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Between

THE CITY OF NEWBURYPORT, MASSACHUSETTS

And

**New England Police Benevolent Association Local 31
Superior Officers Union (SOU)**

July 1, 2020 THRU June 30, 2023

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AGREEMENT

By and Between the City of Newburyport and
The New England Police Benevolent Association, Local 31 (Superior Officers)
For the period of July 1, 2020 to June 30, 2023

WITNESSETH, whereas the well being of the employees covered by this Agreement in the efficient and economic operation of the Police Department required 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 **SOU** as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for Sergeants and Lieutenants within the appropriate bargaining unit, employed by the Newburyport Police Department. The **CITY**, the Police Marshal, and the **SOU** agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the **SOU**

SECTION 2. The unit to which this Agreement is applicable consists of all full-time Police Sergeants and Lieutenants including officers in acting positions if any, employed by the City of Newburyport in this Police Department, excluding the City Marshal.

SECTION 3. The **CITY**, the Police Marshal, and the covered **SOU** 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 which shall not include persons whose sexual orientation involves minor children as the object, ancestry of any individual, or because of the handicap of any person alleging to be a qualified handicapped person unless based upon a bonafide occupational qualification.

SECTION 4. An **SOU** officer shall be allowed time off for negotiations or conferences with City officials and the City Marshal, without loss of pay or benefits, subject to prior approval of the City Marshal. This shall also apply to the State Labor Board, or other related bodies for business relative to the Agreement.

SECTION 5. The **SOU** officers and representatives are as follows: President, Vice President and Secretary/Treasurer.

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

ARTICLE 2

MANAGEMENT'S 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 G.L.C. 150E, the terms of the Collective Bargaining Agreement shall prevail.

ARTICLE 3

UNION BUSINESS

SECTION 1. SOU officers shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the SOU officer shall request permission from the Marshal or his Designee. Permission may be withheld by the Marshal or his Designee because of operating requirements, but which permission may not be withheld for more than twenty-four (24) hours.

SECTION 2. Subject to prior written notice to the Marshal member of the SOU, as may be designated by the SOU, may be granted 4 hours leave to attend the monthly meeting of the New England Police Benevolent Association

ARTICLE 4

STABILITY OF AGREEMENT

SECTION 1. No amendment, alteration, or variation of terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

SECTION 2. The failure of the Employer to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and 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 SOU dues from the SOU members who voluntarily agree in

writing to have their dues deducted and to mail said dues with a list of names from whom dues have been deducted to the New England Police Benevolent Association. In accordance with M.G.L. 150E, the City agrees to deduct an agency fee from those who voluntarily agree to pay such fee in writing from all employees who elect to remain non-members and mail said fee with a list of names from whom the fee has been deducted to the New England Police Benevolent Association. The Agency Fee for non-members shall be ninety percent (90%) of the weekly dues. The Union agrees to indemnify the City for any damages or costs in complying with this Article.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute, which may arise between the 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 designee involved and an earnest effort shall be made to adjust the grievance in an informal matter.

STEP 2 If the grievance is not resolved in Step One, the grievance shall then be reduced to writing by the grievant or the union and presented within 30 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 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 **to the American Arbitration Association**. 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 to extend the time periods by mutual consent. A failure to respond or answer a grievance by the City at Step 2 and 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.

ARTICLE 7

WORK WEEK

The workweek shall consist of forty (40) hours, over a seven-day period, with four (4) consecutive duty days, 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 administration schedules that he/she believes are necessary for effective management.

ARTICLE 8

JOB POSTING/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 6.

Seniority shall be determined by reference to the length of continuous employment as a full-time permanent Police Officer within the Newburyport Police Department.

ARTICLE 9

OVERTIME

SECTION 1. Employees covered by this Agreement shall be paid overtime at the rate of one and one half (1 1/2) times his regular rate of pay for work in . Any work in excess of eight (8) hours in one (1) day or and forty (40) hours in one (1) week.

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 the time and one-half rate for a minimum of 3 hours.

SECTION 4. The regular workweek 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 12, Section 9. 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 calculating 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.

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.

After twenty (20) years, but less than 25 years 2 additional days

After twenty-five years, but less than 30 years 5 additional days

Effective January 1, 2004, an officer with thirty (30) years' 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. (See Letter of Understanding)

SECTION 2. The CITY agrees to grant half vacation days on all vacations to members of SOU. The half day vacations are to be used the first four hours of a shift, or the last four hours of a shift. Half days will be granted with approval from a Supervisor. When overtime is hired to fill a half day vacation, hiring will be as follows:

First half overtime will be offered to members going off duty first. Second half overtime will be offered to members scheduled to report for duty on the next shift.

