



OFFICE OF THE INSPECTOR GENERAL
COMMONWEALTH OF MASSACHUSETTS

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INSPECTOR GENERAL

**Leadership Failures
in Methuen Police Contracts**

DECEMBER 23, 2020

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EXECUTIVE SUMMARY

The Office of the Inspector General (“OIG” or “the Office”) reviewed the collective bargaining agreement between the city of Methuen (“City”) and the union representing sergeants, lieutenants and captains employed by the Methuen police department, as well as an individual employment contract between the City and its chief of police, Joseph Solomon.

Specifically, in 2018, the OIG initiated a review of the contract (“Superiors’ Contract”) between the City and the Methuen Police Superior Officers’ Association, New England Police Benevolent Association, Local 17 (the “superiors’ union”) in response to complaints that a substantial raise in the contract was a waste of public funds and might have been the result of fraud.

In February 2019, the Office published a letter finding that the former mayor, Stephen Zanni, and the Methuen City Council violated various laws, rules and duties of care to the City.¹

Following the release of its 2019 letter, the Office continued its review of the Superiors’ Contract and expanded its work to include Chief Solomon’s employment contract for the period from March 1, 2017 to February 28, 2022.

As a result of this continued investigation, the OIG found a failure of leadership at all levels, including the following:

1. Mayor Zanni agreed to unprecedented changes to the Superiors’ Contract without understanding their financial impact. Mayor Zanni successfully held the superiors’ union to the same modest cost-of-living adjustment raises that he negotiated with other City unions: no increase to base pay in first year of the contract, and 2% increases to base pay in both the second and third years of the contract. However, he also agreed to several costly changes, including expanding the definition of base pay in a way that would significantly increase the superior officers’ total compensation.
2. The president of the superiors’ union, Captain Gregory Gallant, drafted the final contract and added language that had never been agreed to by City officials. Primary among these revisions, Captain Gallant further expanded the definition of base pay and created a formula designed to maximize the superior officers’ total compensation. These two changes resulted in 35%-to-183% raises for superior officers. The city solicitor had asked Captain Gallant to draft the contract so that the superiors’ union could not dispute its terms. However, the city solicitor failed to review any drafts to ensure they accurately reflected the negotiated terms.
3. Mayor Zanni agreed to the Superiors’ Contract without understanding its financial implications. He never asked the city auditor to analyze the full financial impact of the proposed changes,

¹ See Appendix 1, Letter from Inspector General Glenn A. Cunha to Mayor James Jajuga, et al., dated February 1, 2019.

including the expanded definition of base pay. He also failed to include a salary schedule in the contract.

4. Mayor Zanni signed the final contract in September 2017 without fully reviewing it or requesting a thorough review by the city solicitor or the city auditor. City officials also did not review the final contract before presenting it to the City Council for approval. The lack of due diligence by city officials continued until Mayor Zanni left office at the end of 2017.
5. Chief Solomon represented the City in contract negotiations with both the superiors' union and the patrol officers' union despite the fact that his employment contract tied his compensation to both of those contracts. Chief Solomon also knew that Captain Gallant had inserted unapproved language into the contract but failed to tell his colleagues on the City's negotiating team. The unapproved language indirectly – but substantially – increased Chief Solomon's compensation. Chief Solomon remained silent about this change even after the financial impact of the Superiors' Contract came to light and even after the City was facing a serious budget shortfall.
6. Mayor Zanni did not exercise due diligence or sound management practices when he negotiated Chief Solomon's contract extension in 2017. The resulting contract makes Chief Solomon one of the highest-paid police chiefs in the country, earning more than the Massachusetts State Police Colonel and the Boston Police Commissioner. Mayor Zanni also failed to include basic oversight provisions in the contract, and he agreed to provisions that make it both difficult and expensive to discipline or terminate Chief Solomon.

Based on the above findings, the OIG concluded that:

1. Mayor Zanni breached his fiduciary duty to City and the public with respect to the Superiors' Contract and Chief Solomon's contract extension.
2. The city solicitor may have breached his duty of care to the City by failing to review the Superiors' Contract before Mayor Zanni signed it, before the City Council approved it, or even after Mayor Jajuga learned about the contract's financial impact.
3. Captain Gallant acted in bad faith when he added contract language that had not been agreed to by City officials during negotiations.
4. Chief Solomon violated his obligations to the City and the public by remaining silent about the unapproved language Captain Gallant put in the Superiors' Contract.
5. Chief Solomon did not act in the best interests of the City and may have had a conflict of interest when he served on the City's negotiating team for contracts that increased his compensation.

The OIG makes the following recommendations:

1. First and foremost, City officials and the chief of police must put the City's interests above their own. In carrying out their duties, they must diligently fulfill their fiduciary obligations to

the public. Since being sworn into office in January 2020, Mayor Neil Perry has taken important steps to improve the City's oversight and governance. For instance, Mayor Perry hired an audit firm to conduct a performance audit of the police department. He also created the position of Director of Human Resources to provide the City and City employees with a dedicated human resources manager as well as to update policies and procedures for the City. Furthermore, Mayor Perry hired an assistant city solicitor to serve as his legal advisor.²

2. The mayor must exercise due diligence in all contract negotiations. This includes:
 - a. Being fully prepared for contract negotiations, including being familiar with the current salaries of the City's employees, understanding the compensation packages in similarly situated municipalities and understanding the City's budget constraints.
 - b. Selecting a negotiating team that has expertise in the legal and fiscal review of collective bargaining agreements, including the ability to analyze the financial and legal consequences of every contract term.
 - c. Excluding anyone who may have a conflict of interest from the City's negotiating team.
 - d. Requiring the negotiating team to memorialize agreements in writing immediately following each negotiation session and present these writings to the union's negotiators for approval or disapproval.
 - e. Requiring every collective bargaining agreement to include an accurate salary schedule initialed by both City and union representatives.
 - f. Requiring the city solicitor to play an active role in finalizing each and every collective bargaining agreement.
 - g. Understanding the financial and legal consequences of all contract terms and providing a written analysis to the City Council in accordance with City Council Resolution #4720, which requires the mayor to present a written contract analysis to the City Council at least 10 days before it votes to approve a contract.
3. The mayor should exercise strong oversight of all department heads, including Chief Solomon. This includes:
 - a. Carefully considering the findings and recommendations in the upcoming audit of the police department.
 - b. Conducting an annual performance evaluation of every department head, including Chief Solomon, unless contractually prohibited from doing so. Among other components, the performance evaluation should identify areas for improvement and set measurable goals.

² The city solicitor reports to the City Council, not the mayor.

- c. Reviewing and approving Chief Solomon's weekly time records, including defining the chief's "regular business hours" and tracking his use of leave time.
 - d. Requiring Chief Solomon to report his compensatory hours to the city auditor for tracking.
 - e. Reviewing the necessity of any training that Chief Solomon seeks to attend.
 - f. Reviewing any requested reimbursement associated with any approved training that Chief Solomon attends to ensure that the request is appropriate.
4. The mayor should evaluate all available avenues of discipline against Chief Solomon and Captain Gallant.
5. The City Council must exercise its own due diligence before approving collective bargaining agreements or other contracts. When approving collective bargaining agreements, the due diligence should include:
 - a. Enforcing City Council Resolution #4720.
 - b. Independently reviewing the contract for both substance and form.

A more complete discussion of recommendations for the City Council is included in the OIG's February 2019 letter (*see* Appendix 1).

INVESTIGATIVE FINDINGS

In 2017, the city of Methuen (“City”) negotiated new contracts with both of its police unions: the Methuen Police Patrolmen’s Association (the “patrol officers’ union”), which represents the sworn patrol officers; and the Methuen Police Superior Officer’s Association, New England Police Benevolent Association, Local 17 (the “superiors’ union”), which represents the sworn superior officers with the rank of sergeant, lieutenant or captain. On September 18, 2017, the Methuen City Council voted to approve new contracts for both unions.

The resulting contract with the superiors’ union (“Superiors’ Contract”) determined the salary and benefits for each Methuen superior officer for the period of July 1, 2017 to June 30, 2020.³ During the relevant time period, there were 26 superior officers in the Methuen police department. The Superiors’ Contract contains several changes from the prior contract.

During contract negotiations with the superiors’ union, Mayor Stephen Zanni wanted the union to agree to a cost-of-living adjustment that would result in raises of 0% in the first year of the contract, 2% in the second year and 2% in the third year. In gaining the superiors’ union’s agreement to this cost-of-living adjustment, Mayor Zanni agreed to other, more substantial, pay increases without ever determining their financial impact on the City. Most significantly, Mayor Zanni agreed to certain changes to the contractual definition of “base pay;” this dramatically increased the superior officers’ salaries.

Specifically, the negotiations yielded changes to the follow aspects of superior officers’ total compensation:

- Base pay
- Holiday compensation
- Uniform allowances
- Protective vest stipend
- Cost-of-living adjustment
- Rank-differential pay
- Specialty-position pay⁴

Moreover, on two occasions after the negotiations were complete – and without Mayor Zanni’s consent – the union president added language to the contract that further increased the superior officers’ total compensation.

³ The City has never paid the superior officers in accordance with the Superiors’ Contract.

⁴ See Appendix 2 for a glossary of the contract terms used in this report.

On September 18, 2017, Mayor Zanni presented the Superiors' Contract to the Methuen City Council. Mayor Zanni told the City Councilors – inaccurately – that the City had only agreed to a cost-of-living adjustment. The City Council unanimously approved the Superiors' Contract that same night, with less than one minute of discussion.⁵

I. Overview of the Negotiations.

The City and the Methuen superiors' union met on six occasions during the spring and summer of 2017 to negotiate a new contract.⁶ Captain Gregory Gallant was (and still is) the president of the superiors' union and represented it in the negotiations. Lieutenant Joseph Aiello was (and still is) the union's vice president and represented it during negotiations. Attorney Gary Nolan is the union's attorney, but he was not present for the contract negotiations.

During the negotiations, four individuals represented the City as its designated representatives: Mayor Stephen Zanni, the chief executive of the City; Richard D'Agostino, the city solicitor; Ann Randazzo, the assistant city solicitor and human resources director; and Joseph Solomon, Methuen's police chief.⁷ All four individuals are experienced in negotiating collective bargaining agreements. Chief Solomon's role was to provide police expertise to the City regarding various requests from the parties.

In 2017, Mayor Zanni entered negotiations with all City unions with the intent that all union members would receive a cost-of-living adjustment of 0% in fiscal year 2018, 2% in fiscal year 2019 and 2% in fiscal year 2020. During negotiations with the superiors' union, therefore, Mayor Zanni focused heavily on garnering an agreement for the cost-of-living adjustment. The superiors' union entered into negotiations requesting a cost-of-living adjustment of 2% in fiscal year 2018, 3% in fiscal year 2019 and 3% in fiscal year 2020.

As discussed in Finding VIII, however, the costliest request by the superiors' union was changing the contractual definition of base pay to include additional types of compensation. Various drafts of the Superiors' Contract reflect some of the superiors' union's requested changes to base pay. At certain times in the negotiations the City's representatives asked how much it would cost to make the requested changes to base pay. Mayor Zanni ultimately agreed to the superiors' union requests without determining their financial impact. The notes created during the negotiation sessions demonstrate that the parties openly discussed certain changes to the definition of base pay and that Mayor Zanni agreed to them.

Captain Gallant told the OIG that at the conclusion of the negotiations, he estimated that captains' total compensation (before overtime and details) would be approximately \$200,000 to \$250,000 per year. As explained more fully in Finding VIII below, however, Captain Gallant later added a special formula to

⁵ See Appendix 1, Letter from Inspector General Glenn A. Cunha to Mayor James Jajuga, et al., dated February 1, 2019, at 8.

⁶ As part of its investigation, the OIG reviewed city emails and the negotiation records of the city solicitor, the assistant city solicitor and the chief of police. Mayor Zanni did not keep any independent notes or records regarding the negotiations.

⁷ Mayor Zanni left office in January 2018 after serving three terms, the most the City Charter allows. See Methuen City Charter, § 3-1(b), available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/mmc1820.pdf>.

the contract and changed the definition of base pay to include officers' educational incentive. These changes created a more significant impact, which ultimately led to increasing the superiors' salaries by between 35% and 183%.

II. Mayor Zanni Agreed to Costly Salary Increases.

During negotiations, the union ultimately agreed to Mayor Zanni's proposed cost-of-living adjustments. Mayor Zanni, however, agreed to several other changes that significantly increased the superior officers' total compensation.

A. Mayor Zanni Agreed to Change the Definition of Base Pay to Include Additional Types of Compensation.

Under their respective contracts, Methuen police officers' total compensation is comprised of several different elements, including base pay, cost-of-living adjustments, stipends, incentives and allowances. Stipends, incentives and allowances include items such as holiday compensation, shift differentials, uniform allowances, rank differentials, longevity pay, protective vest stipend and educational incentives (see Appendix 2, Glossary of Frequently Used Contract Terms).

Base pay is the foundation from which all other percentage-based compensation, such as longevity and shift-differential pay, is calculated. Therefore, an increase to base pay results in an increase to certain other stipends, incentives and allowances. For example, if a superior officer with a base pay of \$100,000 works a midnight shift, that officer would receive an additional \$11,000 per year in shift-differential pay. If that officer's base pay increased to \$200,000, the same shift differential would increase to \$22,000 per year.

In addition, the base pay for subordinate officers is used to calculate the base pay of higher ranked officers. For instance, if lieutenants had a 116% rank differential, then each lieutenant's base pay would be 116% of the highest-paid sergeant's base pay. Therefore, if the highest-paid sergeant earned \$80,000 per year in base pay, a lieutenant's base pay would be \$92,800 (*i.e.*, \$80,000 x 116%).

Under the superior officers' previous contract (the "2014 Contract"), base pay meant just that: an officer's base salary before adding in stipends, allowances and incentives. During negotiations of the Superiors' Contract, however, Mayor Zanni agreed to change the definition of base pay to also include holiday compensation, the uniform allowances and the protective vest stipend (this change to base pay is referred to as "artificial base pay").⁸

⁸ See Appendix 3, Agreement between the City of Methuen and the Methuen Police Superior Officer's Association N.E.P.B.A., Local 17, effective July 1, 2017 to June 30, 2020 (dated August 31, 2017), at 13, 18, 33. As discussed below, Captain Gallant further changed the definition of base pay; the result of this change is referred to as "inflated base pay."

This change increased superior officers' pay in two different ways. First, it meant that superior officers' base pay would be calculated using subordinate officers' artificial base pay:

$$\begin{aligned} & \text{Base pay} \\ & \text{Holiday compensation} \\ & \text{Uniform allowances} \\ & + \text{Protective vest stipend} \\ & = \text{Artificial Base Pay} \end{aligned}$$

For instance, if a lieutenant's rank differential was 116%, their base pay would be 116% of the highest-paid sergeant's artificial base pay. Put another way, the lieutenant would receive an additional \$1.16 in base pay for each dollar that the highest-paid sergeant earned in holiday compensation, uniform allowances and protective vest stipends.

Second, the change also meant that an officer's percentage-based compensation, such as longevity and shift-differential pay, were to be calculated using that officer's artificial base pay. As previously discussed, under the 2014 Contract when officers worked the night shift, they were paid 111% of their base pay. When he negotiated the Superiors' Contract, Mayor Zanni agreed to pay officers 111% of their artificial base pay for working at night.

B. Mayor Zanni Agreed to Other Changes that also Increased the Superior Officers' Total Compensation.

Mayor Zanni agreed to additional changes that also increased the superior officers' total compensation.

- a. **Holiday compensation** (Article XII): During negotiations, the superiors' union requested two changes to holiday compensation, which is calculated as one-and-a-half times an officer's base pay for working any of 13 specific holidays. First, the union asked to include the educational incentive in the definition of base pay for the purposes of calculating holiday compensation.⁹ Under the new contract, this meant that when an officer worked on a holiday, his hourly rate would be calculated using his artificial base pay plus his educational incentive:

$$(\text{Artificial Base Pay} + \text{Educational Incentive}) \times 1.5$$

⁹ As used in this report, "educational incentive" refers to two related incentives in the Superiors' Contract: the Quinn Bill and the educational incentive. The Quinn Bill is "a local option statute, enacted in 1970, providing incentive salary increases to police officers for furthering their education in police work." *Adams v. Boston*, 461 Mass. 602, 603 (2012). See also M.G.L. c. 41, § 108L. It enhances an officer's pay by a certain percentage depending on the degree(s) the officer has earned. The Legislature amended the Quinn Bill in 2009 to provide that officers hired after July 1, 2009 are not eligible for the educational incentives in the bill. In response, the City negotiated with the police unions in following collective bargaining agreements to include a flat-rate "educational incentive" for officers hired after July 1, 2009. The purpose of this new provision was to give officers hired after July 1, 2009 salary incentives similar to those contained in the Quinn Bill.

Second, the union requested that the City include that final holiday compensation as part of the officers' base pay for the purpose of calculating certain other pay.

According to the notes from the negotiations, the City's representatives raised questions about the potential cost of including holiday compensation in the definition of base pay. Mayor Zanni declined to seek answers to any of those questions. On August 7, 2017, without requesting further information from the union or the city auditor regarding cost, Mayor Zanni agreed to both changes.¹⁰ Mayor Zanni then directed Chief Solomon to draft the new language for holiday compensation.

This is the only time Mayor Zanni agreed to include the educational incentive in the definition of base pay.

- b. Uniform allowances** (Article XVII): The City pays the superior officers two allowances related to their uniforms. The first allowance provides money to replace their uniforms ("uniform allowance") and the second provides money to clean their uniforms ("cleaning allowance"). In the 2014 Contract, each uniform allowance was \$900 a year (\$1,800 total) and the City paid the allowances in a lump sum once a year. During negotiations, the superiors' union asked to increase each allowance to \$1,200 per year. Mayor Zanni agreed.¹¹ As discussed above, moreover, Mayor Zanni also agreed to add the uniform allowances to the definition of base pay.
- c. Protective vest stipend** (Article XXIX, Section 25): The superiors' union requested that the City pay the superior officers for a variety of "extra requirements," including requiring them to wear a bulletproof vest and being trained to carry and administer Narcan. Mayor Zanni agreed to pay each superior officer \$500 in fiscal year 2019 and \$1,000 in fiscal year 2020 for this stipend, which earlier contracts referred to as the hazardous duty stipend. As discussed above, moreover, Mayor Zanni also agreed to add the protective vest stipend to the definition of base pay.
- d. Specialty position pay** (Article XXIII): The superiors' union requested that superior officers assigned to certain divisions of the police department, such as the detectives' unit and the school resource division, receive the base salary of the next highest rank. For example, the union asked that the lieutenant supervising the school resource division be paid at a captain's rank. This provision was not in the 2014 Contract. Mayor Zanni agreed to the request.

¹⁰ See Appendix 3, Agreement between the City of Methuen and the Methuen Police Superior Officer's Association, N.E.P.B.A., Local 17, effective July 1, 2017 to June 30, 2020 (approved September 18, 2017), at 13.

¹¹ See *id.* at 18.

III. The President of the Superiors' Union Drafted the Superiors' Contract.

After the negotiations between the superiors' union and the City concluded, the city solicitor asked the representatives of the superiors' union to draft the new contract. He made the request because he thought it would protect the City should the superior officers later dispute the meaning of a contract term. The City Solicitor believed that if the superiors' union drafted the language, it prevented the union from later suggesting that the language did not accurately reflect the negotiations.

With the exception of one clause, the union president, Captain Gallant, drafted the new language for the Superiors' Contract. Negotiation notes indicate that, at Mayor Zanni's request, Chief Solomon drafted the language regarding holiday compensation (Article XII). The city solicitor never asked to review any draft language to ensure that it accurately contained the agreements bargained for in the negotiations.

Captain Gallant elected not to include a salary schedule in the Superiors' Contract. A salary schedule is a table that shows the salary range each rank of officer can receive. Typically, the top rows list the different ranks with variations of experience. The descending columns show the salary levels. Captain Gallant was familiar with salary schedules but chose to omit one from the contract. Had he included a salary schedule, it would have outlined the specific base salary each superior officer would receive under the Superiors' Contract. A salary schedule is part of all of the surrounding communities' union contracts for their superior officers.

IV. Captain Gallant Included a Non-Negotiated Term in the First Draft of the Superiors' Contract.

When Captain Gallant drafted the Superiors' Contract, he did not follow the parties' agreement with respect to the protective vest stipend (Article XXIX Miscellaneous, Section 25).¹² As previously discussed, Mayor Zanni agreed to pay each superior officer \$500 in fiscal year 2019 and \$1,000 in fiscal year 2020 for this stipend. However, Captain Gallant drafted language providing that each superior officer would receive 1% of their base pay during fiscal year 2019 and 2% during fiscal year 2020.¹³

The change substantially increased the stipend for some superior officers. Under Captain Gallant's drafting, a superior officer only had to make \$50,000 to receive \$500. No superior officer's base pay was less than \$80,125. With the additional changes Captain Gallant made, some superior officers stood to receive up to \$2,000 in fiscal year 2019 and \$4,000 in fiscal year 2020.

¹² See *id.* at 33.

¹³ See *id.*

V. The City Did Not Do a Cost Analysis Before Agreeing to the New Contract.

During the negotiations, the City's representatives never asked the City Auditor to analyze the financial impact of any of the superiors' union's requested changes, such as the change to the definition of base pay. The only cost calculation Mayor Zanni did ask of the City Auditor was for the agreed-upon cost-of-living adjustment. Crucially, however, Mayor Zanni failed to inform the City Auditor that he had agreed to change the definition of base pay. Without that information, the City Auditor could not accurately calculate the impact of the cost-of-living adjustment because it is a percentage of base pay. That is, when base pay increases, the amount the officers receive from a cost-of-living adjustment also increases.

VI. After the Union Ratified the Contract, the President of the Superiors' Union Made Changes to the Contract that He Did Not Disclose to the City.

On August 30, 2017, Captain Gallant presented the draft contract to the superiors' union for ratification. The superiors' union immediately voted to ratify the contract. On August 31, 2017, Captain Gallant signed the Superiors' Contract and delivered it to Mayor Zanni for his signature. The contract the superiors' union ratified and the contract Captain Gallant delivered to Mayor Zanni were identical. The contract did not have any language regarding the cost-of-living increase.

Chief Solomon returned the contract to Captain Gallant without Mayor Zanni's signature. Chief Solomon informed Captain Gallant that Mayor Zanni wanted the compensation clause in the contract (Article XXIV) to include the cost-of-living adjustment that the parties had agreed to (*i.e.*, language stating that the superior officers would receive a 0%, 2%, 2% cost-of-living adjustment over the next three years). Captain Gallant inserted language reflecting the cost-of-living adjustment.

Captain Gallant then made additional changes that the City had not negotiated, requested or agreed to. First, he revised the provisions on holiday compensation (Article XII), uniform allowances (XVII, Section 2) and the protective vest stipend (Article XXIX, Section 25) to include language to further emphasize that those items should be included in the contract's definition of base pay.

