatitis B and any other vaccination that may become available during the duration of this Agreement for the above-listed Infectious/Communicable Diseases.

#### **INFECTIOUS/COMMUNICABLE DISEASE TRAINING**

The City will provide training and equipment to assist in recognizing and/or preventing the communication of the "Infectious/Communicable Disease" listed above in paragraph 2 of this Agreement. The City and the Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection.

### **ARTICLE 29: DURATION OF AGREEMENT**






This agreement shall be in full force and effect from July 1, 2023 to and including June 30, 2026, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.


Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions of this Agreement, either party may service upon the other notice of such party's desires to revise or change terms or conditions of such agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

The provisions of this agreement shall be retroactive to the start date of the agreement, July 1, 2023. Any retroactive payments due to members shall be made within 30 days of the signing of this agreement.

For the Union:

For the City:

  
\_\_\_\_\_  
Eric Andrukaitis, President  
NEPBA Local 30  
Date: 11/16/2023

  
\_\_\_\_\_  
Mayor Sean R. Reardon  
City of Newburyport  
Date: 11/22/2023



**APPENDIX A: WAGE SCALE**

**FY2024 1st Half** (7/1/2023-12/31/2023)

|                   |     | <u>Entry</u> | <u>6 Mos</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>7 Years</u> | <u>15 Years</u> |
|-------------------|-----|--------------|--------------|---------------|----------------|----------------|----------------|-----------------|
| % of Sr. Officer: |     | 80%          | 85%          | 90%           | 95%            | 100%           | 100%           | 100%            |
| Base              |     | 58,970.90    | 62,656.58    | 66,342.26     | 70,027.94      | 73,713.62      | 73,713.62      | 73,713.62       |
| Associate         | 10% | 64,867.99    | 68,922.24    | 72,976.49     | 77,030.73      | 81,084.98      | 81,084.98      | 81,084.98       |
| Bachelor          | 20% | 70,765.08    | 75,187.90    | 79,610.71     | 84,033.53      | 88,456.34      | 88,456.34      | 88,456.34       |
| Master/JD         | 25% | 73,713.63    | 78,320.73    | 82,927.83     | 87,534.93      | 92,142.03      | 92,142.03      | 92,142.03       |

**FY2024 2nd Half** (1/1/2024-6/30/2024)

|                   |     | <u>Entry</u> | <u>6 Mos</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>7 Years</u> | <u>15 Years</u> |
|-------------------|-----|--------------|--------------|---------------|----------------|----------------|----------------|-----------------|
| % of Sr. Officer: |     | 80%          | 85%          | 90%           | 95%            | 100%           | 100%           | 103%            |
| Base              |     | 58,970.90    | 62,656.58    | 66,342.26     | 70,027.94      | 73,713.62      | 73,713.62      | 75,925.03       |
| Associate         | 10% | 64,867.99    | 68,922.24    | 72,976.49     | 77,030.73      | 81,084.98      | 81,084.98      | 83,517.53       |
| Bachelor          | 20% | 70,765.08    | 75,187.90    | 79,610.71     | 84,033.53      | 88,456.34      | 88,456.34      | 91,110.04       |
| Master/JD         | 25% | 73,713.63    | 78,320.73    | 82,927.83     | 87,534.93      | 92,142.03      | 92,142.03      | 94,906.29       |

**FY2025 1st Half** (7/1/2024-12/31/2024)

|                   |     | <u>Entry</u> | <u>6 Mos</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>7 Years</u> | <u>15 Years</u> |
|-------------------|-----|--------------|--------------|---------------|----------------|----------------|----------------|-----------------|
| % of Sr. Officer: |     | 80%          | 85%          | 90%           | 95%            | 100%           | 100%           | 103%            |
| Base              |     | 59,855.46    | 63,596.42    | 67,337.39     | 71,078.35      | 74,819.32      | 74,819.32      | 77,063.90       |
| Associate         | 10% | 65,841.01    | 69,956.06    | 74,071.13     | 78,186.19      | 82,301.25      | 82,301.25      | 84,770.29       |
| Bachelor          | 20% | 71,826.55    | 76,315.70    | 80,804.87     | 85,294.02      | 89,783.18      | 89,783.18      | 92,476.68       |
| Master/JD         | 25% | 74,819.33    | 79,495.53    | 84,171.74     | 88,847.94      | 93,524.15      | 93,524.15      | 96,329.88       |

**FY2025 2nd Half** (1/1/2025-6/30/2025)

|                   |     | <u>Entry</u> | <u>6 Mos</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>7 Years</u> | <u>15 Years</u> |
|-------------------|-----|--------------|--------------|---------------|----------------|----------------|----------------|-----------------|
| % of Sr. Officer: |     | 80%          | 85%          | 90%           | 95%            | 100%           | 103%           | 106%            |
| Base              |     | 59,855.46    | 63,596.42    | 67,337.39     | 71,078.35      | 74,819.32      | 77,063.90      | 79,375.82       |
| Associate         | 10% | 65,841.01    | 69,956.06    | 74,071.13     | 78,186.19      | 82,301.25      | 84,770.29      | 87,313.40       |
| Bachelor          | 20% | 71,826.55    | 76,315.70    | 80,804.87     | 85,294.02      | 89,783.18      | 92,476.68      | 95,250.98       |
| Master/JD         | 25% | 74,819.33    | 79,495.53    | 84,171.74     | 88,847.94      | 93,524.15      | 96,329.88      | 99,219.78       |

**FY2026** (7/1/2025-6/30/2026)

|                   |     | <u>Entry</u> | <u>6 Mos</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>7 Years</u> | <u>15 Years</u> |
|-------------------|-----|--------------|--------------|---------------|----------------|----------------|----------------|-----------------|
| % of Sr. Officer: |     | 80%          | 85%          | 90%           | 95%            | 100%           | 103%           | 106%            |
| Base              |     | 61,351.84    | 65,186.33    | 69,020.82     | 72,855.31      | 76,689.80      | 78,990.49      | 81,360.21       |
| Associate         | 10% | 67,487.02    | 71,704.96    | 75,922.90     | 80,140.84      | 84,358.78      | 86,889.54      | 89,496.23       |
| Bachelor          | 20% | 73,622.21    | 78,223.60    | 82,824.98     | 87,426.37      | 92,027.76      | 94,788.59      | 97,632.25       |
| Master/JD         | 25% | 76,689.80    | 81,482.91    | 86,276.03     | 91,069.14      | 95,862.25      | 98,738.11      | 101,700.26      |