Supervisors will use the detail list to offer the overtime. If unable to fill the overtime as above, then each member available will be asked in proper rotation from detail list. Same rules apply as in any other hiring of City overtime.

Half vacation days may be approved while other members are on vacation, personal, injured time, sick time with approval from the Supervisor.

SECTION 3. 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 4. For the purpose of this Article, it shall be understood that one (1) week

means seven (7) calendar days.

ARTICLE 11

HOLIDAYS

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	Washington's Birthday
Patriot's Day	Memorial Day
Independence Day	Martin Luther King Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas Day
Veteran's Day	Police Memorial Day

SECTION 1A. Effective July 1, 2007, employees may opt to receive time off for any or all of the twelve holidays in lieu of receiving a day's pay. The option for the first six holidays (July 4 – Christmas) 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 six holidays (New Year's Day to Memorial Day) shall be exercised by May 15 and all such days shall be taken before June 30. The second six 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 9. If an employee is no longer employed before the end of the fiscal year, the employee will reimburse the City for any holidays used that had not yet occurred.

~~The taking of Holiday time off shall be subject to the provisions of Article 12, Section 10. (duplicate line in above paragraph)~~

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. Members of the Police Department will be granted four (4) personal days. Members will request this day at least 24 hours in advance, except in cases of extreme emergency.

ARTICLE 12

MISCELLANEOUS PRIVILEGES

SECTION 1. The Employer shall provide a bulletin board for **SOU** material.

SECTION 2. The City of Newburyport will assume responsibility of any damages or suits 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 any long-term leave or in determining eligibility for long-term sick leave or for benefits under 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.

SECTION 6. All **SOU** 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. The **SOU** shall adopt the attached Alcohol and Controlled Substances Use and Testing Policy for the Newburyport Police Department.

SECTION 8. Specialized Training.
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 with the above.

SECTION 9. In consideration of the City's willingness to grant compensatory time off in lieu of overtime under Article 9, Section 6, to offer the option of holidays compensated in the form of time off under Article 11 Section 1A, and to offer increased vacation benefits, the SOU 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.

SECTION 10. FBI National Academy

Existing Lieutenants will be encouraged and supported to enroll in the FBI National Academy. Participation in this program will be voluntary. Should multiple Lieutenants apply and be admitted, they shall stagger their attendance such that only one employee at a time will be enrolled. Participation during the summer months will not be permitted.

Employees will be paid their standard base pay rate throughout their attendance at the Academy. The City will not be obligated to appoint an acting Lieutenant while the employee is attending the Academy. The City agrees to pay the travel costs associated with this training opportunity, including one round-trip plane ticket during the course of their enrollment.

Newly appointed Lieutenants will be eligible to apply for this program and will be afforded the same financial support of the City should they be admitted into this program.

ARTICLE 13

LIFE AND MEDICAL INSURANCE

SECTION 1: HEALTH INSURANCE

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

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

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.

SECTION 5. 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 June 1, 2007 will also be eligible for reimbursement for declining health insurance with the City upon hiring and remaining off of the City’s health insurance plan. Employees currently on an individual plan and new employees hired after June 1, 2007 will annually receive a \$1,000 stipend and employees currently on a family plan will receive a \$2,000 stipend for remaining off of a 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 of a 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 14

WAGES

SECTION 1. The wages for all Newburyport Police Sergeants and Lieutenants covered by this Agreement shall remain as outlined in this Article 14, Section 3.

SECTION 2. The CITY shall pay a night shift differential of five (5%) percent of the contract base hourly rate for the second shift and seven (7%) percent of the contract base hourly rate for the third shift regardless of starting or ending times. Shift differential is calculated inclusive of educational incentive. Shift differential shall be automatically paid to Superior Officers who are permanently assigned to second or third shift. Shift differential shall be paid on a “per shift” basis to members who work a second or third shift that is not their regularly assigned shift. i.e. Any Superior Officer who works an evening or midnight shift that is not their regularly assigned shift shall receive the shift differential in addition to their overtime rate. This includes Superior Officers who are permanently assigned to the shift but working outside their regularly scheduled hours (i.e. overtime). “Per shift” night differential shall be paid by multiplying the Officers overtime rate by 1.05 for evening shift overtime and 1.07 for midnight shift overtime.