Second, he changed the compensation provision (Article XXIV) to (a) add the educational incentive to the definition of base pay; and (b) spell out in detail how the City was required to calculate base pay. Specifically, Captain Gallant inserted a formula for calculating base pay (the "Gallant Formula"), after first determining which formula would be most advantageous to the superior officers. The Gallant Formula was substantially different from those used in prior agreements and it had the effect of dramatically increasing the superior officers' total compensation. Specifically, Captain Gallant inserted the following language to the compensation provision (Article XXIV):

Base pay and added base pay calculations are to be calculated in the following order and manner to arrive at base for all purposes; Base pay, then add cleaning allowance, subtotal, then calculate and add Holiday compensation under Article XII, then add calculated Protective

Vest/Hazardous Duty and Technology Compensation percentage [*i.e.*, protective vest stipend], **calculate Quinn Bill/Education Incentive** [*i.e.*, the educational incentive].¹⁴

The chart below illustrates the difference in the definitions of base pay between the 2014 Contract, the changes Mayor Zanni agreed to during negotiations, and the final Superiors’ Contract. Finding VIII details how changing the definition and adding the Gallant Formula created a drastic difference in the superior officers’ base pay.

2014 Contract	Changes to the Definition of Base Pay that Mayor Zanni Agreed To	2017 Superiors’ Contract With Captain Gallant’s Revised Definition to Base Pay
	Holiday Compensation	Holiday Compensation
	Uniform Allowances	Uniform Allowances
	Protective Vest Stipend	Protective Vest Stipend
		Educational Incentive
Base Pay	Base Pay	Base Pay
= Base Pay	= “Artificial Base Pay”	= “Inflated Base Pay”

It is noteworthy that Captain Gallant also reformatted the compensation provision (Article XXIV) in a way that made the new language less obvious. In the version he originally provided to the members of the superiors’ union and Mayor Zanni, Article XXIV was double spaced, like the rest of the contract. When he inserted the Gallant Formula, Captain Gallant reformatted that page of the contract – and only that page of the document – in order to fit it onto the same page. Specifically, he changed the spacing of the first page of Article XXIV to single-spaced so no new language continued onto the next page. Therefore, by reformatting that one page, the rest of the pages in the contract appeared the same as they had in the version Captain Gallant sent to Mayor Zanni and the union members.

Captain Gallant also added page numbers to the revised Superiors’ Contract, except on the signature page. The version Captain Gallant originally sent to Mayor Zanni – *i.e.*, the version the union ratified – did not contain page numbers. Captain Gallant did not update the date on the signature page.¹⁵

On August 31, 2017, Captain Gallant emailed Gary Nolan, the superiors’ union attorney, via his city email account:

¹⁴ See *id.* at 22 (emphasis added).

¹⁵ Compare Appendix 3 at 34 with Appendix 5 at 36.

From: Gallant, Greg
Sent: Thursday, August 31, 2017 5:21 PM
To: Gary Nolan
Subject: Re: Contract

Before 10 am ok? I've forwarded the contract. As you're going to say there are some big changes to the splits on compensation between patrolman Sergeant Lt and captains. There is also an increase given to us with a percentage and hazardous duty pay. I foresee, Because of the large increases in pay, having to litigate the wording. Can you check especially the compensation warning to guarantee as much as possible that we will be strong. Thank you

Captain Greg Gallant
Methuen Police Dept.
Methuen, Ma. 01844

After Attorney Nolan suggested a time to discuss the contract, Captain Gallant replied that there were "great increases, and it all compounds:"

From: Gallant, Greg
Sent: Thursday, August 31, 2017 5:34 PM
To: Gary Nolan
Subject: Re: Contract

Noons great, great increases, and it all compounds. Thanks Gary

Captain Greg Gallant
Methuen Police Dept.
Methuen, Ma. 01844

Attorney Nolan responded that he hoped the City "doesn't bring their calculators."¹⁶ Captain Gallant never sent his new formula to the union members to review or ratify.

VII. The City Did Not Review the Final Contract Before Approving It.

On September 6, 2017, Captain Gallant personally returned the revised version of the Superiors' Contract to Mayor Zanni. Captain Gallant told the OIG that he tabbed the page with the compensation clause (Article XXIV). The City's copy does not have any tabs on it. Further, he only informed Mayor Zanni that he had added the cost-of-living adjustment to Article XXIV. According to both Mayor Zanni and Captain Gallant, Captain Gallant did not tell him that he made any other changes to the contract, such as inserting the Gallant Formula for calculating base pay.

Mayor Zanni signed the contract the day he received it.¹⁷ He did not review the entire contract before signing it. He did not review the city solicitor's notes prior to signing the Superiors' Contract to

¹⁶ Email from Attorney Nolan to Captain Gallant, dated September 6, 2017.

¹⁷ Neither Mayor Zanni nor Captain Gallant could remember whether they signed the contract at the same time in front of each other or if they signed it separately.

ensure it accurately embodied the agreements made over the six negotiation sessions. He failed to keep any notes or records regarding any agreements or communications he had about the Superiors' Contract.

In addition, Mayor Zanni never asked the city solicitor to review the Superiors' Contract in advance of signing it, and neither of the City's attorneys reviewed it before Mayor Zanni signed it. Nor did Mayor Zanni ask the city auditor to review the contract before signing it.

Mayor Zanni did not have any witness present when he signed the contract. The parties did not initial each page of the contract. Mayor Zanni kept the version of the Superiors' Contract that had the original signatures. The superiors' union kept a copy of the signed contract.

On September 6, 2017, almost immediately after signing the Superiors' Contract, Captain Gallant emailed it to Chief Solomon. Chief Solomon and Mayor Zanni's office each submitted the Superiors' Contract to the City Council's clerk for presentation at the September 18, 2017 City Council meeting.

The city solicitor received the Superiors' Contract from the City Council's clerk in advance of the September 18, 2017 City Council meeting but he did not review it. The city solicitor never informed the City Council that they had never reviewed the Superiors' Contract.

When Mayor Zanni presented the contract to the City Council for approval, he told the city councilors the Superiors' Contract only increased the superior officers' salaries via the cost-of-living adjustment. As discussed throughout this report, that was untrue. On September 18, 2017, no members of the City Council asked any questions about the Superiors' Contract.¹⁸ Nor did any councilor ask the city auditor for his opinion of the financial impact or budgetary constraints the contract would create.¹⁹ The City Council approved the Superiors' Contract in two votes less than an hour apart.²⁰

VIII. The Superiors' Contract Resulted in Raises of Approximately 35% to 183%.

As previously discussed, in the 2014 Contract, a superior officer's base pay was calculated using only the base pay of subordinate officers. The Superiors' Contract created an "inflated base pay" for each superior officer. For example, a sergeant's base pay was to be calculated using the inflated base pay of the highest-paid patrol officer.²¹ Additionally, the Gallant Formula had a compounding effect that benefited officers of a higher rank. For instance, a lieutenant's base salary was to be calculated using the

¹⁸ Webcast of Methuen City Council meeting on September 18, 2017, *available at* <https://methuenma.viebit.com/player.php?hash=I9YHyX67o735>. *See also* Webcast of Methuen City Council special meeting, dated September 18, 2017, *available at* <https://methuen-ma.viebit.com/player.php?hash=b53jj718Ax8w>.

¹⁹ *Id.*

²⁰ *See id.*

²¹ That is, each sergeant's base pay was to be 132% of the highest-paid patrol officer's base pay, holiday compensation, uniform allowances, protective vest stipend and educational incentive.

highest-paid sergeant's inflated base pay, which in turn was calculated using the highest-paid patrol officer's inflated base pay.²²

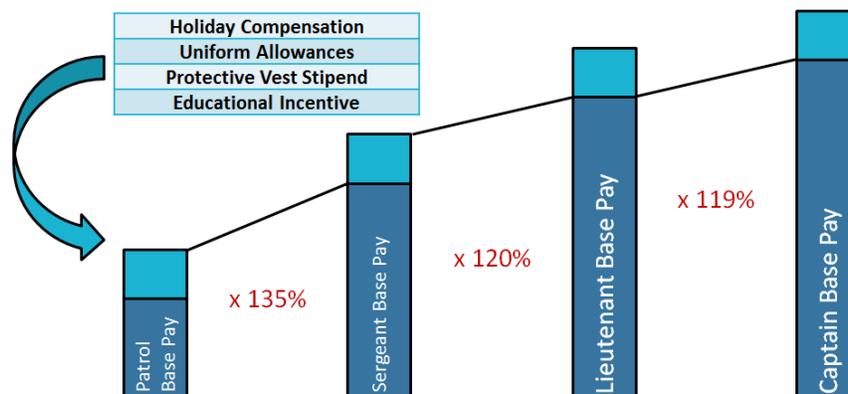


Figure 1. Illustration of the Gallant Formula's impact on superior officers' base salaries.

Based on documents provided by the City, for instance, the captains' base pay went from \$107,505 under the prior contract to \$287,719 in 2017.²³ To further illustrate the compounding effect of the Gallant Formula, the City estimated that some captains would receive as much as \$77,457 annually in educational incentives for degrees they earned *and* for degrees earned by subordinates. This is approximately \$50,000 more per year than under the prior contract. Appendix 4 further highlights how changing the definition of base pay and adding the Gallant Formula created a drastic difference in the way that the superior officers' pay was to be calculated.

Estimates of salaries under the Superiors' Contract varied due to the complexity of the agreement's compensation formula, but all indicated that the superior officers would receive exceptionally large pay increases.²⁴ It was estimated that the salaries of captains, lieutenants and sergeants would rise to an average of \$432,000, \$269,000 and \$160,000, respectively, not including overtime or paid details. All told, different calculations estimated that the Superiors' Contract called for raises of approximately 35% to 183% over the previous year.²⁵ See Appendix 7 for a comparison of the superior officers' salaries with the salaries of superior officers in certain similarly situated communities.

²² As described below in Finding XI, soon after Mayor Zanni signed the Superiors' Contract Chief Solomon inserted the Gallant Formula into the patrol officers' contract.

²³ See Appendix 4, Email from Chief Solomon, dated June 28, 2018, attaching a spreadsheet calculating officers' pay under the Superiors' Contract.

²⁴ See *id.*

²⁵ See Appendix 1 at 8; see also Appendix 4.

IX. Discovery of the Effect of the Superiors' Contract.

Mayor James Jajuga took office in January 2018. The city solicitor, assistant city solicitor and the city auditor remained in their respective positions.²⁶ Mayor Jajuga immediately learned from the city auditor that the Superiors' Contract exponentially increased the pay of the superior officers far beyond the cost-of-living increases that Mayor Zanni reported to the Methuen City Council prior to its vote on September 18, 2017.²⁷

After meeting with Mayor Jajuga, the city auditor and his staff began calculating the cost of the contract as it related to each individual superior officer. Because the Superiors' Contract redefined base pay, the City had to calculate each individual superior officer's pay; it was an intricate and time-consuming process. By contrast, in previous contracts the stipends were easy to calculate as the base pay for each superior officer was a static number. After completing the calculations, the auditor provided his estimates to Mayor Jajuga.

The police department budget could not sustain the new salaries without additional funding or significant layoffs. Consequently, Mayor Jajuga immediately attempted to privately renegotiate the Superiors' Contract with the superiors' union, including Captain Gallant. Captain Gallant told the OIG that he did not understand the compounding effect of his formula until Mayor Jajuga reached out to renegotiate. Captain Gallant claimed he did not intend for his formula to have a compounding effect. Captain Gallant told the OIG that he only intended to have the superior officers' educational incentive calculated for each superior officer; that is, subordinate officers' educational incentives were not supposed to be used to calculate superior officers' base pay. His email from August 31, 2017 – in which he stated that “it all compounds” – suggests otherwise (see Finding VI). Regardless of his original intent, Captain Gallant failed to tell Mayor Jajuga that he added the clause without negotiating it with the City.

Mayor Jajuga's private negotiations failed. Consequently, on April 17, 2018, Mayor Jajuga first publicly warned the City Council about the exponential salary increases for Methuen superior officers. Upon the public disclosure, Mayor Zanni called Captain Gallant and told him that the City had not agreed to such dramatic raises. Captain Gallant informed Mayor Zanni that the reported salary numbers were inaccurate. This statement was not true.

In contrast to the former mayor, other city leaders took no action in response to Mayor Jajuga's announcement. First, the city solicitor did not review the Superiors' Contract. He did not compare it against his notes from the negotiations to determine how the contract caused such exponential increases. Had he done this in April 2018, it would have been immediately apparent that the contract contained several provisions, including the Gallant Formula, that the City had not negotiated. The city solicitor did

²⁶ City council appoints the city auditor and the city solicitor. See Methuen City Charter, §§ 2-8(a), (c), available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/mmc1820.pdf>.

²⁷ Mayor Zanni's term ended in January 2018. Mayor Jajuga assumed office in January 2018 and left office in January 2020. Mayor Jajuga was a city councilor at the time of the vote in September 2017; he voted to approve the Superiors' Contract.

not realize until February 2019 that the contract contained the formula Captain Gallant created after the negotiations.

Similarly, despite the extensive negative publicity and concern regarding the police budget, Chief Solomon never publicly acknowledged that the Superiors' Contract contained provisions, including the Gallant Formula, that the City had not agreed to. During its investigation, moreover, the OIG found no evidence that Chief Solomon privately informed anyone that the City's negotiating team had not agreed to several provisions in the contract, including the Gallant Formula.

X. Memorandum-of-Understanding Negotiations.

In the summer of 2018, due to issues with the Methuen schools' budget and public outcry regarding the Superiors' Contract, the City and the superiors' union negotiated a memorandum of understanding ("MOU") regarding the superior officers' pay. The City's negotiating team for the MOU included the city solicitor and Chief Solomon. At the time of the MOU discussions, the city solicitor still had not compared his negotiation notes with the Superiors' Contract. In fact, he still had not read the Superiors' Contract.

During the MOU discussions, the city auditor created a spreadsheet detailing the step-by-step calculations for each superior officer's total compensation following the Gallant formula. Chief Solomon participated in these discussions. Chief Solomon also calculated the superior officers' salaries, using a different methodology, and provided those calculations to the city auditor (*see* Appendix 4). The superiors' union provided no independent calculations of their own. Chief Solomon still did not inform anyone that the Gallant Formula was not part of the original contract negotiations.

The MOU that Mayor Jajuga proposed called for raises of approximately 12% to 25% for superior officers. This was less than the raises called for under the Superiors' Contract, but substantially more than the cost-of-living adjustments that Mayor Zanni informed the City Council he had agreed to during the contract negotiations. At no time during the MOU discussions did Captain Gallant or Chief Solomon inform the City that the former administration had never agreed to the Gallant Formula. Instead, both advocated for larger salary increases than the parties had agreed to in the summer of 2017. Additionally, Captain Gallant remained silent about the other non-negotiated changes he had made to the contract (*see* Findings IV and VIII above).

Mayor Jajuga and the superiors' union agreed to the MOU on July 18, 2018. The police department's budget could not support the raises called for in the MOU, however. Between July 2018 and January 2019 Mayor Jajuga informed City Council that the Police Department needed an additional \$1.8 million in order to fund the MOU. The City Council refused to increase the department's budget to fund the cost of the MOU. As a result, the City began the process of laying off 50 patrol officers. Notwithstanding the threatened layoff of over half of the Methuen Police Department, Chief Solomon and Captain Gallant remained silent.

After the OIG released its February 2019 Letter, which called into question whether the MOU was enforceable, Mayor Jajuga notified the superiors' union that he would not honor the MOU and instead would revert to paying the superiors' under the 2014 contract.²⁸ In response, the superiors' union filed a "class action grievance" against the City.²⁹ The City's independent auditor estimates that the cost of the superiors' union's action for back wages could "well exceed" \$2,000,000.³⁰ The City and superiors' union are currently litigating the grievance with an arbitrator.

XI. Chief Solomon's Contract.

During its investigation, the OIG also examined Chief Solomon's current contract with the City. As discussed below, the OIG found that even though his salary is tied to the patrol officers' pay, Chief Solomon was one of the City's representatives when it negotiated a new contract with the patrol officer's union. While the negotiations were occurring, he privately told the patrol officer's union to include contract language that significantly increased his salary.

The OIG further found that Chief Solomon's contract contains undefined terms that fiscally damaged the City and substantially increase his total compensation.

A. The Police Chief Represented the City in Contract Negotiations Even Though His Pay and Benefits are Based on the Pay and Benefits of the Officers Under his Command.

In February 2017, Chief Solomon negotiated an extension to his contract with Mayor Zanni. The parties executed the agreement on February 21, 2017, and the City Council subsequently approved it without discussion or debate.³¹

Under the contract, Chief Solomon's pay and benefits are based on the pay and benefits of the officers under his command. First, Chief Solomon's contract requires the City to pay him a salary that is 2.6 times the highest-paid full-time patrol officer.³² The contract also requires the City to pay him every element of compensation and give every leave benefit that any other officer under his command receives (see Section B below).

²⁸ See 2019 CITY OF METHUEN, *ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDING JUNE 30, 2019*, at 12, available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/fy2019afs.pdf>.

²⁹ See *id.* at 12-13.

³⁰ See *id.* at 72.

³¹ See Appendix 6, Police Chief Employment Contract, dated February 16, 2017. See also Methuen City Council, Meeting Minutes for City Council Regular Meeting (February 21, 2017), available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/minutes/m22117.pdf>.

³² Until July 15, 2017, the City was to pay Chief Solomon 2.5 times the highest-paid patrol officer. See M.G.L. c. 48, § 57G (police chiefs in cities with more than thirty full time permanent police officers shall be paid not less than 2.0 times the highest annual rate of compensation of a permanent, full-time police officer or patrolman).

Nevertheless, as discussed above, in the summer of 2017 Chief Solomon represented the City in contract negotiations with both the superior officers' and the patrol officers' unions.

When Captain Gallant sent Mayor Zanni the updated version of the Superiors' Contract with the Gallant Formula, he also emailed the contract to Chief Solomon. Within two and a half hours after receiving the updated contract, Chief Solomon told the president of the patrol officers' union to add the Gallant Formula to the patrol officers' contract.³³ Specifically, on September 6, 2017, Chief Solomon wrote:

From: "Solomon, Joseph" <TOWN OF METHUEN/METHUEN/RECIPIENTS/JSOLOMON>
Sent: 9/6/2017 9:51:12 PM -0400
To: "Gardner, David" <DGardner@ci.methuen.ma.us>
Subject: contract draft
Attachments: Patrolman CBA Final 2017_2020.doc

Dave

Please read and send to attorney. Highlighted areas are additions or changes. I changes the wording on base pay calculation (per superiors wording) and some other wording that the MOU had.

Let me know your thoughts tomorrow.

Joe

Chief Joseph E. Solomon
Methuen Police
90 Hampshire St.
Methuen, Ma. 01844

He did this even though he represented the City in the contract negotiations and even though this change would substantially increase the City's costs under the patrol officers' contract.³⁴ As a result, the patrol officers' new contract included identical language to the Superiors' Contract that also created an inflated base pay.³⁵ It stated:

Effective July 1, 2018 base pay and added base pay are to be calculated in the following order and manner to arrive at base pay for all purposes; Base pay, then add cleaning allowance, subtotal, then add Technology Compensation, then calculate Quinn Bill/Education Incentive.

Effective July 1, 2018 base pay and added base pay calculations for any officer hired after July 1, 2013 are to be calculated in the following order

³³ The superiors' union had reached an agreement with the City before the patrol officers' union had finalized its contract negotiations.

³⁴ The MOU in Chief Solomon's email refers to an MOU regarding a protective vest stipend that the City and the patrol officers' union had negotiated when the 2014 Contract was in effect.

³⁵ See Agreement between the City of Methuen and the Methuen Police Patrolmen's Association, dated September 18, 2017, at 20.

and manner to arrive at base pay for all purposes; Base pay, then add cleaning allowance, subtotal, then add Technology Compensation, then calculate Educational Incentive payments for his/her degree per Article XXIV Section 15(c).³⁶

No one gained more from the addition of the inflated base pay language than Chief Solomon. According to his contract, he is to receive \$2.60 for every \$1.00 the City pays the highest-paid patrol officer. Adding the Gallant Formula to the patrol officers' base pay meant the City would pay Chief Solomon \$2.60 for each \$1.00 it paid the highest-paid patrol officer for uniform allowances, holiday compensation, protective vest stipends and educational incentives. To illustrate this, the highest-paid patrol officer received \$7,742.23 in educational incentive in 2017. By adding the Gallant Formula to the patrol officers' contract, Chief Solomon got a \$20,129.80 raise for his subordinate's education. This is in addition to receiving an educational incentive for his own degrees.

The combination of the patrol officers' and superior officers' contracts placed Chief Solomon's annual pay at \$375,548. Mayor Jajuga refused to allocate those funds to Chief Solomon's salary. Instead, the City paid Chief Solomon \$298,410 for fiscal year 2020.³⁷ City records demonstrate that Chief Solomon's salary has nearly doubled from \$153,456 in fiscal year 2017 to at least \$297,271 in fiscal year 2021.

B. The Police Chief's Contract Contains Undefined Terms and Lacks Provisions on Accountability.

The OIG also found that the Chief Solomon's contract contains undefined terms that substantially increase his salary without oversight from the City. First, Chief Solomon's contract provides that he receives every benefit that any patrol officer or any superior officer receives. In particular, the contract contains the following clause:

The Chief shall receive the maximum of the following benefits: at least the same amount of sick days, vacation days, personal days, bereavement days, holiday compensation, longevity pay, educational incentive/Quinn, uniform and cleaning allowance, health and life insurance, contractual time, training/seminar compensation time, hazard duty pay, and **other benefits** as do any of the regular police officers of any rank of the City receive as of the execution date of this contract.³⁸

³⁶ *Id.* at 20. The City also renegotiated the patrol officers' 2017 Contract because of this change to base pay. The OIG's investigation did not include these renegotiations.

³⁷ CITY OF METHUEN, *FY2021 BUDGET* (July 9, 2020), available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/budgetpresentation72620.pdf>.

³⁸ See Appendix 6 at 7-8 (emphasis added).

As set forth in the quoted language, the clause even includes an undefined catchall of “other benefits.”

In addition, despite requiring the chief of police to be available 24 hours a day, seven days a week, Mayor Zanni also agreed to permit Chief Solomon to earn “compensatory time” when he works outside of “regular business hours.”³⁹ There is no definition of what “regular business hours” entail for the chief of police. Further, the contract does not spell out the process for tracking Chief Solomon’s time or for approving requests to earn compensatory time.

The contract also requires the City to budget and pay for Chief Solomon to attend unlimited trainings – including short courses, institutes, seminars and conferences – that Chief Solomon deems reasonably necessary for his professional development. The contract does not explicitly require Chief Solomon to obtain prior approval from the City for training, nor does his contract limit the type or amount of training expenses that he will be reimbursed for. Further, the contract does not require that the funds come from the police department budget. Instead, the contract expressly states that the City must pay for Chief Solomon’s trainings and related reimbursements out of its budget.⁴⁰

Further, the contract contains an extensive discipline process favoring Chief Solomon should the City attempt to discipline him. If Chief Solomon involuntarily resigns as a result of a formal suggestion by the City that he do so, the City must pay Chief Solomon the balance of his five-year contract, regardless of the cause for the resignation.⁴¹

XII. The OIG’s 2019 Letter to the City and the State Ethics Commission’s Findings

On February 1, 2019, the OIG published a letter concerning the process the City followed in approving the Superiors’ Contract. That letter focused on the former mayor’s and City Council’s violations of duties, rules and laws related to public contracting.

Specifically, the OIG found that:

1. The Council appeared to have improperly invoked the Rule of Necessity by, among other things, failing to publicly identify the conflicted councilors and the nature of their conflicts.
2. The former mayor and the Council violated City Resolution #4720, which requires a financial impact statement and a memorandum explaining the differences between the current and proposed contracts prior to approval.
3. The Council violated the City Charter and a City Ordinance by voting to approve the Superiors’ Contract twice on the same day.

³⁹ See *id.* at 3.

⁴⁰ See *id.* at 4-5.

⁴¹ See *id.* at 5-6.

4. Then-Mayor Jajuga violated Section 4 of Chapter 40 of the General Laws and the City Charter by paying the superior officers under a MOU that the City Council never approved.
5. The former mayor and former and current city councilors violated the duties of care and due diligence that they owe as elected officials to the residents of Methuen by negotiating and approving the Superiors' Contract either without understanding the financial impact of the contract, or by understanding the financial impact and approving it anyway.⁴²

The OIG further found that if the City were to pay under the Superiors' Contract, it would constitute a waste of public funds and that it was unlikely that the Superiors' Contract and MOU were legally enforceable agreements.⁴³ The OIG recommended that the City Council consult with the State Ethics Commission regarding potential violations of the state's conflict-of-interest laws.⁴⁴

After the OIG released its 2019 letter, on April 30, 2020, the State Ethics Commission issued public education letters to three former city councilors: James Jajuga, Lynn Vidler and Jamie Atkinson.⁴⁵ The State Ethics Commission found that the three councilors relied on erroneous legal advice from the city solicitor regarding the rule of necessity and that they voted on the Superiors' Contract in violation of the state's conflict-of-interest laws.⁴⁶

⁴² See Appendix 1.

⁴³ *Id.*

⁴⁴ See M.G.L. c. 268A, § 19.

⁴⁵ See STATE ETHICS COMM'N, *PUB. EDUC. LETTER IN THE MATTER OF JAMES JAJUGA* (Apr. 30, 2020), available at <https://www.mass.gov/letter-ruling/public-education-letter-in-the-matter-of-james-jajuga>; see also, STATE ETHICS COMM'N, *PUB. EDUC. LETTER IN THE MATTER OF LYNN VIDLER* (April 30, 2020), available at <https://www.mass.gov/letter-ruling/public-education-letter-in-the-matter-of-lynn-vidler>. See also STATE ETHICS COMM'N, *PUB. EDUC. LETTER IN THE MATTER OF JAMES ATKINSON* (April 30, 2020), available at <https://www.mass.gov/letter-ruling/public-education-letter-in-the-matter-of-james-atkinson>.

⁴⁶ See M.G.L. c. 268A, § 19.

INVESTIGATIVE CONCLUSIONS

All representatives of the Methuen city government involved in the negotiations of the Superiors' Contract failed to perform the fundamental obligations of their roles. The negotiations and approval of the Superiors' Contract were fraught with multiple missteps by all parties tasked with safeguarding the fiscal management of the City. Mayor Zanni agreed to a costly contract without conducting appropriate due diligence, such as reading the final contract or requesting a financial impact statement by an auditor. The city solicitor failed to review the Superiors' Contract for accuracy, even after he learned that the contract called for substantial raises the City had not agreed to.

Chief Solomon failed to protect the police budget from being depleted as a result of the significant salary increases for the superior officers. Moreover, he may have acted in his self-interest by, for instance, not disclosing the fact that the City had never agreed to several provisions in the Superiors' Contract. Similarly, Captain Gallant acted in his own self-interest and in bad faith, both when he drafted the Superiors' Contract and when he made additional contract changes in September 2017. Such fundamental failures placed Methuen in a grave fiscal situation.

Finally, Mayor Zanni did not exercise due diligence or demonstrate sound management when he negotiated Chief Solomon's contract extension. The resulting contract makes Chief Solomon one of the highest-paid police chiefs in the country, earning more than the Massachusetts State Police Colonel and the Boston Police Commissioner. Mayor Zanni also failed to include basic oversight provisions in the contract, and he agreed to provisions that make it both difficult and expensive to terminate or discipline Chief Solomon.

I. The City's Negotiating Team Knew or Should Have Known that the Superiors' Contract Would Result in Significant Raises for Superior Officers.

When the City assembled a negotiating team for the Superiors' Contract, all members of that team owed duties of care and due diligence to the residents of Methuen to ensure that the contract was in the City's best interest. For example, under Article V of the Massachusetts Declaration of Rights, all governmental officials in the Commonwealth, as agents of the people, should "work with an eye single to the interest" of the public.⁴⁷ The City's negotiating team did not fulfill its responsibilities to the residents of Methuen.

From the beginning of the negotiations, the superiors' union sought to include various stipends, allowances and incentives into the definition of base pay. The union also sought to increase certain stipends and to add new allowances (see Finding II above). The City's negotiating team knew of these requests and questioned the cost of changing the definition of base pay. Nevertheless, the team never

⁴⁷ *1A Auto, Inc. v. Dir. of Off. of Campaign & Pol. Fin.*, 480 Mass. 423, 445 (2018) (internal quotation marks omitted) (citing *McKinley v. Williams*, 74 F. 94, 95 (8th Cir. 1896)). See also *Pro. Servs. Grp. v. Town of Rockland*, 515 F. Supp.2d 179, 192 (D. Mass. 2007) ("A public official of a municipality acts as a trustee for the citizens and the town . . .").

actually determined the financial impact of any of the proposed changes. For instance, the city auditor could have analyzed the financial impact of the changes the union requested, but team declined to request his analysis, either during the negotiations or before the City Council voted on the contract.

Furthermore, much of the difficulty of the Superiors' Contract stems from the fact that the contract lacked a salary schedule outlining the base pay that each rank or each officer would receive each year. Such a schedule would have disclosed the total cost associated with the multiple increases the City agreed to.

The City could have (and should have) determined the cost of the contract prior to agreeing to it. Moreover, had the City's negotiating team demanded the inclusion of a salary schedule, the full impact of the contract changes would have been clear to the City and the people of Methuen. The City's negotiating team failed in its responsibilities to the residents of Methuen. Additional investigative conclusions regarding Chief Solomon are set forth in Section V below.

II. Mayor Zanni Breached His Obligations to the City and the Public

Upon taking office, Mayor Zanni swore an oath to faithfully discharge his duties.⁴⁸ Moreover, as an elected representative, the mayor is a "substitute[] and agent[] of the people who [should] act only in their interest."⁴⁹ Stated differently, the mayor owed the citizens the same duties a trustee owes beneficiaries.⁵⁰ Moreover, a mayor is responsible for spending taxpayer funds appropriately and in the best interest of the city's residents.

Throughout 2017, Mayor Zanni ignored his obligations by entering into two costly police contracts on behalf of the City. He also failed to exercise due diligence and care regarding the Superiors' Contract because he (1) did not read the contract before signing it; (2) did not ask the City's attorney to review the contract; (3) told the City Council – inaccurately – that the only increase in the contract was a cost-of-living adjustment; and (4) neglected to take notes or otherwise keep records related to the contract negotiations.

First, Mayor Zanni entered into a contract with Chief Solomon that was one-sided, in favor of the Chief. When Mayor Zanni negotiated the contract extension with Chief Solomon in 2017, he agreed to pay the police chief more than the New York Police Commissioner, Boston Police Commissioner, Massachusetts State Police Colonel, Chicago Superintendent of Police and Los Angeles Police Commissioner.

⁴⁸ See M.G.L. c. 43, § 17.

⁴⁹ *Pro. Servs. Grp.*, 515 F. Supp.2d at 192 (citing *United States v. Silvano*, 812 F.2d 754, 759 (1st Cir. 1987)).

⁵⁰ *Id.* ("A public official of a municipality acts as a trustee for the citizens and the town.").

Police Chief	2018 Salary
New York City Police Commissioner	\$226,366
Boston Police Commissioner	\$238,846
Massachusetts State Police Colonel	\$241,845
Chicago Superintendent of Police	\$260,004
Los Angeles Police Commissioner	\$371,076
Chief Solomon	\$375,548

Further, Mayor Zanni agreed to pay the Chief each and every stipend, allowance, incentive and leave benefit that any patrol officer or superior officer in the department receives. This means that he receives all extra pay and every leave benefit that the patrol officers receive plus all extra pay and every leave benefit that the superior officers receive.

Beyond its cost, the contract lacks basic protections for the City and is void of meaningful oversight. For instance, Mayor Zanni agreed to an extensive discipline process that favors Chief Solomon. If he “unwillingly resigns,” moreover, the contract states that the City must pay Chief Solomon the balance of his contract, regardless of the cause for the resignation.

Furthermore, the contract permits Chief Solomon to earn compensatory time when he works outside of his “regular business hours.” Given both his position as a department head and his unprecedented salary, the decision to allow Chief Solomon to earn compensatory time is questionable at best.⁵¹ Even assuming that it is appropriate for him to earn compensatory time, the contract does not specify what regular business hours the chief must work. This gap gives Chief Solomon the opening to decide when he is working “regular business hours” and when he is working “overtime.” Furthermore, the contract does not require Chief Solomon to get prior approval before working “overtime” or to report his time to the mayor or City Council. Similarly, Mayor Zanni agreed that the City would pay for Chief Solomon to attend the trainings and conferences of his choosing, but the mayor failed to include any oversight language.

Mayor Zanni negotiated a five-year contract with a salary structure exceeding that of any police chief in Massachusetts or most of the United States. He failed to include basic oversight mechanisms and agreed to expensive and one-sided contract terms. In short, Mayor Zanni violated the most basic fiduciary duties he owed the City: protect the public’s interests and spend the City’s funds appropriately.

Second, Mayor Zanni agreed to the Superiors’ Contract, which was even more expensive than Chief Solomon’s. Months after agreeing to Chief Solomon’s contract extension, Mayor Zanni agreed to a second, more costly, agreement in the form of the Superiors’ Contract. Mayor Zanni’s most fundamental obligation was to understand the financial impact of the Superiors’ Contract to the City, yet he took virtually no steps to understand it. While the City’s negotiating team did question the cost of some proposed contract changes, Mayor Zanni did not press the superiors’ union to answer those questions

⁵¹ A police chief is expected to be available 24 hours a day, 7 days a week. With the exception of Methuen, it is virtually unheard of for a police chief in Massachusetts to earn compensatory time.

(and often the union representatives did not). Further, while Mayor Zanni did ask the city auditor to assess the cost of a single provision (the cost-of-living adjustment), he did not inform him that he had agreed to change the definition of base pay. Any estimate the city auditor provided to Mayor Zanni was incorrect because of that omission. Moreover, Mayor Zanni did not look to surrounding communities or communities of similar size to determine whether the terms of the Superiors' Contract were appropriate for a police department the size of Methuen's.

Third, Mayor Zanni failed to ensure that the Superiors' Contract accurately reflected the terms the parties had agreed to in multiple negotiation sessions. Mayor Zanni did not read the entire contract before signing it. Nor did he compare the contract against the notes of the negotiation to confirm the contract contained the correct dollar figures or language. He did not review the final version of the contract against the prior drafts to ensure that it encompassed the terms he agreed to during the negotiations.

Fourth, Mayor Zanni failed to have the city solicitor review the Superiors' Contract. That is, Mayor Zanni did not have the City's chief legal officer review a multi-million-dollar contract to ensure that it accurately represented the agreement of the parties, as well as to ensure that its terms were legal, clear and protective of the City's interests.

Fifth, Mayor Zanni failed to inform the public and City Council of the contract changes he agreed to on behalf of the City. Mayor Zanni told the City Council that the only cost increase in the Superiors' Contract was a cost-of-living adjustment. As previously discussed, Mayor Zanni knew that he agreed to changes that increased the superior officers' total compensation. Throughout a series of negotiations, Mayor Zanni agreed to changing the definition of base pay, changing or increasing various stipends and (on his own initiative) increasing the rank differentials. Mayor Zanni never told the City Council about these new or changed provisions.

Sixth and finally, Mayor Zanni failed to keep any records related to the contract negotiations, including notes from the drafting and signature phases. Mayor Zanni did not take notes during the negotiation sessions. This is especially significant because each session included new concessions by the City. Similarly, Mayor Zanni did not communicate in writing with the superiors' union regarding the negotiations or the contract.

Mayor Zanni explained to the OIG that he relied on other members of City's negotiating team to take notes. However, he took sole responsibility for the drafting and signature phases of the negotiations, meaning there were no other team members present to take notes.

Records regarding any conversations or agreements must be kept to accurately reflect the negotiation process. Negotiations conducted by telephone or during in-person meetings must be documented with some form of writing. Mayor Zanni failed this fundamental obligation.

The mayor is the City's chief executive and a fiscal steward of the City's funds. He owes a duty of care and due diligence in the decisions he makes for the City, and he should be transparent and honest

with the City's residents. As set forth above, Mayor Zanni failed all of these obligations to the City and its residents with respect to both Chief Solomon's contract and the Superiors' Contract.

III. The City Solicitor May Have Breached His Duty of Care to the City.

In Methuen, the City Charter creates the position of city solicitor. The City Council hires the city solicitor, who is responsible for providing legal representation and advice to the City. The city solicitor has a duty to "represent the municipality in all court matters, advise the City Council and municipal boards and officers upon all legal questions and perform such other duties as the City Council may prescribe in addition to such duties as may be prescribed by law."⁵² The Methuen City Ordinance also requires the city solicitor to "[p]repare for execution of all contracts and instruments to which the City is a party"⁵³ As part of his reasonable care, the city solicitor also participates in contract negotiations to ensure that the City's contracts accurately contain the parties' agreements, protect the City's interests, contain enforceable provisions and safeguard the City from costly litigation.

The city solicitor also owed a duty of care to his client, the City, because of the attorney-client relationship between the solicitors and the City. "The standard of care normally applied is whether the lawyer failed to exercise reasonable care and skill in handling the client's matter...."⁵⁴ The relationship between an attorney and their client is also fiduciary as a matter of law.⁵⁵ One of basic obligations of an attorney in contract drafting is to ensure that it accurately reflects the agreements and that the language is enforceable.

During the negotiations for the Superiors' Contract, the city solicitor advised Mayor Zanni to have the superiors' union draft the new contract. The advice is understandable. If a dispute later arose regarding a contract clause, the superiors' union could not accuse the City of misstating the agreements made during negotiations.

Pursuant to his obligation to "[p]repare for execution of all contracts and instruments to which the City is a party," however, the city solicitor should have reviewed the Superiors' Contract to ensure it accurately reflected the agreements made during negotiations.⁵⁶ That did not happen here. The city solicitor never requested or reviewed any drafts of the contract. In addition, he received the signed copy of the Superiors' Contract before the City Council meeting on September 18, 2017. Nevertheless, he did not review the contract – or ask the assistant city solicitor to review it – before the City Council voted on

⁵² Methuen City Charter, § 2-8(c), available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/mmc1820.pdf>

⁵³ *Id.*

⁵⁴ *Clark v. Rowe*, 428 Mass. 339, 341 (1998).

⁵⁵ *Baker v. Wilmer Cutler Pickering Hale & Dorr LLP*, 91 Mass. App. Ct. 835, 842 (2017).

⁵⁶ Methuen Municipal Code, § 2.24(4), available at <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/mmc1820.pdf>.

the contract. Nor did the city solicitor tell the City Council that he had not reviewed the contract, either in draft or final form.

In this case, a line-by-line review of the Superiors' Contract would have revealed the inclusion of the Gallant Formula and that Captain Gallant had added the educational incentive to the definition of base pay. The city solicitor also would have discovered that Captain Gallant had revised the provisions on holiday compensation (Article XII), uniform allowances (XVII, Section 2) and the protective vest stipend (Article XXIX, Section 25) to further emphasize that those items were included in the contract's definition of base pay. Additionally, the city solicitor would have recognized that Captain Gallant did not follow the parties' agreement with respect to the protective vest stipend (Article XXIX, Section 25).

Once the impact of the Superiors' Contract came to light, moreover, the city solicitor still did not review his contract notes or even the contract. Mayor Jajuga entered into MOU discussions with the belief that Mayor Zanni had agreed to all of the provisions in the Superiors' Contract and he negotiated the MOU accordingly. Had the city solicitor reviewed the contract or his notes, he would have known during the MOU discussions that the City never agreed to several costly terms, including the Gallant Formula.

IV. Captain Gallant, as Union President, Acted in Bad Faith by Changing Certain Language in the Contract that Was Not the Product of Bargaining and Remaining Silent During the MOU Discussions.

A. Legal Background.

When negotiating a collective bargaining agreement, both parties have a statutory obligation to act in good faith. Specifically, in Massachusetts, certain public employees have the right to organize and collectively bargain with their employer.⁵⁷ Under Chapter 150E of the General Laws, "the employer and the exclusive [union] representative shall meet at reasonable times . . . and shall negotiate in *good faith* with respect to wages, hours, standards or productivity and performance, and any other terms and conditions of employment . . ." ⁵⁸ Chapter 150E defines "employer" to mean a city's chief executive officer and "any individual who is designated to represent one of these employers and act in its interest in dealing with public employees. . . ." ⁵⁹

The statute further provides that "the relevant unions are the employees' exclusive representative ...for the purpose of collective bargaining... and are empowered to act on the employees'

⁵⁷ See M.G.L. c. 150E, § 2.

⁵⁸ *Id.* § 6 (emphasis added).

⁵⁹ *Id.* § 1.

behalf with respect to wages, hours, standards or productivity and performance, and any other terms and conditions of employment...”⁶⁰

Under Chapter 150E, “good faith” implies an open and fair mind as well as a sincere effort to reach a common ground.⁶¹ Both the union and the employer have a duty to negotiate in good faith.⁶²

B. Discussion.

Captain Gallant knowingly included language in the Superiors’ Contract that the City had not agreed to. By adding language that the parties did not agree to and not disclosing that fact to the City’s negotiating team, Captain Gallant acted in bad faith. Moreover, when Mayor Zanni asked him to add the cost-of-living adjustment to the contract, Captain Gallant made even more changes that the City had not agreed to. Further, he never told Mayor Zanni about these changes, which significantly increased the superior officers’ total compensation.

Captain Gallant’s state of mind is demonstrated most clearly through the email he sent to the Superior Unions’ attorney after he inserted the Gallant Formula. He stated, in part, “I foresee, Because of the large increases in pay, having to litigate the wording. Can you check especially the compensation warning [*sic*] to guarantee as much as possible that we will be strong.”

Further, when he added the Gallant Formula, Captain Gallant manipulated the line spacing so the rest of the pages in the contract – including the signature page – did not change. This helped conceal the fact that he had inserted new language that the City had not bargained.

Finally, even though Captain Gallant represented the superiors’ union during the MOU discussions, he did not tell Mayor Jajuga that the contract contained terms the City had not negotiated. Moreover, he told the OIG that he did not mean to include subordinate officers’ educational incentive in the definition of base pay. Nevertheless, he remained silent about this during the MOU discussions.

Captain Gallant’s actions with respect to the draft contract and MOU demonstrate an attempt to take advantage of the City. Though his obligation was to represent the superiors’ union members, he still had to negotiate with the City in good faith. He failed to do so.

⁶⁰ *Parris v. Sheriff of Suffolk Cty.*, 93 Mass. App. Ct. 864, 868 (2018) (internal quotations and citations omitted).

⁶¹ See *NLRB v. Int’l Union of Marine and Shipbuilding Workers of America*, 361 U.S. 477, 485 (1960) (collective bargaining presupposes a desire to reach an ultimate agreement).

⁶² M.G.L. c. 150E, § 6.

V. Chief Solomon Breached His Duty to Provide Adequate Public Safety by Remaining Silent to the Deception of Captain Gallant

Chief Solomon owed a responsibility to the mayor to be immediately responsible for the effective administration of the police department.⁶³ Additionally, Chief Solomon swore to “faithfully perform the duties of the office of the Methuen Police Department...”⁶⁴ Chief Solomon, through the mayor and City Council, received a budget financed by Methuen taxpayers. Therefore, he owed the duty to act as a fiscal steward of those funds to ensure the department provided public safety in the best interest of the citizens.

When Chief Solomon remained silent about the insertion of the Gallant Formula and the other unbargained-for provisions in the Superiors’ Contract, he abandoned his duties. Chief Solomon sat through every session of the negotiations with the superiors’ union. He participated in discussions regarding the cost of certain additions to the Superiors’ Contract and provided recommended language. Most significantly, he knew about the Gallant Formula and its impact on salaries – as evidenced by the fact that he emailed it to the president of the patrol officers’ union within two and a half hours of receiving it from Captain Gallant. Yet he did not alert Mayor Zanni to the change. Instead, he not only remained silent about its insertion, he told the patrol union to include it in their contract, knowing it would enhance his own pay.

Moreover, when Mayor Jajuga publicly announced the cost of the Superiors’ Contract in April 2017, Chief Solomon still remained silent. Further, he sat through MOU negotiations, providing cost analyses on behalf of the superiors’ union (see Appendix 4) and continued to remain silent, never informing anyone that the City had not agreed to the Gallant Formula or other costly provisions in the contract.

When the City Council refused to provide additional funds to finance the MOU, Mayor Jajuga announced layoffs of over half the police officers in the police department. Even then, though his duty as chief of police was to provide the residents of the Methuen with the best public safety given the available funds, he still elected to remain silent. Not only did his silence permit Captain Gallant’s transgression to go uncovered, it also risked the public safety of the Methuen residents. Chief Solomon chose his own interests over the safety of the public.

VI. Chief Solomon Did Not Act in the Best Interests of the City and May Have Had a Conflict of Interest.

Chief Solomon’s role in both the patrol officers’ and superior officers’ negotiations was to provide police expertise to the City. However, Chief Solomon went well beyond advising the mayor and instead he acted to benefit the patrol officers’ union and himself. Section 19 of Chapter 268A of the General Laws

⁶³ Methuen Municipal Code, § 3-5 C, *available at* <https://www.cityofmethuen.net/sites/g/files/vyhlf886/f/uploads/mmc1820.pdf>.

⁶⁴ *Id.* at § 3-4 C.

prohibits a municipal employee from participating as a public employee in a particular matter in which he has a financial interest. The term “participate” includes making a recommendation and rendering advice.⁶⁵ The term “particular matter” includes contract negotiations.⁶⁶ Moreover, courts have cautioned against police chiefs serving as a city’s “designated representatives” during negotiations with police unions because chiefs “might have a conflict of interest because their own salaries may be affected by the salaries negotiated in the bargaining process.”⁶⁷

As discussed above, Chief Solomon shared the Gallant Formula with the patrol officers’ union and suggested that they include it in their contract. Because Chief Solomon’s salary is tied to the patrol officers’ contract, no one gained more from this change than Chief Solomon did (see Finding XI). Finally, Chief Solomon’s contract also entitled him to receive every incentive, stipend, allowance and leave benefit paid to any patrol officer and superior officer.

As a result, Chief Solomon had a direct personal interest in the patrol officers’ and the superior officers’ contracts. By his conduct, he put those interests above those of the City and the people of Methuen. He also likely violated the conflict-of-interest laws by participating in the negotiations of both police contracts.