SECTION 3. Increase of wages according to the following schedule:

	COLA
FY21	2.00%
FY22	2.00%
FY23	2.00%

Supervisors Pay Scale			
	2%	2%	2%
Sergeant	FY21	FY22	FY23
Base	\$ 79,022.98	\$ 80,603.44	\$ 82,215.51
Associate	\$ 86,925.28	\$ 88,663.78	\$ 90,437.06
Bachelor	\$ 94,827.58	\$ 96,724.13	\$ 98,658.61
Master/JD	\$ 98,778.73	\$ 100,754.30	\$ 102,769.39
Lieutenant			
Base	\$ 90,876.95	\$ 92,694.49	\$ 94,548.38
Associate	\$ 99,964.65	\$ 101,963.94	\$ 104,003.22
Bachelor	\$ 109,052.34	\$ 111,233.39	\$ 113,458.05
Master/JD	\$ 113,596.19	\$ 115,868.11	\$ 118,185.47

SECTION 4. All employees are required to participate in a mandatory direct deposit program.

ARTICLE 15

SPECIAL ASSIGNMENT AND OUTSIDE DETAILS

The detail list will include both patrol officers and superior officers.

SECTION 1. 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/her designee shall determine an emergency, then the City Marshal shall, in accordance with his/her statutory authority, be permitted to order any officer to work. They shall be offered to full-time, 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. SOU members shall be compensated for special assignments and outside details at the same rate of pay that is negotiated in the Patrolman's CBA (NEPBA Local 30).

Note: This section replaces the below sections regarding wages for details and special assignments. The sections following were renumbered.

SECTION 4. The minimum guarantees for details over four hours shall not apply for the

Newburyport School Department.

SECTION 5. 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 6. The assignment and detail list shall be kept up to date and posted for all to see. The detail list will include both patrol officers and superior officers.

SECTION 7. 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 8. 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 9. No one outside the bargaining unit other than patrol officers 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 10. The Supervisor of outside details of 4 or more men will be paid 5 dollars per hour above the currently established rates.

SECTION 11. On cancellation of a detail where a man 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.

ARTICLE 16

CLOTHING ALLOWANCE

Effective July 1, 2020, all police officers covered by this agreement shall be granted an annual clothing allowance on the following schedule:

FY21	\$1700
FY22	\$1800
FY23	\$1900

\$1000 shall be paid in the second pay period of July, with the remainder being upon submission of receipts for uniform purchases and/or dry-cleaning.

ARTICLE 17

EDUCATION INCENTIVE

SECTION 1: The City of Newburyport recognizes the importance of higher education for Superior Officers. Accordingly, any permanent full-time Superior 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:

Education Degree or Credits Earned	Percentage Pay
Associates 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 employees' 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 SOU 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 SOU pursuing a new degree (associates, bachelors, masters) 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 18

COURT TIME

Any Sergeant or Lieutenant 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 of 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 19

LONGEVITY

SECTION I.

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 5 years	2% of Base Salary
Upon completion of 10 years	4% of Base Salary
Upon completion of 15 years	6% of Base Salary

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 20

SICK LEAVE

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

SECTION 2. Each employee shall be credited with (18) days per year (1.5) 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 limitation, 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 leave;
- 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 6.

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

To be eligible for any buy back, the employee must have accumulated one hundred (100) or more day's sick leave. An employee with at least one hundred days shall receive a buy back of 50% of all days accumulated up to 280 days. The CITY shall not be obligated to buy back more than 280 accumulated sick days from any employee.

SECTION 5. For employees hired on or before July 1, 2017, the City shall be obligated to buy back up to a maximum of 50% of 280 days (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 buyback 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 period of the fiscal year for which the City has had the requisite notice and opportunity to budget for the necessary funds.

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 **SOU** and afford it a reasonable opportunity to consult about and discuss any questions and concerns.

SECTION 7. Donation of sick time: 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.

ARTICLE 21

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, aunt, uncle, brother-in-law, sister-in-law, partner's mother, father, grandmother or grandfather, and non-family member with permission from the Marshal.) Should any such death occur during an employees scheduled vacation or days off, then the (4) days of bereavement leave will be substituted for said vacation or days off, and the vacation or days off will be rescheduled.

ARTICLE 22

WELLNESS

Effective July 1, 2007, Officers will receive up to \$200 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 23

DURATION

This Agreement shall be in full force and effect from July 1, 2020 to and including June 30, 2023, 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 at least sixty (60) days prior to June 30, on June 30, or any subsequent contract year, advising that such party 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.

ARTICLE 24

TIME OWED

Supervisors who are the single superior officer assigned to a shift can use time owed regardless if it creates overtime. All other supervisors can use time owed as long as it is not the direct cause of overtime.