⁶⁵ See M.G.L. c. 268A, § 1(j).

⁶⁶ See *id.* at § 1(k).

⁶⁷ *Lab. Rel. Comm’n v. Town of Natick*, 369 Mass. 431, 439 (1976).

RECOMMENDATIONS

As detailed above, all representatives of the Methuen city government involved in the negotiations of the Superiors' Contract failed to perform the fundamental obligations of their roles. The negotiations and approval of the Superiors' Contract were fraught with multiple missteps by all parties tasked with safeguarding the fiscal management of the City. Mayor Zanni agreed to a costly contract without conducting appropriate due diligence, such as reading the contract (in draft or final form) or requesting a financial impact statement by an auditor. The city solicitor failed to review the Superiors' Contract, even after the City's budget shortfall came to light. Chief Solomon and Captain Gallant acted in their own financial interests and, at a minimum, they were not forthcoming about unbargained-for terms contained in the Superiors' Contract.

Finally, Mayor Zanni did not exercise due diligence or demonstrate sound management when he negotiated Chief Solomon's contract extension. The resulting contract makes Chief Solomon one of the highest-paid police chiefs in the country. Mayor Zanni also failed to include basic oversight provisions in the contract, and he agreed to provisions that make it both difficult and expensive to terminate or discipline Chief Solomon.

The OIG makes the following recommendations:

1. First and foremost, City officials and the chief of police must put the City's interests above their own. In carrying out their duties, they must diligently fulfill their fiduciary obligations to the public. Since being sworn into office in January 2020, Mayor Neil Perry has taken important steps to improve the City's oversight and governance. For instance, Mayor Perry hired an audit firm to conduct a performance audit of the police department. He also created the position of Director of Human Resources to provide the City and City employees with a dedicated human resources manager as well as to update policies and procedures for the City. Furthermore, Mayor Perry hired an assistant city solicitor to serve as his legal advisor.⁶⁸
2. The mayor must exercise due diligence in all contract negotiations. This includes:
 - a. Being fully prepared for contract negotiations, including being familiar with the current salaries of the City's employees, understanding the compensation packages in similarly situated municipalities and understanding the City's budget constraints.
 - b. Selecting a negotiating team that has expertise in the legal and fiscal review of collective bargaining agreements, including the ability to analyze the financial and legal consequences of every contract term.
 - c. Excluding anyone who may have a conflict of interest from the City's negotiating team.

⁶⁸ The city solicitor reports to the City Council, not the mayor.

- d. Requiring the negotiating team to memorialize agreements in writing immediately following each negotiation session and present these writings to the union’s negotiators for approval or disapproval.
 - e. Requiring every collective bargaining agreement to include an accurate salary schedule initialed by both City and union representatives.
 - f. Requiring the city solicitor to play an active role in finalizing each and every collective bargaining agreement.
 - g. Understanding the financial and legal consequences of all contract terms and providing a written analysis to the City Council in accordance with City Council Resolution #4720, which requires the mayor to present a written contract analysis to the City Council at least 10 days before it votes to approve a contract.
3. The mayor should exercise strong oversight of all department heads, including Chief Solomon. This includes:
 - a. Carefully considering the findings and recommendations in the upcoming audit of the police department.
 - b. Conducting an annual performance evaluation of every department head, including Chief Solomon, unless contractually prohibited from doing so. Among other components, the performance evaluation should identify areas for improvement and set measurable goals.
 - c. Reviewing and approving Chief Solomon’s weekly time records, including defining the chief’s “regular business hours” and tracking his use of leave time.
 - d. Requiring Chief Solomon to report his compensatory hours to the city auditor for tracking.
 - e. Reviewing the necessity of any training that Chief Solomon seeks to attend.
 - f. Reviewing any requested reimbursement associated with any approved training that Chief Solomon attends to ensure that the request is appropriate.
 4. The mayor should evaluate all available avenues of discipline against Chief Solomon and Captain Gallant.
 5. The City Council must exercise its own due diligence before approving collective bargaining agreements or other contracts. When approving collective bargaining agreements, the due diligence should include:
 - a. Enforcing City Council Resolution #4720.
 - b. Independently reviewing the contract for both substance and form.

A more complete discussion of recommendations for the City Council is included in the OIG’s February 2019 letter (see Appendix 1).

APPENDIX I: LETTER FROM INSPECTOR GENERAL GLENN A. CUNHA
TO MAYOR JAMES JAJUGA, ET AL., DATED FEBRUARY 1, 2019



GLENN A. CUNHA
INSPECTOR GENERAL

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February 1, 2019

James Jajuga, Mayor
City of Methuen
Searles Building, Room 306
41 Pleasant Street
Methuen, MA 01844

Methuen City Council
Searles Building, Room 308
41 Pleasant Street
Methuen, MA 01844

Dear Mayor and Councilors:

Pursuant to its statutory authority under Chapter 12A of the General Laws to prevent and detect fraud, waste and abuse in the expenditure of public funds, the Massachusetts Office of the Inspector General ("OIG") issues this letter regarding the Methuen Police Superior Officers' N.E.P.B.A. Local 17 contract ("Superiors' Contract"), which the Methuen City Council ("Council") purportedly approved on September 18, 2017.

Beginning in June 2018, and continuing to this day, dozens of individuals, including residents of Methuen and state and local officials, have called, emailed and written letters to the OIG requesting an investigation of the Superiors' Contract.

Summary of Findings

The OIG found that the former Mayor and Methuen City Council likely violated state laws, failed to comply with their own municipal rules and breached their fiduciary duties to the residents of Methuen. By following such a deeply flawed process in negotiating and approving the Superiors' Contract, the former Mayor and the Council demonstrated a reckless disregard for their duty to the residents of Methuen to safeguard taxpayer funds. Based on the totality of the circumstances, moreover, the OIG does not believe that the councilors' votes to "approve" the Superiors' Contract on September 18, 2017 are valid. Specifically, the OIG found that:

1. The Council appears to have improperly invoked the Rule of Necessity by, among other things, failing to publicly identify the conflicted councilors and the nature of their conflicts;

2. The former Mayor and the Council violated City Resolution #4720, which requires a financial impact statement and a memorandum explaining the differences between the current and proposed contracts prior to approval;
3. The Council violated the City Charter and a City Ordinance by voting to approve the Superiors' Contract twice on the same day;
4. The current Mayor is violating Section 4 of Chapter 40 of the General Laws and the City Charter by paying the superior officers under a memorandum of understanding ("MOU") that the Council never approved; and
5. The former Mayor and former and current city councilors violated the duties of care and due diligence that they owe as elected officials to the residents of Methuen by negotiating and approving the Superiors' Contract either without understanding the financial impact of the contract, or by understanding the financial impact and approving it anyway.¹

Moreover, if the City were to pay under the Superiors' Contract, it would constitute a waste of public funds. According to documentation provided by the City, one estimate of the financial impact of the Superiors' Contract demonstrates that police captains would receive a one-time raise of up to 183.49%. This would result in an estimated average salary for captains of \$432,295 per year, not including overtime and paid details.² At that salary, Methuen's police captains would earn significantly more than the Police Commissioners for Boston, Los Angeles and New York, the Superintendent of Police for Chicago and the Massachusetts State Police Colonel.

Based on the above findings, it is unlikely that the Superiors' Contract and MOU are legally enforceable agreements. The OIG recommends that the Council consult with the State Ethics Commission regarding the former Council's use of the Rule of Necessity. The OIG further recommends that the City consult with legal counsel to determine the validity of the Superiors' Contract and the MOU. Specifically, counsel should examine (1) whether the City's violations of its City Charter,³ a City Ordinance⁴ and a City Resolution⁵ impact the enforceability

¹ Additionally, the OIG has no reason to question, but did not fully analyze, the conclusions of attorneys hired by the Council finding that because the Council never appropriated funds for the "cost items" in the Superiors' Contract, those cost items are unenforceable. *See, e.g., Boston Teachers Union, Local 66 v. School Committee of Boston*, 386 Mass. 197, 203-04 (1982).

² Approximately nine months after the vote to "approve" the Superiors' Contract, the City created various estimates of the potential financial impact. Some estimates demonstrate a lower average pay; however, it was unclear to the OIG how those estimates were reached.

³ Section 2-9(a) of the Methuen City Charter states that "no measure shall be passed finally on the date on which it is introduced, except in cases of special emergency involving the health or safety of the people or their property." By "approving" the Superiors' Contract at the same meeting it was introduced, the former-Council likely violated the City Charter. Note that under the City Charter, "[t]he word 'measure' shall mean an ordinance passed or which could be passed by the City Council or an order, resolution, vote or other proceeding passed or which could be passed by the City Council or School Committee." Methuen City Charter, §§ 2-9(a), 9-12(g), *available at* <https://www.cityofmethuen.net/sites/methuenma/files/uploads/mmc12819.pdf>.

of the Superiors' Contract; and (2) whether the City's failure to comply with Section 4 of Chapter 40 of the General Laws⁶ and the City Charter render the MOU invalid.

Superiors' Contract

As detailed below, the City Council voted in September 2018 to approve the Superiors' Contract, which is the collective bargaining agreement for all sergeants, lieutenants and captains in the Methuen Police Department. The contract runs from July 1, 2017 to June 30, 2020.

The Superiors' Contract calls for captains to make \$432,295 on average per year, not including overtime or paid details.⁷ Sergeants and lieutenants also receive large pay raises in the new contract. The substantial salary increases over the prior year are the result of two significant changes to the Superiors' Contract. First, the Superiors' Contract manipulated the definition of "base pay" to include additional payments that were not included in the past contract. Second, the contract manipulated the order in which this inflated "base pay" is calculated to maximize the benefit for superior officers.

Changing the definition of base pay. As in prior contracts, the Superiors' Contract provides for superior officers to be paid a percentage increase over the base pay of the officers below them in rank. For example, the Superiors' Contract calls for a sergeant's base salary to be 132% of the highest-paid patrolman's base pay. In the prior contract, the "base pay" of a subordinate officer was just that: his basic salary, not including any stipends, allowances, incentives, overtime or detail pay.

This Superiors' Contract, however, defines base pay to also include *all* of the subordinate officer's stipends, allowances and incentives, such as: cleaning allowances, holiday compensation, protective vest/hazardous duty, night differentials, uniforms, career incentives and technology compensation. For instance, using this manipulated "inflated base pay," a sergeant's

⁴ Methuen City Ordinance § 2-17(C)(2) states that, like ordinances, collective bargaining agreements require two readings and "shall not be put for final passage on the same it was introduced." By conducting two "readings" and "approving" the Superiors' Contract, a collective bargaining agreement, on the same day, the former-Council likely violated City Ordinance § 2-17(C)(2). Methuen City Ordinance § 2-17(C)(2), *available at* <https://www.cityofmethuen.net/sites/methuenma/files/uploads/mmc12819.pdf>.

⁵ Methuen City Resolution #4720 requires that any collective bargaining agreement must be submitted to the Council no less than 10 days prior to any meeting to vote on such agreement and that any such contract must be accompanied by both a "separate financial impact statement and a memorandum delineating the differences between the proposed contract and any previous agreement between the City and the respective collective bargaining unit." Then-Mayor Zanni and the former-Council likely failed to comply with Resolution #4720 by failing to obtain or require a financial impact statement and a memorandum delineating the differences between the Superiors' Contract and the prior contract.

⁶ Section 4 of Chapter 40 of the General Laws requires city council authorization of a city's contracts. M.G.L. c. 40, § 4.

⁷ A "paid detail" means a police service performed by a Methuen officer during off-duty time contracted for by a third-party related to the provision of police services, including, but not limited to security and traffic control.

base salary becomes 132% of the combined total of the highest-paid patrolman’s base pay, plus all of that patrolman’s stipends, allowances and incentives.⁸ In particular:

- Sergeants’ base salary = 132% of the highest-paid patrolman’s “inflated base pay”
- Lieutenants’ base salary = 118% of the highest-paid sergeant’s “inflated base pay”
- Captains’ base salary = 117% of the highest-paid lieutenant’s “inflated base pay”

Utilizing this “inflated base pay” dramatically increases each superior officer’s salary. Based on documents provided by the City of Methuen, for instance, the captains’ base pay went from \$107,505 under the prior contract to \$287,719.

2014 Contract	2017 Contract
	Quinn Bill/Education Incentive
	Cleaning Allowance
	Holiday Compensation
	Protective Vest/Hazardous Duty
	Technology Compensation
Base Pay	Base Pay
= Base Pay	= “Inflated Base Pay”

Dictating the order in which the inflated base pay is calculated. In addition to changing to inflated base pay, the Superiors’ Contract also added a formula to determine the order in which inflated base pay must be calculated. As a result, inflated base pay would likely be significantly higher than it would be without the formula. The language of the contract stated:

The cost of living increases are as follows:

- July 1, 2017 – zero percent increase**
- July 1, 2018 – two percent increase**
- July 1, 2019 – two percent increase**

The preceding increases shall be implemented as follows:

Base pay and added base pay calculations are to be calculated in the following order and manner to arrive at base pay for all purposes; Base pay, then add cleaning allowance, subtotal, then calculate and add Holiday compensation under Article XII, then add calculated Protective Vest/Hazardous Duty and Technology Compensation percentage, calculate Quinn Bill/Educational Incentive [sic].⁹

⁸ Stated differently, the Superiors’ Contract uses the phrase “base pay” to mean something that it does not (*i.e.*, it includes the stipends, allowances and incentives).

⁹ Agreement between the City of Methuen and the Methuen Police Superior Officer’s Association N.E.P.B.A. Local 17, July 1, 2017, p. 22.

As stated above, for example, eligible officers receive payment for a “Quinn Bill/Educational Incentive.” Any superior who was a Methuen police officer before July 1, 2013 receives a percentage increase of his salary for having an academic degree. Under previous contracts, that was a lump sum payment. Under the Superiors’ Contract, that lump sum is added into base pay. By doing this, the superiors inflated every further calculation to maximize the benefit. The effect compounds up the chain of command. For example, a captain will get paid for patrolman’s education, the sergeant’s education and the lieutenant’s education. Finally, a captain will be compensated for his own educational incentive.

Additionally, the Superiors’ Contract changed the way the City was to pay officers for working on holidays. Under previous contracts the holidays were paid in a lump sum twice a year. The Superiors’ Contract directed the City to instead add holiday pay to their base pay, further inflating the base pay. Additionally, superiors also receive extra pay for having an academic degree on those holidays. By adding it to base pay, a captain now gets paid for a sergeant’s academic degrees and his holidays and a lieutenant’s academic degrees and his holidays.

To further illustrate the compounding effect of additional payments into base pay, based on one of the City’s estimates, by rolling educational incentives into base pay, some captains would earn as much as \$77,457 annually in education incentive alone for degrees they earned *and* for degrees earned by subordinate officers. This is approximately \$50,000 more than under the prior contract.

Negotiation and Approval of the Superiors’ Contract

Methuen’s City Council is a nine-member body, with some councilors elected “at-large” and others elected from districts. Under the City’s Charter, “[t]he administration of the fiscal, prudential, and municipal affairs of the City . . . shall be vested in an executive branch, to consist of the Mayor, and a legislative branch, to consist of the City Council.”¹⁰ The councilors and the mayor serve two-year terms and neither may serve more than three consecutive terms.¹¹

Under the Methuen City Charter, a majority of the Council constitutes a quorum. The approval of a financial appropriation requires a majority of the full Council; for all other motions and measures, only a majority of the councilors present at the meeting is required.¹² Collective bargaining agreements require a “second read” and may not be approved on the same day they are presented.¹³

¹⁰ See Methuen City Charter, § 1-3, *supra* note 3.

¹¹ See *id.* §§ 2-1, 3-1.

¹² See *id.* § 2-7(b).

¹² See *id.*

¹³ See *id.* § 2-9; see also Methuen City Ordinance § 2-17, *supra* note 4.

The Methuen Police Department consists of approximately 98 officers of varying ranks as well as approximately 16 civilians.¹⁴ On July 10, 2017, then-Mayor Stephen Zanni (“then-Mayor Zanni”) promoted 4 superior officers at the recommendation of the police chief, Joseph Solomon (“Chief Solomon”). As a result, the number of superior officers (any officer with the rank of sergeant, lieutenant or captain) increased from 23 (3 captains, 8 lieutenants, 12 sergeants) to 26 (5 captains, 8 lieutenants and 13 sergeants).¹⁵ Two unions represent Methuen police officers, one for the superior officers and one for the patrol officers. They have separate contracts, which are typically for a term of three years.

The superior officers’ union and the patrol officers’ union contracts were set to expire on July 1, 2017; however, both contracts contained clauses stating that they would remain in force until the parties reached a successor agreement. Then-Mayor Zanni reportedly made it a top priority to gain Council approval for police contracts prior to leaving office in January 2018, even though a number of individuals suggested that he should leave the negotiations to the next mayor and council.

Then-Mayor Zanni reportedly began negotiating the new contracts with the unions in May 2017. The evidence demonstrates that then-Mayor Zanni scheduled a series of meetings with Chief Solomon and union representatives during the summer of 2017. Then-Mayor Zanni ultimately signed the Superiors’ Contract on August 31, 2017.

At its September 18, 2017 public meeting, the Council, at the recommendation of then-Mayor Zanni, voted to approve the Superiors’ Contract. Then-Mayor Zanni made no presentation or explanation of the terms or the financial impact of the Superiors’ Contract to the Council or public in attendance.¹⁶

The Council voted to approve the Superiors’ Contract at the September 18, 2017 meeting, the same day it was introduced, with no apparent public discussion regarding the terms or the financial impact of the agreement at either the first or the second reading (which were conducted within minutes of each other).¹⁷

In addition, after the terms of the Superiors’ Contract became public, various officials stated that then-Mayor Zanni had told them that the Superiors’ Contract called for raises of 0% in

¹⁴ Methuen Police Department website, *available at* <https://www.cityofmethuen.net/police-department/pages/about-us>.

¹⁵ Stephen Zanni served as Mayor of Methuen for six years. His final term as mayor ended on December 31, 2017.

¹⁶ Webcast of Methuen City Council meeting, September 18, 2017, *available at* <https://methuen-ma.viebit.com/player.php?hash=l9YHyX67o735>. *See also*, webcast of Methuen City Council special meeting, September 18, 2017, *available at* <https://methuen-ma.viebit.com/player.php?hash=b53jj7I8Ax8w>.

¹⁷ Methuen City Charter § 2-7(b), *supra* note 3.

the first year and 2% in each of the next two years.¹⁸ But at the time of the meeting, no councilor asked any questions about the Superiors' Contract. Nor did any councilor ask the City's Auditor, Thomas Kelly, for his opinion of the financial impact or budgetary constraints the contract would create. The only questions asked by any member of the Council were about the "Rule of Necessity."¹⁹ It is not clear whether any official responsible for the negotiation or approval of the Superiors' Contract actually read the agreement or understood the financial impact on the City.

A number of the councilors had either actual or apparent conflicts of interest in voting on the Superiors' Contract. By the time of the vote on September 18, 2017, two pieces of special legislation had been filed on behalf of two outgoing councilors to permit them to accept appointments to the Methuen Police Department and disregard the City Charter's prohibition on former councilors holding any compensated appointed position with the City within one year of the expiration of their term on the Council.²⁰ The legislation proposed that then-Councilor (and Council Chairman) James Atkinson be appointed as a junior accountant with the Methuen Police Department. The legislation also proposed that former-Councilor Sean Fountain be appointed as a full-time intermittent patrol officer.

Moreover, Chief Solomon had recommended, and then-Mayor Zanni had approved, promotions for two immediate family members of city councilors in the months leading up to the vote. Chief Solomon and then-Mayor Zanni promoted the son of then-Councilor and current-Mayor Jajuga to captain. They also promoted Councilor Lynn Vidler's husband to sergeant.

Public Disclosure of the Cost of the Contract

From the time of the vote on September 18, 2017 until April 17, 2018, city officials spoke among themselves about concerns about the potential financial impact of the Superiors' Contract, but those concerns were not made public until current Mayor James Jajuga ("Mayor Jajuga") publicly disclosed at a Council meeting that there were provisions in the contract that would exponentially increase the salaries of superior officers. But even by the time of the April 2018 meeting, approximately seven months after the vote to approve the Superiors' Contract, the City still did not have an accurate assessment of the financial impact of the Superiors' Contract as was required by Municipal Resolution #4720.²¹

¹⁸ Given the vast disparity in estimates of the financial impact of the Superiors' Contract, it is unclear whether the parties had a shared understanding of what the contract meant. This calls into question whether the parties had a "meeting of the minds" and therefore whether they actually entered into an enforceable contract.

¹⁹ As explained more fully below, the "Rule of Necessity" may be invoked by an elected city council when the council "is *legally required to act* on a matter, and it lacks enough members to take valid official action solely due to [council] members being disqualified by conflicts of interest . . ." State Ethics Comm'n Advisory 05-05 (2005), available at <https://www.mass.gov/advisory/advisory-05-05-the-rule-of-necessity> (emphasis added).

²⁰ See Chapters 60 and 149 of the Acts of 2017. See also Methuen City Charter § 2-5, *supra* note 3.

²¹ This is largely because of the contract provisions concerning inflated base pay. By creating the inflated base pay, for example, the salary calculations for every superior became incredibly complicated, depending on their longevity, amount of education and whether they received the night differential.

Due to issues with the Methuen schools' budget, and public outcry regarding the Superiors' Contract, Mayor Jajuga (through his Chief of Staff Paul Fahey because of Mayor Jajuga's conflict of interest with the police department) and the Superiors' union negotiated a memorandum of understanding ("MOU"). The MOU called for raises of approximately 12% to 25% for superior officers, rather than instituting the approximately 37% to 183% raises called for under the Superiors' Contract. This still far exceeds the 2% increase that then-Mayor Zanni and councilors publicly represented as the salary increases under the Superiors' Contract. The City Council never approved this MOU or appropriated any funds to pay for it, but the Mayor's Office authorized payments to the superior officers under the MOU anyway.

Because of the salaries it is paying to superior officers, the Methuen Police Department is currently projected to exceed its budget appropriation sometime in March 2019, and has informed 50 patrol officers of impending layoffs. As a result, both the patrol officers and the residents of Methuen will suffer the consequences of unaffordable raises for the superior officers.

Findings

1. The Council improperly invoked the "Rule of Necessity" at its September 18, 2017 meeting.

The Rule of Necessity is a judicially created rule that permits governmental bodies to act on a matter when a quorum cannot be obtained because of a voting member's conflict of interest.²² Section 19(a) of Chapter 268A of the General Laws makes it a crime for a municipal official to participate in a particular matter in which his immediate family member or an organization with whom he is negotiating, or has any arrangement concerning prospective employment, has a financial interest.²³ "Participation" in a particular matter includes both discussions and votes concerning the matter.²⁴ Stated differently, the member must "recuse" himself from discussion and votes on the matter.

If enough members have to recuse themselves, the public body will not have a quorum to vote on the matter. However, the Rule of Necessity, in certain instances, will permit members of a public body to participate or vote in a particular matter notwithstanding their conflicts of interest (*i.e.*, their financial interest in the matter). Proper use of the Rule of Necessity requires that members of a public body (1) publicly disclose the nature of their conflicts;²⁵ (2) be legally

²² See *Graham v. McGrail*, 370 Mass. 133, 138 (1976).

²³ M.G.L. c. 268A, § 19(a). Reliance on a city solicitor's advice is a defense to a conflict-of-interest charge only if the advice is in writing and it has been submitted to and approved by the State Ethics Commission. State Ethics Comm'n, Public Enforcement Letter 97-1 (1997), available at <https://www.mass.gov/letter-ruling/public-enforcement-letter-97-1-richard-penn>.

²⁴ State Ethics Comm'n, Op. EC-COI-92-24 (1992), available at <https://www.mass.gov/opinion/ec-coi-92-24>.

²⁵ See *Wall v. Guinasso*, 3 Mass.L.Rptr. 403 (Super. Ct. 1995).

required to act;²⁶ and (3) use the Rule only where there are no other viable alternatives.²⁷ The Council's use of the Rule likely did not meet any of these requirements.

a. Failure to publicly disclose conflicts

At the time of the vote on the Superiors' Contract, five of the nine city councilors had either actual or apparent conflicts of interest with the Superiors' Contract. This meant four councilors remained eligible to vote; thus the Council could not achieve a quorum to vote on the contract (at least five out of nine councilors are required for a quorum). As a result, the City Solicitor recommended that the Council invoke the "Rule of Necessity."²⁸ To properly invoke the Rule of Necessity, each councilor "must first disclose publicly the facts that created the conflict."²⁹

At the September 18, 2017 meeting, not one councilor publicly disclosed the nature of his or her conflict. In fact, the conflicted councilors were never even publicly identified. Therefore, no member of the public attending the public council meeting would know which councilors had conflicts or the nature of those conflicts.³⁰

b. Legally required to act

The Rule of Necessity is considered a rule of last resort.³¹ The Rule of Necessity may be invoked by an elected city council when the council "is *legally required to act* on a matter, and it lacks enough members to take valid official action solely due to [council] members being disqualified by conflicts of interest"³² The OIG questions whether the Council was "legally required to act" for three reasons.

First, three of the allegedly conflicted councilors were leaving in January 2018; their terms were expiring and, because of term limits, they could not run again. If the Council had waited a few months before voting on the Superiors' Contract, it would not have needed to rely on the votes of conflicted councilors.

²⁶ State Ethics Comm'n Advisory 05-05 (2005), *supra*, note 19.

²⁷ *See Wall, supra* note 25 (Rule of Necessity is a rule of last resort).

²⁸ The city solicitor drafted a memorandum to the Council discussing the Rule of Necessity, but the memo did not analyze which councilors were actually conflicted or the nature of their conflicts under Section 19 of Chapter 268A.

²⁹ *See Wall, supra* note 25 (disqualified councilors had a duty to publicly disclose their perceived conflicts). *See also* State Ethics Comm'n, Op. EC-COI-93-3 (1993), *available at* <https://www.mass.gov/opinion/ec-coi-93-3> (in order to invoke the rule, councilors must publicly disclose the nature of the conflict).

³⁰ *See Wall, supra* note 25 (city council's failure to disclose the nature of the councilor's conflicts prior to the vote left the aggrieved residents with no opportunity to challenge the purported conflicts at the meeting). *See also* webcast of Methuen City Council meeting, September 18, 2017, *supra* note 16.

³¹ State Ethics Comm'n, Op. EC-COI-92-24 (1992), *supra* note 24.

³² State Ethics Comm'n Advisory 05-05 (2005), *supra* note 19.

Second, the 2014 superior officers' contract contained an "evergreen clause" that states that "the provisions of this Contract shall remain in effect until the approval of a successor contract."³³ In other words, had the Council not voted on the Superiors' Contract, the City would have continued to pay the superior officers based on the 2014 contract.

Third, the City had precedence for using the evergreen clause; the 2014 superiors' contract was not signed until July 2015, a full year after the expiration of the prior contract. In fact, at the time of both the signature and vote on the Superiors' Contract, the prior superiors' contract was expired but remained in force. As under the 2014 superiors' contract, the City could have relied on the evergreen clause.

c. No viable alternative

The State Ethics Commission has explained that "resort to the Rule of Necessity [is] unnecessary [if] an adequate number of city councilors had no conflicts or could have cured their conflicts."³⁴ While elected officials cannot cure an actual conflict under Section 19 of Chapter 268A, elected officials can "cure" the appearance of a conflict of interest by publicly disclosing the conflict under Section 23(b)(3) of Chapter 268A.³⁵

As a result, before invoking the Rule, councilors must determine whether they have an actual or apparent conflict. As noted below, because of various perceived conflicts, the City Council believed only four members could vote on the Superiors' Contract. The Council needed five members for a quorum. If a single councilor with an apparent conflict could have cured his conflict through a public disclosure, then the City Council improperly invoked the Rule of Necessity.

(i) Councilor Kannan

Councilor Jennifer Kannan's son is a patrol officer with the Methuen police. As a patrol officer, not a superior officer, Councilor Kannan's son arguably did not have a direct financial interest in the Superiors' Contract. Therefore, there was likely no Section 19 prohibition on Councilor Kannan voting on the Superiors' Contract.³⁶ Instead, Councilor Kannan likely only

³³ Agreement between the City of Methuen and the Methuen Police Superior Officer's Association N.E.P.B.A. Local 17, 204, p. 28.

³⁴ State Ethics Comm'n, Public Enforcement Letter 97-1 (1997), *supra* note 23.

³⁵ *See id.*

³⁶ *See* State Ethics Comm'n Op. EC-COI-87-21 (1987), available at <https://www.mass.gov/opinion/ec-coi-87-21>. In a similar situation, the State Ethics Commission determined that approval of a collective bargaining agreement that provides for a salary increase for an elected official's son would implicate Section 19 and accordingly require the abstention of the elected official. However, the Commission's guidance expressly noted that the "[Section] 19 abstention requirement does not extend to all police department matters but only to those matters in which your son has a reasonably foreseeable financial interest." Specifically, an elected official "may participate in decisions concerning the salary for the police chief and matrons, inasmuch as the salary of police officers [there, the elected official's son] is negotiated independently of these [the Supervisor's] salary levels." The elected official's

had an apparent conflict of interest under Section 23(b)(3) – which she could have cured through a written public disclosure. Because Councilor Kannan likely could have cured her conflict through a public disclosure, the Council could have obtained a quorum without invoking the Rule of Necessity. Accordingly, the Council likely improperly invoked the Rule of Necessity.

(ii) Councilors Atkinson and Fountain

On April 21, 2017 and August 15, 2017, prior to the vote on the Superiors' Contract, Linda Dean Campbell and Frank Moran filed special legislation to permit two term-limited city councilors – Chairman Atkinson and Councilor Fountain – to accept jobs with the Methuen Police Department.³⁷ As prospective members of the police department, Councilors Atkinson and Fountain likely had a Section 19 conflict, as the police department, their future employer, had a financial interest in the Superiors' Contract.³⁸ As a result, Chairman Atkinson and Councilor Fountain could only vote on the Superiors' Contract if the Council properly invoked the Rule of Necessity.

(iii) Councilors Jajuga and Vidler

Chief Solomon recommended the promotion of two other councilors' family members immediately prior to the vote: Councilor Jajuga and Councilor Vidler. On July 10, 2017 (while contract negotiations were ongoing) Chief Solomon, with then-Mayor Zanni's approval, increased the number of captains on the force from three to five and promoted then-Councilor Jajuga's son to captain. Chief Solomon promoted Councilor Vidler's husband to sergeant. Because Councilors Jajuga and Vidler had immediate family members who stood to gain from approval of the Superiors' Contract, they likely were prohibited from voting on the Superiors' Contract. Accordingly, Councilors Jajuga and Vidler could only vote on the contract if the Council properly invoked the Rule of Necessity.

The fact that the Council likely improperly invoked the Rule of Necessity does not automatically void the Council's vote to approve the Superiors' Contract. In order for the vote to be rescinded, the Council must first request its rescission to the State Ethics Commission. Second, the State Ethics Commission must find that a violation of the Conflict of Interest Law "substantially influenced" the action taken by the municipal body.³⁹

"participation in police matters" would also implicate Section 23(b)(3), however, "[b]y making a public disclosure of the fact that your son is a member of the police department, you will dispel any impression of undue favoritism under s. 23(b)(3)."

³⁷ Both obtained special legislation in order to bypass the City's one-year cooling off period. As such, Councilors Atkinson and Fountain could only vote on the contract following proper invocation of the Rule of Necessity. In addition, they both likely had a perceived conflict of interest under Section 23(b)(3).

³⁸ A Section 19 conflict occurs when "a municipal employee who participates as such an employee in a particular matter in which to his knowledge . . . any . . . organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest." M.G.L. c. 268A, § 19.

³⁹ M.G.L. c. 268A, § 21(a). *See also Wall, supra* note 25 (annulling the decision of a city council for improper use and execution of the Rule of Necessity). If the commission determines that ethical breaches "substantially

In addition, because the Council invoked the Rule of Necessity, four Council members with Section 19 conflicts ended up voting on the Superiors' Contract. If a municipal employee with a Section 19 conflict participates in a particular matter despite the conflict – under an *improper* invocation of the Rule of Necessity – the municipal employee would violate Section 19.⁴⁰

2. The former Mayor and the Council violated Resolution #4720, which requires a financial impact statement and a memorandum explaining the differences between the current and proposed contracts prior to approval.

In 2007, the Methuen City Council passed Resolution #4720, which requires that any collective bargaining agreement be submitted to the Council no less than 10 days prior to any meeting to vote on such agreement and that any such contract be accompanied by both a “separate financial impact statement and a memorandum delineating the differences between the proposed contract and any previous agreement between the City and the respective collective bargaining unit.”⁴¹ Then-City Council Chairman Zanni signed the Resolution on behalf of the Council and then-Mayor Manzi signed it on behalf of the City.

The OIG has found no evidence that then-Mayor Zanni or the Council complied with Resolution #4720 prior to the Council's vote on the Superiors' Contract on September 18, 2017. Then-Mayor Zanni now publicly claims that he thought the Superiors' Contract called only for a raise for the superior officers of 0% in year one, 2% in year two, and 2% in year three.⁴² Current and former councilors have also publicly claimed that they were told that the Superiors' Contract only called for 2% raises in 2018 and 2019.⁴³

Regardless of what the then-Mayor and Council knew regarding the contract, they still had to follow Resolution #4720. Also, it is clear that, had the Mayor and the Council followed Resolution #4720, it is more likely that the full financial impact of the Superiors' Contract would have been publicly known prior to the vote. Undoubtedly, the purpose of Resolution #4720 – to

influenced the action taken by any municipality in any particular matter,” the commission may order that the municipal action be “avoid[ed], rescind[ed] or cancel[ed] ... upon request by said municipal agency.” *See, e.g., Leder v. Superintendent of Schs. of Concord & Concord-Carlisle Regional Sch. Dist.*, 465 Mass. 305, 311 (2013).

⁴⁰ *See* State Ethics Comm'n Op. EC-COI-92-24 (1992), *supra* note 24 (“It is always advisable, although not required, that the Rule of Necessity be invoked by the Chairperson of the Board upon the written advice of town counsel, because a Board member would violate §19 if the Rule is improperly invoked”).

⁴¹ Methuen City Council Resolution #4720, TR-07-66 (Sept. 4, 2007).

⁴² Tim Wood, Zanni: Police Contracts Negotiated in Good Faith, Loop Weekly (June 14, 2018), *available at* <http://www.loopweekly.com/articles/zanni-police-contracts-negotiated-in-good-faith/>.

⁴³ Michael Levenon, Raises for Methuen Police Threaten to Put Town in Financial Jeopardy, Boston Globe (June 25, 2018), *available at* <https://www.bostonglobe.com/metro/2018/06/25/raises-for-methuen-police-threaten-put-town-financial-jeopardy/Ru7JyZwCQGixchM28u8seO/story.html>.

ensure that the Council is afforded all necessary financial information prior to exercising its authority to approve collective bargaining agreements – was frustrated.⁴⁴

3. The Council violated the City Charter and a City Ordinance by voting to approve the Superiors' Contract twice on the same day.

The Methuen City Charter provides that “no measure shall be passed finally on the date on which it is introduced, except in cases of special emergency involving the health or safety of the people or their property.”⁴⁵ The Charter defines the term “measure” broadly to include a “vote or other proceeding which could be passed by the City Council”⁴⁶

Moreover, the Methuen City Ordinances specifically state that collective bargaining agreements require two readings. The full text of Section 2-17(C)(2) states:

No ordinance shall be put on its final passage on the same day it was introduced, unless such is declared an emergency by vote of the Council; provided, however, that contracts, proclamations and public service grants shall require only one reading, with the exception of collective bargaining agreements and amendments thereto which shall require two (2) readings.

These provisions were made effective by ordinance on March 21, 2011.⁴⁷ Read in context, this section requires that the Council follow the same procedure for the approval of ordinances and collective bargaining agreements. In other words, like an ordinance, a collective bargaining agreement cannot be “finally passed” on the same day it is introduced, except in the case of an emergency. The requirement that the Council conduct a “second read” of ordinances and collective bargaining agreements demonstrates the importance that the drafters of the Charter placed on certain City Council actions.

The City Council voted on the Superiors' Contract twice on September 18, 2017. While it is not clear what effect the Council's decision to conduct a “second read” on the same day has on the enforceability of the contract, it is clear that the Council failed to follow the process outlined in the City Charter and had it followed the proper process, councilors may have been more informed about the contents of the Superiors' Contract.⁴⁸

⁴⁴ See Methuen City Council Resolution #4720, TR-07-66 (Sept. 4, 2007).

⁴⁵ Methuen City Charter § 2-9, *supra* note 3.

⁴⁶ *Id.* § 9-12(g).

⁴⁷ See Methuen City Ordinances § 2-17, *supra* note 4.

⁴⁸ See, e.g., *Park Drive Towing, Inc. v. City of Revere*, 442 Mass. 80, 84 (2004) (quoting *United States Leasing Corp. v. Chicopee*, 402 Mass. 228, 232 (1988) (It is a well-established principle of municipal contracting that courts require “‘precise []’ compliance with [statutory] requirements”). See also *Crall v. City of Leominster*, 362 Mass. 95, 101-02 (1972) (in judicial review of municipal by-laws and ordinances, courts consistently follow rule that “every presumption is to be made in favor of their validity, and that their enforcement will not be refused unless it is

Additionally, had the councilors complied with their own ordinance, it would have provided an opportunity for each councilor with an actual or apparent conflict to seek guidance from the State Ethics Commission. Again, the purpose of the City Charter was frustrated by the Council's actions.

4. The Council rejected the MOU, but the Mayor's Office is still paying the superior officers under it, in violation of the Massachusetts General Laws and the City Charter.

Under Section 4 of Chapter 40 of the General Laws, "[a] city [] may make contracts for the exercise of its corporate powers, on such terms and conditions as are authorized by . . . the city council in a city with the approval of the mayor . . . or as otherwise authorized in accordance with a duly adopted charter." The City's Charter states that the Mayor "shall negotiate and may execute contracts involving any subject within his jurisdiction. All contracts shall be awarded by the Mayor, however, all contracts, prior to said award, shall meet with approval, by vote, of the majority of the City Council.⁴⁹ It is a well-established principle of municipal contracting that courts require "precise compliance with [statutory] requirements."⁵⁰

After the impending raises outlined in the Superiors' Contract came to light, the City and the union agreed upon the MOU, which, while not as generous as the Superiors' Contract, called for raises for superior officers of up to 25%. The MOU is a contract. Contracts in the City of Methuen require the approval of the City Council.⁵¹ The City Council did not approve the MOU. As a result, the City is paying the superior officers based on the MOU in violation of both M.G.L. c. 40, § 4, and its Charter. Plainly speaking, the MOU is likely unenforceable. By continuing to pay superior officers based on the MOU, the Mayor is frustrating the purpose of M.G.L. c. 40, § 4, which is to provide checks and balances between the legislative and executive functions of the City.

5. Paying on the Superiors' Contract would constitute a waste of public funds.

As noted above, the former Mayor recommended and the City Council approved a contract that, according to the highest estimate from the City, gives captains an average salary of \$432,295 per year, *not including overtime and paid details*. Under the proposed agreement, no superior officer would see a raise of less than 35% over the prior year. These raises were contained within a contract that the former mayor and a number of city councilors claimed only called for raises of 2% in the final two years of the contract.

shown beyond reasonable doubt that they conflict with the applicable enabling act or the Constitution"); *Broderick v. Boston*, 375 Mass. 98 (1978) (municipalities are bound by their ordinances).

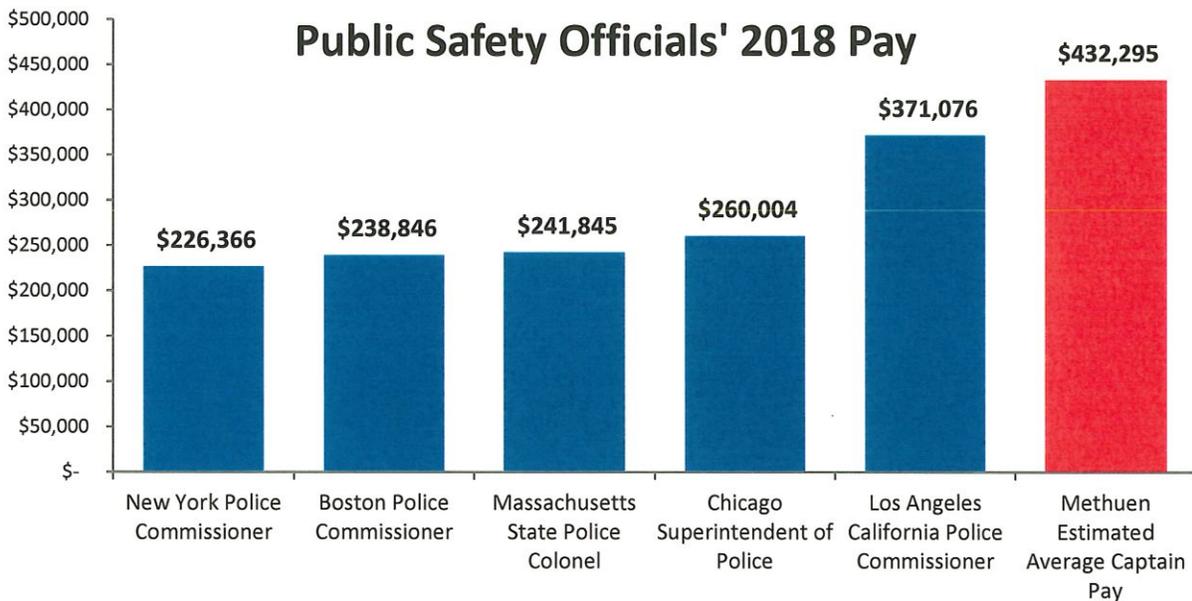
⁴⁹ Methuen City Charter, § 3-2(i), *supra* note 3.

⁵⁰ See, e.g., *Park Drive Towing, Inc.* *supra* note 48 (finding that no valid contract existed where city did not comply with statute requiring a written contract); see also *Crall*, *supra* note 48; *Broderick*, *supra* note 48.

⁵¹ The MOU itself acknowledges that it "is contingent upon the approval and funding by the City Council"

As previously stated, for many months after the Superiors' Contract was signed, the City apparently did not know precisely how much it would cost. Between January and July 2018, City officials and police officials produced a number of different estimates based on their various interpretations. Strictly following the language of the Superiors' Contract, City officials estimated that the salary for a captain would range from \$401,860 to \$459,906. The salary for a lieutenant would range from \$226,274 to \$289,834. For sergeants, the City estimated their salary between \$133,678 and \$181,298.⁵²

If the City used the highest average estimates under the Superiors' Contract, as depicted in the chart below, that would result in Methuen's police captains earning more than the Police Commissioners for Boston, Los Angeles and New York, the Superintendent of Police for City of Chicago and the Massachusetts State Police Colonel.



6. The current and former mayor and certain current and former councilors violated their oaths of office and breached their fiduciary duties of care and due diligence to the residents of Methuen.

No reasonable public official would negotiate and vote for the salary increases detailed above. The public officials responsible for it either did not read or understand the contract, or they did read it and ignored the potential financial impact.

⁵² These ranges only include those superior officers in their positions for the entire time period between January 2018 and July 2018.

Upon taking office, each city councilor swore an oath to “perform faithfully the duties of their . . . offices.”⁵³ Moreover, as elected representatives, the mayor and councilors are “‘substitutes and agents’ of the people who [should] act only in their interest.”⁵⁴ Under Article V of the Massachusetts Declaration of Rights, all governmental officials in the Commonwealth, as agents of the people, should “work with an eye single to the interest” of the public.⁵⁵ At the very least, the mayor and councilors owe fiduciary duties of care and due diligence. The elected representatives responsible for the negotiation, execution and approval of the Superiors’ Contract breached their duty to the public by failing to exercise due diligence in understanding the contract they approved and voted upon.

Then-Mayor Zanni negotiated the terms of the Superiors’ Contract with the superiors’ union representatives multiple times during the summer of 2017. Then-Mayor Zanni ultimately executed the contract on behalf of the City on August 31, 2017. He had at his disposal an experienced city auditor to provide an assessment of the impacts on the budget.

The City Council is required to receive the contract 10 days prior to its vote. There is no evidence to suggest that any of them asked any questions or sought any financial analysis. Additionally, the Council voted on the contract without any presentation from then-Mayor Zanni, the city auditor or anyone else. Then-Mayor Zanni and the former councilors (some of whom are current councilors) breached their duties to the public by not understanding the terms of the contract, or by understanding the terms of the contract and recommending and voting for it anyway.

Conclusion

The OIG recommends that the City Council seek to rescind the Superiors’ Contract and the MOU. The City Council should request a determination from the State Ethics Commission concerning the Council’s use of the Rule of Necessity. The Mayor and the City Council should also consult with legal counsel to determine (1) whether the City’s violations of its City Charter, a City Ordinance and City Resolution #4720 impact the enforceability of the Superiors’ Contract; and (2) whether the City’s failure to comply with Section 4 of Chapter 40 of the General Laws and the City Charter render the MOU invalid.

⁵³ M.G.L. c. 43, § 69.

⁵⁴ *1A Auto, Inc. v. Dir. of Office of Campaign & Political Fin.*, 480 Mass. 423, 444 (2018) (Budd, J. concurring). See also Art. V of the Massachusetts Declaration of Rights (“all power residing originally in the people, and being derived from them, the several magistrates and officers of government, vested with authority, whether legislative, executive, or judicial, are their substitutes and agents, and are at all times accountable to them”).

⁵⁵ See *1A Auto, Inc.*, *supra* note 54 at 444-45 (quoting *McKinley v. Williams*, 74 F. 94, 95 (8th Cir. 1896)). See also *Prof'l Servs. Grp. v. Town of Rockland*, 515 F. Supp.2d 179, 192 (D. Mass. 2007) (“A public official of a municipality acts as a trustee for the citizens and the town . . .”).

James Jajuga, Mayor
City Council
February 1, 2019
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This Office appreciates the cooperation of the City of Methuen, its employees and residents.

Sincerely,

A handwritten signature in blue ink that reads "Glenn A. Cunha". The signature is fluid and cursive, with a long horizontal stroke at the end.