ARTICLE 25

ACCREDITATION STIPEND

A five percent (5%) accreditation stipend to be paid upon re-accreditation after receipt of award letter (to be paid within 30 days) and thereafter annually on the anniversary date. This will be based on salary with educational incentive. The union and city agree to continue to make a good faith effort to maintain accreditation. The stipend schedule is as follows:

Accreditation Stipend 5%			
Sergeant	FY21	FY22	FY23
Base	\$ 79,022.98	\$ 80,603.44	\$ 82,215.51
Associate	\$ 86,925.28	\$ 88,663.78	\$ 90,437.06
Bachelor	\$ 94,827.58	\$ 96,724.13	\$ 98,658.61
Masters/JD	\$ 98,778.73	\$ 100,754.30	\$ 102,769.39
Base	\$ 3,951.15	\$ 4,030.17	\$ 4,110.78
Associate	\$ 4,346.26	\$ 4,433.19	\$ 4,521.85
Bachelor	\$ 4,741.38	\$ 4,836.21	\$ 4,932.93
Masters/JD	\$ 4,938.94	\$ 5,037.71	\$ 5,138.47
Lieutenant	FY21	FY22	FY23

Base	\$ 90,876.95	\$ 92,694.49	\$ 94,548.38
Associate	\$ 99,964.65	\$ 101,963.94	\$ 104,003.22
Bachelor	\$ 109,052.34	\$ 111,233.39	\$ 113,458.05
Masters/JD	\$ 113,596.19	\$ 115,868.11	\$ 118,185.47
Base	\$ 4,543.85	\$ 4,634.72	\$ 4,727.42
Associate	\$ 4,998.23	\$ 5,098.20	\$ 5,200.16
Bachelor	\$ 5,452.62	\$ 5,561.67	\$ 5,672.90
Masters/JD	\$ 5,679.81	\$ 5,793.41	\$ 5,909.27

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, but it is instead designed 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.

A. Issuance of Body Armor

1. All officers shall be issued agency-approved body armor.
2. Body armor that is worn or damaged shall be replaced by the Department.

B. Use of Body Armor

1. Officers that are assigned to the uniformed function are required to wear or have body armor readily available during their shift while engaged in field activities. Notwithstanding the requirements set forth in this policy, there are Departmental exemptions as follows:
 - a. When a physician determines that an officer has a medical condition that would preclude wearing body armor.
 - b. Officers whose duties are primarily administrative are not required to wear body armor. Sergeants and Lieutenants duties are said to be primarily administrative.

- c. When the officer is involved in undercover or plain clothes work that his supervisor determines could be compromised by wearing body armor; or
- d. When the OIC determines that circumstances make it inappropriate to mandate wearing body armor.
- e. Paid details or bike patrols.

C. Inspections of Body Armor

- 1. The individual officer, using their discretion, shall be responsible for determining whether they wear body armor or have it readily available to them
- 2. 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

- 1. Officers shall routinely inspect personal body armor for signs of damage and for general cleanliness.
- 2. 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.
- 3. Officers are responsible for the proper storage, maintenance and care of body armor in accordance with the manufacturer's instructions.
- 4. Officers are responsible for reporting damage or excessive wear to the ballistic panels or cover to their immediate supervisor.
- 5. Body armor will be replaced in accordance with guidelines and protocols established by the National Institute of Justice.

This policy is designed purely for officer safety; progressive discipline will not be used pursuant to this policy.

ARTICLE 27

UNIFORMS

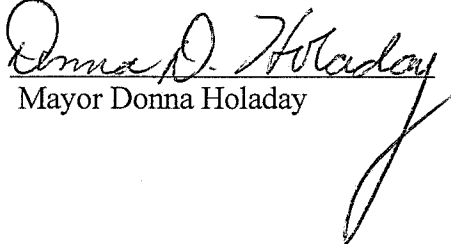
Long sleeve shirts are mandatory from November 1st until March 31st. The rest of the year short sleeves or long sleeves are authorized for wear at the officer's discretion.

If, during the mandatory long sleeve period, there is unseasonably warm weather, the shift supervisor may authorize short sleeves shirts for that day. Unseasonably warm weather will be defined as local weather or predicted local weather above 60 degrees.

Black turtlenecks and Newburyport Police watch caps may be worn on details at the officer's discretion. On regular duty, they may be worn any time throughout the year when the local temperature is or is predicted to be less than 40 degrees.

SIGNED ON THIS 22 day of July, 2021, effective as of the 1st day of July 2020.

CITY OF NEWBURYPORT



Mayor Donna Holaday

NEPBA