Glenn A. Cunha
Inspector General

cc: David A. Wilson, Executive Director, Massachusetts State Ethics Commission
Sean Cronin, Senior Deputy Commissioner of Local Services
Richard D'Agostino, Methuen City Solicitor

APPENDIX 2: GLOSSARY OF FREQUENTLY USED CONTRACT TERMS

Base Pay: The initial salary paid to an officer not including any extras, such as allowances, stipends, incentives, benefits or overtime.

Compensatory Time: Time off with pay in lieu of overtime pay for irregular or occasional overtime work.

Cost-of-living Adjustment: A percentage increase added to an employee's base pay to account for increases in the cost of living (*i.e.*, inflation). It is frequently called a "COLA."

Educational Incentive or Education Incentive: An annual, lump-sum payment for earning an advanced degree in certain subject matters, such as criminal justice. As the level of degree increases, the amount of the lump-sum payment also increases.

Hazard/Hazardous Duty Pay: Additional pay for performing work under circumstances in which an accident could result in serious injury or death, or that causes an extreme physical discomfort or distress not alleviated by protective or mechanical devices.

Holiday Compensation: The hourly rate for working on a holiday, typically calculated at one-and-a-half times the officer's regular hourly rate.

Longevity Pay: Additional compensation provided for each year of service as a police officer. It is a percentage of base pay. It is sometimes called a career incentive.

Protective Vest Stipend: Defined in Article XXIX, Section 27, of the Superiors' Contract, titled Protective Vest/Hazardous Duty/Technology Compensation, it is payment for wearing a protective vest, working a hazardous duty, being trained to use Narcan, and carrying Narcan. In previous contracts with the Methuen police unions, this stipend was referred to as the hazardous duty stipend.

Quinn Bill Pay: An annual payment for earning an advanced degree in certain subject matters, such as criminal justice. As the level of degree increases, the amount of the payment also increases. It is derived from the Quinn Bill (M.G.L. c. 41, § 108L) enacted in 1970. In Methuen, only officers hired before July 1, 2013 are eligible to receive the Quinn Bill Pay. It differs from an **educational incentive** in that it is calculated as a percentage (between 10% and 25%) of base pay. As the level of degree increases, the percentage also increases.

Rank Differential: Each rank is paid a certain percentage more than subordinate officers. It is typically calculated using subordinate officers' base pay. In the Superiors' Contract, it was to be calculated using subordinate officers' inflated base pay.

Ratification: A process by which union members vote to accept or reject the terms of a collective agreement that a public employer and a union have negotiated.

Salary Schedule: A salary schedule is a table that shows the salary range each rank of officer can receive. Typically, the top rows list the different ranks with variations of experience. The descending columns show the salary levels.

Shift Differential: Additional compensation for working a night shift. The shift differential is a percentage of an officer's base pay.

Specialty Position: A position within the police department that requires specialized training and experience. It includes the canine, narcotic, traffic, and school resource officers as well as detectives.

Stipends: A payment meant to reimburse officers for certain expenses related to the job (*e.g.*, uniforms, cleaning of uniforms).

Total Compensation: The sum of an officer's base pay and any stipend, allowances and incentives. Stipends, allowances and incentives can include uniform allowances, rank differential, shift differential, cost-of-living adjustments, longevity pay, educational incentives and holiday compensation.

Uniform Allowances: This refers to two related allowances. First, the **uniform allowance** is a lump-sum payment for the purchase of new uniforms. Second, the **Uniform cleaning allowance** is a lump-sum payment for cleaning an officer's uniform.

APPENDIX 3: FINAL AGREEMENT BETWEEN THE CITY OF METHUEN
AND METHUEN POLICE SUPERIOR OFFICER'S ASSOCIATION, N.E.P.B.A.,
LOCAL 17, EFFECTIVE JULY 1, 2017 TO JUNE 30, 2020 (APPROVED
SEPTEMBER 18, 2017)

C-18-21

APPROVED

9-18-17
LM

AGREEMENT

BETWEEN

THE CITY OF METHUEN

AND

METHUEN POLICE SUPERIOR OFFICER'S ASSOCIATION
N.E.P.B.A
LOCAL 17

EFFECTIVE JULY 1ST, 2017

EXPIRING JUNE 30TH, 2020

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PREAMBLE

THIS AGREEMENT entered into pursuant to Chapter 1078 of the Acts of 1973, General Laws, Chapter I 50 E, by and between the City of Methuen (hereinafter referred to as the "City") and the Methuen Police Superior Officers Association, New England Police Benevolent Association, Local 17 (hereinafter referred to as the "Union") has, as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I-RECOGNITION

Section 1 The City hereby recognizes the Union as the exclusive representative and bargaining agent for all captains, lieutenants, sergeants, and temporary or acting captains, lieutenants, and sergeants excluding members of the intermittent and auxiliary police.

Section 2 Nothing contained in this Agreement shall be construed so as to require the City or employees to violate any applicable law.

Section 3 If any provision of this Article is invalid under the law of Massachusetts such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal recourse.

ARTICLE II- PAYROLL DEDUCTION OF UNION DUES

Section 1 The employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said union all such deductions taken from the 1st payroll period of each month and remit to the union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which applicable law prohibits. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the union to pay such dues in advance.

Section 2 The Union agrees to indemnify the City for damages or costs in complying with this Article. No Request to dismiss or suspend and employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General laws, Chapter

150E, Section 12 or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE III-PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1 Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said Agency service fee shall be deducted monthly.

Section 2 The Union agrees to indemnify the City for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE IV-MANAGEMENT RIGHTS

It shall be the function of the Police Chief to determine the mission of the Police Department of the City, set standards of services to be offered to the public, and exercise control over the Police Department's organization and operations. It shall be the right of the Police Chief to direct the employees, and take disciplinary action against any employee for cause. The Police Chief retains the right to determine methods and means and personnel by which the Police Department's operations are to be conducted so long as said means, methods and rules governing said personnel do not violate any provision of this Agreement.

This Article shall not be construed as to preclude any employee covered by this Agreement from grieving over any decision made by the City concerning wages, hours or conditions of employment where said decision violates any provisions of this Agreement.

ARTICLE V-NON-DISCRIMINATION

Section 1 In accordance with applicable law, the City and Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy, sexual orientation, gender identity or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee opportunities because of race, color, religion, sex, national origin, pregnancy,

sexual orientation, gender identity or age.

Section 2

The City and the Union agree that there will be no discrimination by the City or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Section 3

In accordance with Section 504 of the Rehabilitation Act of 1983 and 31 U.S.C. 6702 et seq., the City and Union agree to not unfairly discriminate against any handicapped person. Most specifically, the City and the Union agree that this contract is in no way, nor should be interpreted in any way, as having the effect of discriminating against any qualified handicapped person in terms of employment opportunity, salary or equal treatment, for the purposes of contractually benefits, including fringe benefits; nor is this contract to be interpreted in any way as having the effect of defeating or substantially impairing the accomplishments of the objectives of Section 504 as mentioned above.

Section 4

The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply to male and female employees.

ARTICLE VI- RIGHTS AND PRIVILEGES

All rights and benefits in existence on execution of this Agreement, except as may be altered or modified by the provisions hereof, shall continue in effect during the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by ordinance or by law to the extent permitted by General Laws, Chapter 150E.

ARTICLE VII- VACATION

Section 1

All officers shall be granted vacation leave as follows:

One-year permanent full-time employment: Ten (10) working days' vacation.

Five years' permanent full-time employment: Fifteen (15) working days' vacation.

Ten years' permanent full-time employment: Twenty (20) working days' vacation.

Fifteen years' permanent full-time employment: Twenty-five (25) working days' vacation.

Twenty years' permanent full-time employment: Thirty (30) working days' vacation.

For purposes of establishing the number of years of permanent full-time employment,

prior years of service to the city in a full time capacity in any department shall be added into the calculation. Further for all members who are serving as superior officers as of July 1, 2007 other non-Methuen full-time law enforcement service not counting military service shall be added into the calculation. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing within the department.

In those instances where it is necessary to implement vacation leaves by allowing days off in advance, the employee will make up such hours by arrangement with the Chief of the Department.

Section 2 Vacations shall be granted according to the seniority provisions of this Agreement.

The vacation dates shall be determined on or before May 1st of each year, in order to preserve seniority, and posted in the Police Station. In approving vacation schedules, the Chief will make every effort to allow a summer vacation for those employees desirous of same. Not more than one superior officer may be on vacation from each Patrol Platoon or a specialty division at the same time without the Chiefs approval.

Section 3 In order to promote the health and safety of the employees, at least one week of vacation must be taken per fiscal year, any vacation hours earned or accrued for the present fiscal year or for any previous or subsequent years may be sold back to the City at the option of the Chief for the full rate of pay for the position and step regularly held as of the date of said buy-back; and provided further that hereinafter, vacation carry forward of up to two weeks may be permitted in the discretion of the Mayor and upon the recommendation of the Chief of Police. Notwithstanding the foregoing, the Chief or his designee retains the right to approve or disapprove the use of single vacation days in excess of five requested during the course of the year.

Section 4 Notwithstanding the above, an officer shall not be entitled to accrue any vacation leave during the time that he is on injured line of duty leave under Chapter 41, Section III F, M.G.L. As used herein the term "day" shall mean eight hours.

For the purposes of computing the same, an officer shall not be entitled to the accrual of one vacation day for every thirty consecutive days that he shall be on injured line of duty leave; but shall be entitled to an accrual for all periods less than thirty days in a cycle.

The loss of accrual shall be broken down as follows: For individuals entitled to two or three weeks' vacation, a loss of one accrual day of vacation; for individuals entitled to four or five weeks' vacation, the loss of two accrual days of vacation.

The thirty day cycle, in example, is expressed as follows: thirty consecutive days on I.L.D., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; forty-five consecutive days on I.L.D., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; sixty consecutive days on LL.D., loss of accrual time equal to two days for a two or three week vacation entitlement, or, four days for a four or five week vacation entitlement; etc.

Any individual who is out on injured line of duty leave shall no longer accrue vacation leave in accordance with this section.

Section 5 Superior Officers reaching 20 years of service or more may elect for the City to buy back up to two weeks of earned vacation time, to include education incentive, such time being calculated into a supervisor's annual pay and is pensionable if accepted by P.E.R.A.C.

Section 6 Prior years of Full time permanent sworn police officer service, regardless of the agency, or prior correctional officer service or United States military service who have attended and completed a Massachusetts Criminal Justice accepted academy, up to the maximum of ten years shall be computed in calculating the number of vacation days granted to the officer. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing on the Methuen Police Department.

Section 7 Vacation carry forward of up to two weeks may be permitted at the discretion of the Mayor and upon the recommendation of the Chief of Police.

ARTICLE VIII- RULES AND REGULATIONS

The rules and regulations of the Police Department of the City of Methuen are hereby recognized by the City of Methuen and by the Union as the basic rules by which the department shall operate. The Police Chief further agrees that if, at any time after the signing of this Agreement, he should change or modify or amend any of the rules heretofore in existence, and if, in the opinion of the Police Chief, said change affects the health and safety of any member of the Police Department of the City of Methuen, then the said Police Chief shall, prior to the implementation of said rule, give to the Union a seven (7) day notice, in writing, of the proposed change or amendment; if the Union thereafter feels aggrieved by this rule change and submits the matter to grievance procedure as set forth in this Agreement, then the Police chief hereby agrees that he shall stay the operation of the proposed rule change until such time as the grievance procedure is completed.

If the Police Chief, at any time after the signing of this Agreement, elects to change, modify or amend any of the rules and regulations of the Police Department of the City of Methuen, and, after promulgation of said change, the Union, in its opinion, feels that said change, modification or amendment affects the health and safety of any member of the Police

Department of the City of Methuen and shall, within ten (10) days thereafter, elect to submit the matter to grievance, then the Police Chief hereby agrees that he shall stay the operation of said change, modification or amendment of the rule so promulgated.

During the term of this Agreement, the Police Chief may attempt to revise and update the Department Rules and Regulations. Said revisions and updating shall be discussed with the President and two other members of the Union as established in Article XXVII of this Agreement.

The Chief of Police may further enact policies and procedures for the Department. The Police Chief shall provide a copy of said policy or procedure to the Union ten (10) days prior to implementation for their comment. However, nothing herein shall be interpreted as granting a right to the Union to grieve, arbitrate, or in any way interfere with the plenary authority of the Chief to promulgate, change, modify, suspend or revoke any policy or procedure.

ARTICLE IX-A-SENIORITY

Seniority shall be measured from date of full-time permanent Civil Service appointment, unless otherwise specified by this Agreement.

The date of promotion of the aforementioned ranks shall be the basis of computation of seniority and, in the case of officers being appointed on the same date, seniority shall be computed as provided in Article IX-B hereof.

Breaks in continuous service, for purposes of computing seniority, shall be in accordance with Civil Service law and rules.

The provisions of Article IX-A and IX-B pertaining to seniority shall be observed at all times whenever possible, so long as there is no interference with the best interest of the City and efficiency of the Police Department.

ARTICLE IX-B-SHIFTBIDDING

Section 1 Assignments to the various platoon shifts (I, II, III, and IV) shall be made for Lieutenants and Sergeants in accordance with this Article of the contract and shall be based, except as provided herein, according to seniority based upon Article IX- A hereof and also within rank. Shift bids shall be made on the basis of seniority in rank.

In the case where two or more officers have the same date of rank appointment, their order of seniority shall be determined by the order listed with Civil Service.

Section 2. Annual shift bids shall be accomplished in the following manner:

(a) The Chief of Police shall distribute/send to each member of the unit a bid form, in duplicate, whereby such member can list his preference for each shift. Said form shall be

distributed to each officer on or before October 15th of each year. The officer shall return the bid form no later than November 30th of each year to the Chief of Police. Any officer failing to return said bid form by said date shall be considered lowest in seniority for the purposes of this Article.

(b) The Chief of Police shall issue the assignments to shifts for the forthcoming year as provided herein based upon a seniority preference. Said list shall be posted in the departmental bulletin board on or before December 15th of each year. In addition, a copy of the list shall be given to the Union President. Said shift assignments shall become effective on the second Sunday in January of the succeeding year.

Section 3. Notwithstanding this Article, the Chief of Police retains full and complete authority as to the following areas:

(a) The Chief of Police retains authority to determine shift-manning levels and may change them when he feels the best interests of the department are served.

(b) The Chief of Police retains the right to veto a shift assignment as provided for in Section 4.

(c) The Chief of Police retains exclusive control over the appointment and removal of individuals as specialists.

The term "specialist", as used herein, shall mean the Commanders Bureaus and the Supervisor of such other specialties as may be designated by the Chief of Police.

(d) The Chief of Police retains exclusive control of assignment of superior officer's within each individual shift.

(e) The Chief of Police retains the right to transfer a superior officer from his shift, where necessary, for the good of the department; but the same shall not be done for harassment purposes. Further, a transfer under this provision may be arbitrated as provided for in this Article.

(f) Any shift opening after the second Sunday in January which occurs for any reason, including, but not limited to the Chief exercising his authority under Section 3(a), (c), (d), or (e) hereof shall follow the annual shift bid.

Section 4

The Chief of Police retains the right to veto a seniority shift bid

assignment of an individual if, in his opinion, the assignment of the officer to a particular shift would be detrimental to the department and such decision shall not be overturned by the arbitration panel, unless it is determined that it was based upon purely arbitrary and capricious reasons.

The Chief, upon executing a veto of the shift bid assignment, shall, on or before December 30th of the shift bid year, notify the officer of his reasons for exercising his veto and the shift that he is to be assigned to, in writing, and, a copy of the foregoing shall be simultaneously given to the Union President.

If the officer contests the shift bid veto of the Chief of Police, then he may file for an arbitration of said decision with the arbitration panel within seventy-two (72) hours of notice of such decision.

In the instance where a superior officer timely files an arbitration request, then the shift assignment contested, together with any resulting shift assignments, shall be stayed pending a determination of the arbitration panel as provided for in Section 5. Provided, however, that this section shall not be read to delete or impact the authority of the Chief as provided for in this contract, and, specifically, in the areas relating to shift bid and assignment as specified in Article IX-B thereof.

Section 5

There is hereby established a panel of arbitrators who shall hear matters pertaining to shift bid assignment vetoes. Said panel shall be composed of three (3) members, one of whom shall be chosen by the bargaining unit, one of whom shall be chosen by the Chief of Police, and the third member to be chosen by the other two arbitrators. Said panel shall have the authority to overturn the decision of the Chief if they find his action was based solely upon arbitrary and capricious reasons.

The members of the panel shall be chosen annually and shall serve for a period of one (1) year.

- (a) Hearings of the panel shall convene within seventy-two (72) hours of the filing of the arbitration petition.

The panel shall convene at a time and place convenient to the parties and shall grant each side the opportunity to address the panel. (Provided, however, that no briefs shall be submitted).

The panel shall render its decision, in writing, within seventy-two (72) hours of the hearing. Said decision shall be final and binding on the parties and not appealable to another forum.

- (b) The decision of the Chief shall remain effective, notwithstanding the filing of an arbitration petition, unless overturned by the panel.

- (c) The time limits as provided for herein, with the exception of

the filing of the arbitration petition, which shall be considered jurisdictional, are intended to provide time guides solely and shall not, if violated, render the arbitration decision invalid.

Section 6

In the event that the panel overturns the Chief of Police, then and in that instance, the officer shall, for the balance of the year, be returned to the shift he initially chose. In the event that the panel overturns the Chief of Police, then the remaining shift assignments shall be filled in accordance with Article IX-B, Section I.

Section 7

Nothing in this Article shall be construed as mitigating the Chief of Police's control and management prerogatives, unless specifically mentioned herein, and then, only to the extent mentioned. The right of shift bid and appeal are created and governed solely and exclusively herein and no other Article of this contract, be it general arbitration matters or grievance handling, shall be interpreted as a supplement to or replacement for this Article in the matter of shift assignments.

ARTICLE X- GRIEVANCE AND ARBITRATION

Section 1

Any dispute, grievance or difference which may arise between the parties during the term of this Agreement including the application, meaning or interpretation of, this Agreement, and which is not otherwise controlled by the laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the following procedure. This procedure, hereinafter called the grievance procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

Section 2

The procedure is as follows:

Step 1 The Union, through its President, or his designee, shall submit the grievance, in writing, to the Chief of Police within ten (10) days of the date of the events giving rise to the grievance. The grievance shall state the nature of the grievance. The chief shall answer the grievance within seven (7) days of its presentation and may arrange a meeting with representatives of the Union within that time period.

Step 2 Within seven (7) days of the Chief's answer or the date on which said answer is due, whichever first occurs, the grievance shall be submitted, in writing, to the Mayor. The Mayor may arrange to meet with representatives of the Union and shall answer the grievance within fourteen (14) days of its presentation.

Step 3 If the grievance remains unresolved, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) days of the Mayor's answer or date on which said answer is due, whichever first occurs.

Submission to arbitration shall be accomplished by filing a demand for arbitration with the American Arbitration Association, with a copy to the Mayor.

Section 3

The American Arbitration Association under its then existing rules of procedure shall conduct the arbitration. The cost of the arbitration hearing shall be borne equally by the City and the Union.

Section 4

Notwithstanding any contrary provisions of this Agreement, the following shall not be subject to the grievance/arbitration provisions of this Agreement: Any matter, which is subject to the exclusive authority or control of the Chief under the General laws.

Section 5

The decision of the arbitrator shall be final and binding on the parties, except that the arbitrator shall make no decision, which alters, amends, adds to or detracts from this Agreement.

Section 6

A grievance involving the suspension, dismissal, removal or termination of an employee under Civil Service law and rules, may, in any instance, be subject to binding arbitration under mutual agreement of the parties and the election of the employee involved, in accordance with the provisions of Section 8 of the General laws, Chapter 150E. In any such proceeding, either under Civil Service law and rules or under the grievance and arbitration procedure, the Union reserves the right to represent employees covered by this Agreement.

ARTICLE XI- EXTRA PAID DETAILS

Section 1

Paid detail assignments shall be made by the Chief or his designee, and no employee shall accept any such assignment unless the Chief or his designee makes it. Such assignments shall be offered to permanent full-time Officers first, then temporary full-time officers, retired police officers, reserves, intermittent officers, and finally outside mutual aid, in that descending order.

In order to insure an equitable distribution of extra paid details, the Chief or his designee shall post all such details and a record kept of all details accepted or refused. A detail refusal shall be treated as an acceptance and the number of hours credited against the refusing employee's name. Detail records shall be available for inspection on request of a Union representative at reasonable times and in the presence of the officer in charge.

No detail shall be assigned until the person or organization requesting services has agreed to pay the following hourly rates:

For each member of the Union, the hourly rate shall be set as follows:

- A. As of the execution of this agreement the extra paid detail rate shall; for City details be 120% of the patrolman's extra paid detail rate and for all other details be equivalent to the then current rank differential between police officers and sergeants when the superior officer is assigned to command a detail. The detail shall be payable at a minimum of four hour increments when the superior officer is assigned to command a detail, excepting for City details where it shall be payable at a minimum of four (4) hour increments, to a maximum total of eight (8) hours, and thereafter, the wage shall be earned on an hour-by-hour basis.
- B. As of the execution of this contract, when a superior officer is not commanding a detail, the extra paid detail rate, except as otherwise provided herein, shall be that rate set for police officers of the Methuen Police Patrolman's' Association, payable at a minimum of four (4) hour increments, to a maximum total of eight (8) hours, and, thereafter, extra paid detail wages are to be earned on an hour by hour basis for City details. For all other jobs the same shall be payable at a minimum of four (4) hour increments unless other arrangements are made with the person or organization and approved by the Union. Notwithstanding the foregoing, if the extra paid detail involves working between 12:00 midnight and 6:00 a.m. or any day or any time on Sunday or a holiday, the rate of pay shall be two times the extra paid detail rate.
- C. Notwithstanding the above, the hourly rate payable to a superior officer shall be, in the case of a labor strike, as follows: double times the maximum patrolmen's extra paid detail rate, payable at a minimum of four hour increments, except in the case where the superior officer is in charge of a detail, in which instance, the rate payable shall be equivalent to the current rank differential between patrolman and sergeant times the maximum patrolmen's extra paid detail rate for a labor strike, payable in four hour increments.
- D. Notwithstanding the foregoing, if the labor strike involves working between 12:00 midnight and 6:00 A.M., on any day, or anytime on a Sunday or Holiday, the rate of pay shall be two and one half times the extra paid detail rate contained in this sub-section.

The City agrees not to use or allow the use of flag men and they further agree that Methuen Police Officers shall be assigned to any activity including but not limited to construction, utility work or road openings that may impede traffic or pedestrians or in the

view of the Chief of Police are a danger to public safety, for what would be considered extra detail jobs.

Section 2. Assignments of superior officers to command extra paid details shall be made as follows:

- A. Whenever a detail of four or more patrolmen is established for one particular detail, then a superior officer shall be assigned to command that detail.
- B. Details of less than four patrolmen may be commanded by a superior officer at the discretion of the Chief of Police or his designee.

Section 3. The revolving account, as established in the F.Y. 86-88 contract, shall remain in full force and effect.

ARTICLE XII-HOLIDAYS

All superior officers shall be paid for the following thirteen (13) holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Police Memorial Day	Christmas Day
Independence Day	

Employees must work their scheduled tour preceding and following the holiday in order to receive the holiday pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation, authorized injured in the line of duty leave, authorized bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen police Department medical certificate, such certificate to be paid for by the employee), and an authorized emergency day leave.

All holidays falling between July 1st and December 1st shall be paid on the second payday of November each year. All holidays falling between December 2nd and June 30th shall be paid on the last payday of June.

Effective July 1, 2018: Said holidays, including education incentive/Quinn Bill on holidays, will be computed and the amount of the 13 holidays will be divided by the number of weeks in the fiscal year and this amount will be added to the base pay of the individual ranks and shall for all purposes be considered base pay including determination of total compensation under article 24. Employees must work their scheduled tour preceding and following the holiday in order to receive that holiday's pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation,

authorized injured in the line of duty leave, authorized bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen police Department medical certificate, such certificate to be paid for by the employee), and an authorized emergency day leave. Any sick days that are determined unauthorized that are used preceding or following the holiday, shall be deducted from this calculation for the following fiscal year.

Upon execution of this agreement, individuals actually working on a holiday shall be paid at the rate of time and one-half.

**ARTICLE XIII- MAINTENANCE OF RECORDS OVERTIME, SICK LEAVE,
AND COURT TIME**

The Chief of Police or his designee shall maintain a complete record of all overtime, sick leave, and court time. These records shall be available for inspection at reasonable times upon request of a proper representative of the Union, after a reasonable notice has been given and in the presence of the officer-in-charge.

Up-to-date records of accumulated sick leave, compensatory time, contractual time, and vacation leave shall be available to each Union member through a computer program. Should this program be unavailable, the Commander of Administrative Services, or his designee, shall furnish this information during his normal work hours.

ARTICLE XIV- WORKWEEK

Section 1. Tours of duty shall be established on the basis of a four (4) day on, two (2) day off schedule. There shall be four (4) Platoons within the field operations division:

- I. Platoon I, being a midnight shift;
2. Platoon II, being a day shift;
3. Platoon III, being an evening shift, and
4. Platoon IV, being a swing shift of two evening shifts followed by two day shifts.

Those employees on special assignment whose tours of duty differ from the four (4) regular shifts will receive their assignments and starting times from the Chief or his representative.

The regular work week for employees shall consist of not more than forty (40) hours; the workday shall not exceed eight (8) hours.

All employees shall receive one hundred twenty-one and one-third (121-1/3) days off annually and no less than two (2) consecutive days off weekly, in accordance with and characteristic of the four-and-two schedule, so-called.

Superior Officers working the administrative or five and two schedule will be compensated with twenty hours of contractual time every three months. The above mentioned three month periods will run from July 1st to Sept. 31st, October 1st to December 31st, January 1st to March 31st and April 1st to June 30th. Contractual time for any partial three month period will be prorated.

Section 2

Notwithstanding the above, the Chief of Police, or his designee, may assign a superior officer to in service training. Officers so assigned, who are on the four-and-two schedule, shall receive days off as follows: the Sunday before and the Saturday after shall be his days off for that week. In addition to the foregoing, where the school assignment involved is in-service training, then there shall be an additional eight (8) hours of contractual time and eight (8) hours overtime.

Section 3.

In the instance where a superior officer attends a specialized school of at least three (3) days or more or course of study or similar program at the direction of the Chief of Police, then, and for the purposes of associated time related to each attendance, discounting normal weekly pay, but including all other items such as travel time and study time, the City shall compensate said officer at a rate of eight (8) hours overtime per week and sixteen (16) hours contractual time per week of attendance.

Effective July 1, 2018, the City shall compensate said officer at a rate of twelve (12) hours overtime per week and sixteen (16) hours contractual time per week of attendance.

ARTICLE XV- OVERTIME

Section 1

Any work performed in excess of the regularly scheduled hours of duty shall be compensated at the member's rate of time and one half.

Section 2

It is understood and agreed between the parties that recall shall be paid on the basis of a minimum of four (4) hours.

Effective July 1, 2018: It is understood and agreed between the parties that recall shall be paid on the basis of a minimum of five (5) hours.

ARTICLE XVI- COURT TIME

Any off-duty superior officer shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the regular hourly rate of pay for his appearance in the District or Superior Court criminal sessions. Any superior officer working full-time shall receive a minimum of four (4) hours pay at one and one-half (1.5) times the regular hourly rate of pay for his/her appearance in the district or superior court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department. If the required court appearance is in the Salem or Newburyport Superior Court, criminal session, the superior officer shall receive a minimum of four (4) hours pay at one and one half (1.5) the regular hourly rate.

Effective July 1, 2018: Any off-duty superior officer shall receive a minimum of five (5) hours pay at one and one-half (1-1/2) times the regular hourly rate of pay for his appearance in the District or Superior Court criminal sessions. Any off-duty police superior officer shall receive a minimum of five (5) hours pay at one and one-half (1.5) times the regular hourly rate of pay for his/her appearance in the district or superior court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department. If the required court appearance is in the Salem or Newburyport Superior Court, criminal session, the superior officer shall receive a minimum of five (5) hours pay at one and one half (1.5) the regular hourly rate.

In lieu of payment, court time may be accumulated and taken in time off at the request of the superior officer, subject to the approval of the Chief of Police. Said compensatory time shall be earned at the rate of one and one-half (1-1/2) hours for each hour of court time so worked.

Superior officers shall be provided twelve (12) hours' notice of cancellation or postponement of a scheduled court appearance. Where the City has received such 12 hour notice and fails to provide same to the officer scheduled in court, said officer shall receive four (4) hours pay at time and one-half rate. Effective July 1, 2018, said officer shall receive five (5) hours pay at time and one-half rate.

Notwithstanding the above or any other contractual agreements, the total compensatory time hourly cap shall be established at forty hours. Thereafter, all compensatory time shall automatically be paid at one and one-half times the hourly rate. Those individuals presently over forty hours in compensatory time shall be frozen at their present amounts and required to take time and one-half until the same is reduced below the level of forty hours.

ARTICLE XVI-A- SCHOOL SERVICE OFFICERS COMPENSATORY TIME

The parties recognize that the unique situation of the school service officers severely

restricts their ability to utilize compensatory time during the school year. This article is therefore written to address this matter. School Service Officers compensatory time cap during the school year shall be one hundred hours. The school service officers shall be expected to utilize these hours during the school vacation periods to the extent that such usage is approved by the Chief or his designee. The school service officers shall utilize their time such that they do not exceed the forty-hour cap as of September first in any given year.

ARTICLE XVII-UNIFORMS

Section 1 Members covered by this agreement shall receive an annual clothing/uniform allowance of \$900.00. Effective July 1, 2018, Members shall receive an annual clothing/uniform allowance of \$1000.00. Effective July 1, 2019, Members shall receive an annual clothing allowance of \$1,200.00.

Section 2 \$900.00 shall be paid to employees covered by this Agreement in each fiscal year to defer the cost of cleaning clothing required in the performance of their duties. Said allowance shall be incorporated into the sergeant's base pay and be considered base pay for all purposes. Effective July 1, 2018, members shall be paid \$1,000.00 in each fiscal year to be incorporated into the sergeant's base pay and be considered base pay for all purposes including determination of total compensation under article 24. Effective July 1, 2019, members shall be paid \$1,200.00 in each fiscal year, to be incorporated into the sergeant's base pay and be considered base pay for all purposes including determination of total compensation under article 24. Each employee shall be responsible for keeping his duty clothes in clean condition.

Section 3 Effective July 1, 2018, any superior officer serving in a specialty unit will receive annually an additional \$600 clothing allowance.

ARTICLE XVIII-BEREAVEMENT LEAVE

All superior officers shall be granted leave without loss of pay in the event of a death in the immediate family. Such leave shall be five (5) days, commencing with the day after death. For the purpose of this Article, the term "immediate family" shall mean and include the following: mother, father, sister, brother, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and stepchildren.

In addition to the above, a superior officer shall be allowed two (2) days off to attend the funeral of an aunt, uncle, first cousin, or grandparent-in-law, niece, nephew and the aforementioned relations as they are step-relations.

An additional two (2) days, up to a maximum of six (6) days, may be allowed at the discretion of the Chief where additional time is needed for travel purposes.

Members who are listed in the department records, as on bereavement leave shall not, during that day or any part thereof, work any overtime or extra paid detail assignment.

ARTICLE XIX- SICK LEAVE

Section 1

All superior officers will be granted fifteen (15) eight-hour days or 120 hours sick leave per year, and shall be allowed to accumulate a total of two hundred and sixty-five (265) eight hour days or 2,120 hours. Up to five days or 40 hours per year of that time may be used for the care of an immediate family member, which term is defined as a spouse, domestic partner, children, step-children, mother, father, mother-in-law, father-in-law, sister, brother, custodial grandchild or any other minor residing in the home of a superior officer but not in-laws otherwise.

In addition to the foregoing, and specifically relating to those members who would in any one year exceed the 265 day (2,120 hour) cap on accumulation of sick days, the municipality will pay annually, as of June 30th of each fiscal year, to that individual, an amount equal to one hundred Dollars (\$100.00) per eight-hour day for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

Section 2

A superior officer shall furnish a Methuen Police Department Disability certificate to the Chief of Police if he has been on sick leave for more than three (3) consecutive days/(24 hours), the certificate to be furnished to the Chief of Police prior to the return of the officer to duty.

Section 3

An employee who submits written notice of retirement to the Chief by April 15 of the fiscal year prior to the year which he/she intends to retire shall be paid for 35% of his/her accumulated sick leave. In the event of the employee's death, said payment shall be made to the employee's estate. It is further agreed that if the City offers an early retirement package or the employee, due to illness or injury, must retire prematurely, the notice period to collect sick buy back shall be waived. Beginning with the date hereof; an employee who Beginning with the date herof, an employee who submits said notice and elects not to retire shall no longer be eligible to receive 35% and shall receive 30% of his/her accumulated sick leave upon retirement. An employee who fails to give the required notice shall receive 30% of his/her accumulated sick leave upon retirement.

Any payments under this section shall not be considered compensation for purposes of computing an employee's retirement.

Section 4

An officer shall not be entitled to accrue sick leave during the time when he is on injured line of duty leave under Chapter 41, Section 111F. The term "day" as used in this article means eight hours.

The provisions of this section shall be applied as follows:

- (a) For every thirty consecutive days on injured line of duty status, the officer shall not accrue one sick day.
- (b) In addition for every one hundred twenty consecutive days on injured line of duty status, the officer shall not accrue one day of sick leave from the end-of-year entitlement.
- (c) Any period less than thirty consecutive days shall, however, not result in the loss of sick day accrual. (E.g., fifteen consecutive days on LL.D. -no loss of sick day accrual; thirty consecutive days on LL.D. - one sick leave accrual day lost; forty-five consecutive days on LL.D. -one sick leave accrual day lost; sixty consecutive days on LL.D. -two sick leave accrual days lost; etc.).

Section 5

An employee who is out sick regardless of providing a Disability Certificate shall not be eligible to work overtime or details for 48 hours after their return to duty, exclusive of authorized court time, mandatory overtime or the use of one of the five "family sick days. This provision shall become effective upon the completion of a departmental policy and procedure.

ARTICLE XX - MILITARY LEAVE

Military leave, which is required for the employees covered under this contract, shall be in accordance with the General Laws of the Commonwealth of Massachusetts and Section 6-16 of the Personnel Ordinance.

ARTICLE XXI -UNION BUSINESS LEAVE

A. All superior officers covered by this Agreement who are members of the Union's Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a contract provided said time is approved in advance by the Chief of the Department.

B. Not more than two (2) members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union, for the purpose of processing grievances, when such activity takes place at a time during which said members are scheduled to be on duty, subject to prior approval by the Chief of the Department.

C. Up to seven (7) days per year maximum shall be allowed as paid leave for purposes of the Union President or his designee to attend Union conventions, seminars, or conferences. Said leave must be requested of the Chief for his approval forty-eight (48) hours in advance of the dates for which leave is requested.

D. The Union's President shall be granted when necessary up to total maximum of four (4) hours' time per week during his normal shift to conduct business.

E. Two eligible union members shall be allowed a maximum of four days leave from duty with no loss of pay or benefits in order to attend the National Convention of the New England Police Benevolent Association and/or Massachusetts Police Association. Said leave must be requested of the Chief at least one week in advance of the dates for which leave is requested.

ARTICLE XXII -PERSONAL LEAVE

A personal leave for good reason, upon sufficient evidence presented and acceptable to the Chief or his designee shall be granted to superior officers up to thirty-two (32) hours in one year without being charged to vacation or other leave credit, so long as sufficient coverage is maintained on the tour of duty.

Personal leave, which is not taken during the fiscal year, shall be converted on a one-to-one basis to sick days.

ARTICLE XXIII-REPLACEMENT OF OFFICERS IN RANK

The City agrees, in principle, that there should be two (2) superior officers per shift at all times and that the Chief and the Mayor will annually attempt to increase monies available in the budget to provide for the same. This "in principal agreement", however, is based on the discretion of the Mayor and the City Council as to whether or not such funds shall be in fact appropriated.

During those shifts when a superior officer of the rank of Sergeant is working in the capacity of a Shift Lieutenant as the "OIC", the City shall compensate such Sergeant within the salary grade of a Police Lieutenant as outlined within Article XXIV - Compensation. Further, specialty unit supervisors will be compensated at the rate established for the next highest rank. This provision is intended to apply on a shift-by-shift basis. Any such superior officer who is injured while working in the capacity of the next highest rank shall be treated for all purposes as they were serving in their regular capacity. This compensation shall be for all purposes considered base pay.

ARTICLE XXIV-COMPENSATION

**The Superior Officers Ranks shall receive the following compensation,
The cost of living increases are as follows:**

July 1, 2017-zero percent increase

July 1, 2018-two percent increase

July 1, 2019-two percent increase

The preceding increases shall be implemented as follows:

- A. Base pay and added base pay calculations are to be calculated in the following order and manner to arrive at base pay for all purposes; Base pay, then add cleaning allowance, subtotal, then calculate and add Holiday compensation under Article XII, then add calculated Protective Vest/Hazardous Duty and Technology Compensation percentage, calculate Quinn Bill/Education Incentive.
- B. Sergeants shall receive a salary equivalent to 132% of the maximum patrolman's salary including all added base pay calculations.
Effective July 1, 2018, Sergeants shall receive a salary equivalent to 134% of the maximum patrolman's salary including all added base pay calculations.
Effective July 1, 2019 Sergeants shall receive a salary equivalent to 136% of the maximum patrolman's salary including all added base pay calculations.
Lieutenants shall receive a salary equivalent to 116% of the maximum Sergeant's salary including all added base pay calculations.
Effective July 1, 2018, Lieutenants shall receive a salary equivalent to 118% of the maximum Sergeant's salary including all added base pay calculations.
Effective July 1, 2019, Lieutenants shall receive a salary equivalent to 120% of the maximum Sergeant's salary including all added base pay calculations.
Captains shall receive a salary equivalent to 116% of the maximum Lieutenant's salary including all added base pay calculations.
Effective July 1, 2018, Captains shall receive a salary equivalent to 118% of the maximum Lieutenant's salary including all added base pay calculations.
Effective July 1, 2019, Captains shall receive a salary equivalent to 120% of the maximum Lieutenant's salary including all added base pay calculations.
- C. All Supervisors, upon completion of 7 years, within each supervisory grade, shall be deemed a "Master Supervisor" and compensated as follows:
Sergeants shall receive an additional salary equivalent to 133% of the maximum patrolman's salary including all added base pay calculations.
Lieutenants shall receive an additional salary equivalent to 118% of the maximum Sergeant's salary including all added base pay calculations.
Captains shall receive a salary equivalent to 117% of the maximum Lieutenant's salary including all added base pay calculations.

Effective July 1, 2018: All Supervisors, upon completion of 6 years of supervisor rank, plus one year in new rank upon further promotion, shall be deemed a "Master Supervisor" and compensated as follows:
Sergeants shall receive a salary equivalent to an additional 135% of the maximum patrolman's salary including all added base pay calculations.

Lieutenants shall receive a salary equivalent to 120% of the maximum Sergeant's salary including all added base pay calculations.

Captains shall receive a salary equivalent to 119 % of the maximum Lieutenant's salary including all added base pay calculations.

Effective July 1, 2019: All Supervisors, upon completion of 6 years of supervisor rank, plus one in new rank year upon further promotion, shall be deemed a "Master Supervisor" and compensated as follows:

Sergeants shall receive a salary equivalent to an additional 137% of the maximum patrolman's salary including all added base pay calculations.

Lieutenants shall receive a salary equivalent to 122% of the maximum Sergeant's salary including all added base pay calculations.

Captains shall receive a salary equivalent to 121 % of the maximum Lieutenant's salary including all added base pay calculations.

D. All officers promoted to the rank of Superior Officer subsequent to October 1, 1996, who have met the criteria for a Step V Police Officer, also known as Master Patrolman Step, not including the criteria under Article XXV, Paragraph C, Item 3a, of the I.B.P .0 contract, prior to appointment as a Superior officer, shall receive the above compensation.

E. All other Superior Officers appointed after October 1, 1996, who do not qualify under paragraph C, shall advance to the maximum Sergeant's salary, as delineated above, by any of the following methods:

1. Two years at a salary based upon 117% of the maximum patrolmen's salary;
2. One year at a salary based upon 117% of the maximum patrolman's salary and documentation of an Associate's Degree or a higher degree, or, of completion during the last twelve (12) months of two courses towards an Associates' Degree, with a minimum grade of C;
or;
3. One year at a salary based upon 117% of the maximum patrolman's salary and documentation of having completed during the previously twelve (12) month period a minimum of eight (8) hours of training offered by the Massachusetts Criminal Justice Training Council.

ARTICLE XXV- DIFFERENTIAL

Superior officers regularly assigned to work the night shifts, including the swing Schedule, shall be paid as follows:

Platoon 1 Supervisors shall receive an 11% shift differential; Platoon 3 Supervisors shall receive a 9.5% shift differential, Platoon 4 supervisors and supervisors who work a Monday thru Friday (5 day) work week consisting of non-regular shift hours shall receive a 9% shift differential. In addition the school services unit supervisor and the supervisor of the court services unit shall receive an 8% differential. Differentials shall computed on their base pay only, as totally expressed by the salary schedules set forth above, and, said differential shall not be treated as part of base pay for overtime purposes, or any other purposes. The Mayor may as he/she chooses add by side letter or executive order additional specialist positions to receive the 8% shift differential.

ARTICLE XXVI- CAREER INCENTIVE

Section 1 Employees covered by this Agreement shall receive an annual longevity benefit based upon the following formula: The annual longevity benefit will be equal to 2/10ths of 1% of the member's base pay, multiplied by the number of years of service.

Notwithstanding the above, the annual longevity benefit for members reaching twenty-five years' service, and thereafter, shall be computed at the rate of .375 of 1% of the member's base pay, multiplied by the number of years of service.

Section 2 Years of service under this Article shall be based upon an employee's anniversary date of employment as a full-time employee and shall include, for purposes of this article, full-time continuous service as a working reserve. Veteran's military time paid into the municipal retirement to be computed for years of credit toward longevity benefit. The longevity amounts specified in Section 1 shall be paid as a lump sum in the payroll week following the anniversary date of employment.

Section 3 Effective July 1, 2017 the City and Union agree that career incentive will be pro-rated upon retirement. The Union agrees that it will not pursue restitution of any pro-rated funds allegedly owed to any officers who retired before the date of this agreement.

ARTICLE XXVII- PRE-PAID LEGAL PLAN

The Employer agrees that it will contribute to the Methuen Police Superior Officers Association Group Legal Services Fund, an administered legal services trust fund for MPSCA members, in the following manner and amounts for each regular, seniority employee who completes his/her probationary period:

The benefit amount is \$.15/hour maximum and continuing for the remainder of this contract, less \$92.00/per employee/per year covered by this contract.

This contribution will be for all hours worked, or paid for, including vacation and holidays, up to a maximum of 40 hours per week. The benefits to be provided under this plan will be determined by the members of the MPSOA. This benefit may not be exercised to initiate action against the City, its agents, servants, or employees, nor shall such funds be used to advise or counsel employees as to matters against the City, its agents, servants or employees

The MPSOA will notify the City immediately upon determining the agency, agencies, individual or individuals that it employees to represent the MPSOA under the Legal Defense Fund.

ARTICLE XXVIII- CONSULTATION COMMITTEE

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement, all with the goal of providing the City of Methuen with the best, safest and most effective Police Department possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Union shall designate two (2) representatives, in addition to the President to meet with the Chief on a monthly basis at mutually convenient times to consult as provided herein. The Chief, at his discretion, may request two (2) management representatives to sit with him.

The Union agrees that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union will submit a written agenda of subjects about which it desires to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

By way of example, and not by way of limitation, said agenda subjects might include a discussion of alleged contract violations, the Chiefs revision of the Department rules and regulations, matters affecting the safety of employees, and/or other matters of professional interest.

The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

ARTICLE XXIX - MISCELLANEOUS

Section 1 **Civil Service**

Subject to the provisions of Article X, Section 6, the City and the Union agree to be governed by all applicable Civil Service laws, rules and regulations.

Section 2 **Health Insurance**

The Employer agrees to pay 62% of health insurance premium contributions during the term of this Agreement, while agreeing to maintain the same level of benefits during the term of this Agreement, the Employer reserves the right to obtain health insurance coverage with other than the present carrier.

Should the City, excepting for the Local 122, Federation of State, City and City Employees, pay another Union a sum greater than 62%, then, in that instance, the City will, upon request of the Union, negotiate over the percentage of premium payments.

Section 3 **Mileage Allowance**

All persons covered by the Agreement shall receive the current federal standard rate per mile for use of their personal motor vehicle on Department business.

Section 4

No monies shall be paid out under Section 3 of this Article or under any other provision of this Agreement unless and until an appropriation of funds has been made therefore.

In the event a majority vote of the appropriating authority is not had, the parties agree that none of the cost items negotiated for the fiscal year in question under the Agreement shall be implemented and the parties shall resume bargaining.

Section 5

Unless specifically expressed otherwise in this Agreement, all benefits contained herein that either did not exist prior to this Agreement or improve upon benefits in existence prior to this Agreement shall be retroactive only to the date of execution of this Agreement and in no event prior to that date.

Section 6

Drug Testing Policy

The Drug Testing Policy, as implemented in the July 1, 1986- June 30, 1988 Methuen Superior Officers Association contract, signed August 5, 1987, remains in full force and effect.

Section 7

Residency Requirement

Pursuant to Mass.Gen.Laws c. 150 E § 99, Superior Officers employed by the City of Methuen shall maintain residency.

anywhere within 15 miles of the furthest border of the City. Superior Officers employed by the City of Methuen may live either in the Commonwealth of Massachusetts or the State of New Hampshire, so long as their residence is within the 15 mile limit. This article applies to current active full-time Superior Officers and future full-time Superior Officers and will remain in full force and effect as part of the Collective Bargaining Agreement between the union and the City.

Section 8

Waiver of Firearm Permit Fee

Superior Officers and Retired Superior Officers shall receive a waiver of the firearm permit fee.

Section 9 Savings Clause

Should any provision of this Agreement be found unlawful, the remaining provisions shall remain in full force and effect.

Section 10 "Guidelines for the Hiring of Police Officers at Road Construction Sites"

The Chief of Police policy known as "Guidelines for the Hiring of Police Officers at Road Construction Sites" dated November 13, 1991 is incorporated as part of the contract, except that, on page 1, Section I, Paragraph B, the term "by a member of the Methuen Police Department with the rank of Sergeant or above" is deleted and replaced with the term "by the Chief of Police, or his designee".

Section 11 Performance Evaluation

As of the execution of this agreement; a committee shall be established, equally balanced between management and labor, to provide for a policy on performance evaluations. Said committee shall finalize its recommendation to the Chief on or before March 1, 2002. Both parties agree that, in no instance, shall either party utilize performance evaluation forms for disciplinary actions nor shall the forms be used to determine monetary compensation or promotions of a police officer.

Section 12 Supervisory Training School

Selected Superior Officers will be given a schedule for Supervisory Training School Sessions when published by the school or the Municipal Police Training Committee. The superior officer shall select any open session to attend within the upcoming school year.

Section 13 Light Duty

The Light Duty Policy negotiated between the City and the Union reproduced as Exhibit A, is incorporated into the parties agreement.

Section 14 Rules and Regulations

The amended Abuse of Sick Leave Policy Rule 13.11 remains in full force and effect.

Section 15 Police Memorial Day

Individuals actually working on Police Memorial Day shall be paid at the rate of time and one-half.

Section 16

The City agrees that when and if office space becomes available at the Quinn Building it will provide the union with a secure office to conduct union business and store union files, computer equipment, and any other equipment deemed necessary by the union. The City shall also provide when available an adequate area for the union to mount a locked bulletin board to be used for official union notices and postings.

Section 17 Meal Allowance

A meal allowance of twenty dollars (\$20.00) per day shall be paid to any officer attending full-day schools.

Section 18 AED Certification

Members of the union shall be certified in AED and shall additionally be re-certified and participate in quarterly training as necessary. There shall be no additional compensation associated with this requirement as compensation therefor is included in base pay.

Section 19 Educational Incentive

The following shall apply to any Superior Officer who became a member of the City of Methuen Police Force on or before July 1, 2013:

In the event that the provisions of M.G.L. c. 41, section 108L have been rescinded or for some reason no longer apply to the members of the bargaining unit, including but not limited to the Commonwealth's lack of funding or reimbursement, then bargaining unit members shall continue to receive, from the City, 100% of the total educational incentive payments (percentages) to which they are entitled on the day just prior to the section 108L rescission or non-applicability. Any bargaining unit member, who has not achieved or attained a level of educational incentive payment prior to the rescission of M.G.L. c. 41, section 108L, or its non-applicability for any reason to members of the bargaining unit, shall be entitled to the educational incentive payments (percentages) from the City upon achieving or attaining the levels stated in M.G.L. C. 41, section 108L on the day just prior to its rescission or non-applicability for any reason.

Any Superior Officer who became a member of the City of Methuen Police Force after July 1, 2013 shall receive the following educational stipends:

Associates degree:	\$2,000
Bachelor's degree:	\$4,000
Master's degree:	\$6,000

Those stipends will be paid exclusive of the provisions of M.G.L. c. 40 § 108L, which provisions shall not apply to Superior Officers who become members of the City of Methuen Police Force after July 1, 2013. Said stipend shall be paid during the first pay period in December of each fiscal year.

Section 20 **Pre-Paid Legal**

The MPSOA and the Mayor agree to review the Pre-Paid Legal language for the possible allocation of these funds to subsidize gap insurance for liability coverage.

Section 21 **Volunteerism**

Superior Officers can volunteer up to 8 hours per year without objection from the Union. If an officer wants to volunteer beyond the 8 hour cap, said request must be brought to the Union for consideration. Volunteer time may not be given in situations that would typically result in hiring a detail officer or hiring an officer on overtime. The Chief of Police and the Union shall mutually determine a list of events, instances or circumstances where volunteer time may be given.

Section 22 **Physical Fitness Standards Test**

Members of the Methuen Police Superior Officers Association may annually voluntarily participate in the Physical Fitness Standards Test. Upon completing and passing all the standards the MPSOA member shall receive the annual stipend of \$1,200.

Each year those members who wish to participate will submit a letter of participation to the office of the Chief of Policy between April 1 and April 15. The Chief or his/her designee shall post by April 30¹¹¹ the scheduled dates of attendance for each officer for the physical fitness standards testing. The testing shall take place between May 15¹¹¹ and May 29¹¹¹.

The Chief or his/her designee will cause to be created a list of those who have passed the standards test and will forward this list to the city auditor by May 30¹¹¹ for payment of this stipend in the next fiscal year. In the event an officer takes and does not pass the Standards Test, he/she shall be allowed one(1) retest upon request of the officer.

It is further agreed that said Fitness Standards Test shall not be used to determine fitness for duty.

Physical Fitness Standards Test

Officer: _____ Platoon/Unit: _____

Officer must meet or exceed the following standard to pass the MPD Physical Fitness Standard.

Males	Sit Ups in 1 minute	Run- 1 Mile	Push-ups in 1 minute
20-29	40	8:12	33
30-39	36	8:34	27
40-49	31	9:53	21
50-55	26	11:15	15
56-59	22	12:00	12
60-65	19	13:30	10
Females			
20-29	35	9:42	20
30-39	27	10:17	14
40-49	22	10:58	13
50-55	17	11:45	9
56-60	15	13:00	8
61-65	14	14:30	7

The Trigger Pull Event

This event consists of raising a handgun and squeezing the trigger six (6) times with each hand. The time limit is 7.1 seconds.

Certification

I hereby certify that on, __/__/__, Officer _____ successfully completed the MPD physical fitness standards for age group ____ by completing:

1. _____ Sit ups in one (1) minute,
2. Running ____ mile(s) in __: __ minutes,
3. Completing _____ push-ups in one (1) minute, and
4. Completing six (6) trigger pulls with each hand in 7.1 seconds.

Date: _____

Section 23 **Indemnification**

The City agrees that pursuant to and to the extent allowed by the provision of G.L. c. 258 § 9 it shall defend, save harmless and indemnify each superior officer against any tort, professional liability claim or demand arising out of an alleged act or omission occurring in the performance of the superior officer's duties. This Section shall not apply to any action brought by the City under G.L. c. 31 or any appeal therefrom.

Section 24 **Bi-Weekly Pay and Direct Deposit**

The City may, in its discretion, elect to pay employees bi-weekly and to require direct deposit payments.

Section 25 **Protective Vest/Hazardous Duty and Technology Compensation**

Union agrees to implement a Mandatory Wear Protective Vest policy, and to work with the Chief regarding said policy.

Effective July 1, 2018: union members shall receive 1% to be rolled into their base pay for hazardous duty compensation and the training and administration of technology. Said increase will be considered base pay for all purposes including determination of total compensation under article 24 .

Effective July 1, 2019: union members shall receive an additional 2% to be rolled into the base pay for hazardous duty compensation and the training and administration of technology. Said increase will be considered base pay for all purposes including determination of total compensation under article 24 .

Section 26 **GPS**

Union agrees to accept GPS and will work with the Chief of Police to implement a GPS policy.

Section 27 **Settlement Agreement between the City and Union**

In settlement of the grievance from December 18, 2014 as amended and incorporated here involving payment of education incentive, aka Quinn Bill, during buy back of officer time by the City of Methuen, the parties agree to adopt the following: Effective July 1, 2017

1. The City agrees that it will include the education incentive/Quinn Bill pay on all accrued time and all accumulated time shall be bought back by the City upon an officer's retirement.
2. The Union agrees that it will not pursue restitution of any Quinn Bill funds allegedly owed to any officers who retired before the date of this agreement.

ARTICLE XXX-STABILITY OF AGREEMENT

The parties to this Agreement may from time to time make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing in acceptable language, and appended to the body of this Agreement; provided, however, neither party shall be obligated to negotiate with the other during the term of this Agreement.

Failure of the City or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or of the Union, or of any such employees to the future performance of any such term or provision and the obligations of the Union and the City or such employee for such future performance shall continue in full force and effect.

ARTICLE XXXI-DURATION OF AGREEMENT

The duration of this contract shall be from July 1, 2017 to June 30, 2020. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee, for the purpose of discussing such amendment, modification, or termination. The provisions of this Contract shall remain in effect until the approval of a successor contract.

In witness whereof, the City of Methuen and the Methuen Police Superior Officers Association, New England Police Benevolent Association, Local 17 have caused this instrument to be signed by their authorized representatives this 31 day of August 2017.

City of Methuen

Methuen Police Superior Officers

New England Police Benevolent Association, Local 17

By: Stephen N. Zanni

Gregory J. Gallant
Gregory J. Gallant
President, Local 17

Mayor Stephen N. Zanni

APPENDIX 4: EMAIL FROM CHIEF SOLOMON, DATED JUNE 28, 2018,
ATTACHING A SPREADSHEET CALCULATING OFFICERS' PAY UNDER
THE SUPERIORS' CONTRACT

From: "Solomon, Joseph" <TOWN OF
METHUEN/METHUEN/RECIPIENTS/JSOLOMON>
Sent: 6/28/2018 9:31:26 PM -0400
To: "Kelly, Thomas J." <TJKelly@ci.methuen.ma.us>
CC: "Fahey, Paul" <PFahey@ci.methuen.ma.us>;
'jsolomon@cityofmethuen.net'
Subject: spreadsheet
Attachments: Superiors (JSolomon June 2018) 062818.xls

Tom,

Here you go. If you can believe it when I was done the spreadsheet crashed and I forgot to save it during my work. I redid it. My numbers are off about \$1.00 for each officer per my original sheet. Probably a rounding issue. I added a variance column and some calculations at the bottom for comparisons.

Joe

Chief Joseph E. Solomon
Methuen Police
[90 Hampshire St.](#)
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Captains	Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	Variance Kelly Solomon	City's Interpretation	Proposed Contract
<u>Gallant, Greg</u>	<u>Wages</u>	<u>w/New Stipends</u>					
Base Pay	\$ 107,505.00	\$ 120,560.96	\$ 127,850.50	\$ 154,150.00		\$ 127,850.50	\$ 287,719.00
add: Cleaning Allowance						\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 154,150.00		\$ 128,850.50	\$ 288,719.00
add: Holidays				\$ 7,707.48		\$ 6,442.53	\$ 14,435.95
add: Career Holidays @ 20%						\$ 1,288.51	\$ 2,887.19
Sub Total						\$ 136,581.53	\$ 306,042.14
add: Technology Compensation @ 1%						\$ 1,365.82	\$ 3,060.42
Sub Total				\$ 161,857.48		\$ 137,947.35	\$ 309,102.56
Calculate Quinn Bill Incentive				\$ 32,371.50		\$ 27,589.47	\$ 61,820.51
Total Base				\$ 194,228.98		\$ 165,536.81	\$ 370,923.07
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 20%	\$ 21,501.00	\$ 24,112.19	\$ 25,570.10				
Night Differential @ 9%	\$ 9,675.45	\$ 10,850.49	\$ 11,506.55	\$ 17,480.61		\$ 14,898.31	\$ 33,383.08
Holidays	\$ 5,375.25	\$ 6,028.05	\$ 6,392.53				
Career on Holidays @ 20%	\$ 1,075.05	\$ 1,205.61	\$ 1,278.51				
Protective Vest/Technology (1% of Base)		\$ 1,205.61	\$ 1,278.51				
Longevity (23/24 Years of Service)	\$ 4,945.23	\$ 5,786.93	\$ 6,136.82	\$ 9,322.97		\$ 7,945.77	\$ 17,804.31
	\$ 150,076.98	\$ 170,749.83	\$ 181,013.50	\$ 221,032.55	\$ 40,019.05	\$ 188,380.89	\$ 422,110.46
		\$ 20,672.85	\$ 30,936.52	\$ 70,955.57		\$ 38,303.91	\$ 272,033.48
		12.19%	20.61%	47.28%		25.52%	181.26%
Captains	Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon		City's Interpretation	Proposed Contract
<u>Haggar, Randy</u>	<u>Wages</u>	<u>w/New Stipends</u>					
Base Pay	\$ 108,424.00	\$ 118,018.71	\$ 127,850.50	\$ 154,150.00		\$ 127,850.50	\$ 287,719.00
add: Cleaning Allowance						\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 154,150.00		\$ 128,850.50	\$ 288,719.00
add: Holidays				\$ 7,707.48		\$ 6,442.53	\$ 14,435.95
add: Career Holidays @ 25%						\$ 1,610.63	\$ 3,608.99
Sub Total						\$ 136,903.66	\$ 306,763.94
add: Technology Compensation @ 1%						\$ 1,369.04	\$ 3,067.64
Sub Total				\$ 161,857.48		\$ 138,272.69	\$ 309,831.58
Calculate Quinn Bill Incentive				\$ 40,464.37		\$ 34,568.17	\$ 77,457.89
Total Base				\$ 202,321.85		\$ 172,840.87	\$ 387,289.47
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 25%	\$ 27,106.00	\$ 29,504.68	\$ 31,962.63				
Night Differential @ 9%	\$ 9,758.16	\$ 10,621.68	\$ 11,506.55	\$ 18,208.97		\$ 15,555.68	\$ 34,856.05
Holidays	\$ 5,421.20	\$ 5,900.94	\$ 6,392.53				
Career on Holidays @ 25%	\$ 1,355.30	\$ 1,475.23	\$ 1,598.13				
Protective Vest/Technology (1% of Base)		\$ 1,180.19	\$ 1,278.51				
Longevity (23/24 Years of Service)	\$ 4,987.50	\$ 5,664.90	\$ 6,136.82	\$ 9,711.43		\$ 8,296.36	\$ 18,589.89
	\$ 157,052.16	\$ 173,366.33	\$ 187,725.66	\$ 230,242.25	\$ 42,516.59	\$ 196,692.91	\$ 440,735.42
		\$ 16,314.16	\$ 30,673.49	\$ 73,190.08		\$ 39,640.74	\$ 283,683.25
		9.47%	19.53%	46.60%		25.24%	164.75%
Captains	Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon		City's Interpretation	Proposed Contract
<u>Mahoney, Kevin</u>	<u>Wages</u>	<u>w/New Stipends</u>					
Base Pay	\$ 107,505.00	\$ 118,018.71	\$ 127,850.50	\$ 154,150.00		\$ 127,850.50	\$ 287,719.00
add: Cleaning Allowance						\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 154,150.00		\$ 128,850.50	\$ 288,719.00
add: Holidays				\$ 7,707.48		\$ 6,442.53	\$ 14,435.95
add: Career Holidays @ 10%						\$ 644.25	\$ 1,443.60
Sub Total						\$ 135,937.28	\$ 304,598.55
add: Technology Compensation @ 1%						\$ 1,359.37	\$ 3,045.99
Sub Total				\$ 161,857.48		\$ 137,296.65	\$ 307,644.53
Calculate Quinn Bill Incentive				\$ 16,185.75		\$ 13,729.67	\$ 30,764.45
Total Base				\$ 178,043.23		\$ 151,026.32	\$ 338,408.98
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 10%	\$ 10,750.50	\$ 11,801.87	\$ 12,785.05				
Night Differential @ 9%	\$ 9,675.45	\$ 10,621.68	\$ 11,506.55	\$ 16,023.89		\$ 13,592.37	\$ 30,456.81
Holidays	\$ 5,375.25	\$ 5,900.94	\$ 6,392.53				
Career on Holidays @ 10%	\$ 537.53	\$ 590.09	\$ 639.25				
Protective Vest/Technology (1% of Base)		\$ 1,180.19	\$ 1,278.51				
Longevity (25/26 Years of Service)	\$ 10,078.59	\$ 11,506.82	\$ 12,465.42	\$ 17,359.17		\$ 14,725.07	\$ 32,994.88
	\$ 143,922.32	\$ 160,620.31	\$ 173,917.80	\$ 211,426.29	\$ 37,508.49	\$ 179,343.75	\$ 401,860.67
		\$ 16,697.99	\$ 29,995.48	\$ 67,503.97		\$ 35,421.43	\$ 257,938.35
		11.60%	20.84%	46.90%		24.61%	179.22%

Captains		Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's Interpretation	Proposed Contract
<u>Jaiuga, James</u>		Wages	w/New Stipends				
Base Pay		\$ 107,505.00	\$ 118,018.71	\$ 127,850.50	\$ 154,150.00	\$ 127,850.50	\$ 287,719.00
add: Cleaning Allowance						\$ 1,000.00	\$ 1,000.00
	Sub Total				\$ 154,150.00	\$ 128,850.50	\$ 288,719.00
add: Holidays					\$ 7,707.48	\$ 6,442.53	\$ 14,435.95
add: Career Holidays @ 25%						\$ 1,610.63	\$ 3,608.99
	Sub Total					\$ 136,903.66	\$ 306,763.94
add: Technology Compensation @ 1%						\$ 1,369.04	\$ 3,067.64
	Sub Total				\$ 161,857.48	\$ 138,272.69	\$ 309,831.58
Calculate Quinn Bill Incentive					\$ 40,464.37	\$ 34,568.17	\$ 77,457.89
	Total Base				\$ 202,321.85	\$ 172,840.87	\$ 387,289.47
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%		\$ 26,876.25	\$ 29,504.68	\$ 31,962.63			
Night Differential @ 9%		\$ 9,675.45	\$ 10,621.68	\$ 11,506.55	\$ 18,208.97	\$ 15,555.68	\$ 34,856.05
Holidays		\$ 5,375.25	\$ 5,900.94	\$ 6,392.53			
Career on Holidays @ 25%		\$ 1,343.81	\$ 1,475.23	\$ 1,598.13			
Protective Vest/Technology (1% of Base)		\$ 1,180.19	\$ 1,180.19	\$ 1,278.51			
Longevity (18/19 Years of Service)		\$ 3,870.18	\$ 4,484.71	\$ 4,858.32	\$ 7,688.21	\$ 6,567.95	\$ 14,717.00
		\$ 154,645.94	\$ 172,186.14	\$ 186,447.15	\$ 228,219.03	\$ 194,964.50	\$ 436,862.52
			\$ 17,540.20	\$ 31,801.21	\$ 73,573.08	\$ 40,318.55	\$ 282,216.58
			11.34%	20.56%	47.58%	26.07%	182.49%

Captains		Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's Interpretation	Proposed Contract
<u>McCarthy, Kristopher</u>		Wages	w/New Stipends				
Base Pay		\$ 108,424.00	\$ 118,018.71	\$ 127,850.50	\$ 154,150.00	\$ 127,850.50	\$ 287,719.00
add: Cleaning Allowance			\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
	Sub Total				\$ 154,150.00	\$ 128,850.50	\$ 288,719.00
add: Holidays					\$ 7,707.48	\$ 6,442.53	\$ 14,435.95
add: Career Holidays @ 25%						\$ 1,610.63	\$ 3,608.99
	Sub Total					\$ 136,903.66	\$ 306,763.94
add: Technology Compensation @ 1%						\$ 1,369.04	\$ 3,067.64
	Sub Total				\$ 161,857.48	\$ 138,272.69	\$ 309,831.58
Calculate Quinn Bill Incentive					\$ 40,464.37	\$ 34,568.17	\$ 77,457.89
	Total Base				\$ 202,321.85	\$ 172,840.87	\$ 387,289.47
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%		\$ 27,106.00	\$ 29,504.68	\$ 31,962.63			
Night Differential @ 9%		\$ 9,758.16	\$ 10,621.68	\$ 11,506.55	\$ 18,208.97	\$ 15,555.68	\$ 34,856.05
Holidays		\$ 5,421.20	\$ 5,900.94	\$ 6,392.53			
Career on Holidays @ 25%		\$ 1,355.30	\$ 1,475.23	\$ 1,598.13			
Protective Vest/Technology (1% of Base)		\$ 1,180.19	\$ 1,180.19	\$ 1,278.51			
Longevity (25/26 Years of Service)		\$ 10,164.75	\$ 11,064.25	\$ 11,985.98	\$ 19,726.33	\$ 16,851.98	\$ 37,760.72
		\$ 162,229.41	\$ 179,765.68	\$ 193,574.82	\$ 240,257.15	\$ 205,248.53	\$ 459,906.25
			\$ 17,536.27	\$ 31,345.41	\$ 78,027.74	\$ 43,019.12	\$ 297,676.84
			10.81%	19.32%	48.10%	26.52%	183.49%

Lieutenants		Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's Interpretation	Proposed Contract
<u>Aiello, Joseph</u>		Wages	w/New Stipends				
Base Pay		\$ 92,801.00	\$ 97,522.47	\$ 107,437.40	\$ 119,711.00	\$ 107,437.40	\$ 179,244.18
add: Cleaning Allowance			\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
	Sub Total				\$ 119,711.00	\$ 108,437.40	\$ 180,244.18
add: Holidays					\$ 5,985.54	\$ 5,421.87	\$ 9,012.21
add: Career Holidays @ 25%						\$ 1,355.47	\$ 2,253.05
	Sub Total					\$ 115,214.74	\$ 191,509.44
add: Technology Compensation @ 1%						\$ 1,152.15	\$ 1,915.09
	Sub Total				\$ 125,696.54	\$ 116,366.88	\$ 193,424.54
Calculate Quinn Bill Incentive					\$ 31,424.14	\$ 29,091.72	\$ 48,356.13
	Total Base				\$ 157,120.68	\$ 145,458.61	\$ 241,780.67
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%		\$ 23,200.25	\$ 24,380.62	\$ 26,859.35			
Night Differential @ 9%		\$ 8,352.09	\$ 8,777.02	\$ 9,669.37	\$ 14,140.86	\$ 13,091.27	\$ 21,760.26
Holidays		\$ 4,640.05	\$ 4,876.12	\$ 5,371.87			
Career on Holidays @ 25%		\$ 1,160.01	\$ 1,219.03	\$ 1,342.97			
Protective Vest/Technology (1% of Base)		\$ 975.22	\$ 975.22	\$ 1,074.37			
Longevity (23/24 Years of Service)		\$ 4,268.85	\$ 4,681.08	\$ 5,157.00	\$ 7,541.78	\$ 6,982.01	\$ 11,605.47
		\$ 134,422.25	\$ 143,431.57	\$ 157,912.32	\$ 178,803.32	\$ 165,531.89	\$ 275,146.40
			\$ 9,009.32	\$ 23,490.07	\$ 44,381.07	\$ 31,109.65	\$ 132,690.06
			6.32%	17.47%	33.02%	23.14%	93.14%

Lieutenants <u>Korn, Frank</u>	Current Wages	Currently Budgeted 2% w/New Stipends	Proposed		City's Interpretation	Proposed Contract
Base Pay	\$ -	\$ -			\$ -	\$ -
add: Cleaning Allowance					\$ -	\$ -
Sub Total					\$ -	\$ -
add: Holidays					\$ -	\$ -
add: Career Holidays @ 25%					\$ -	\$ -
Sub Total					\$ -	\$ -
add: Technology Compensation @ 1%					\$ -	\$ -
Sub Total					\$ -	\$ -
Calculate Quinn Bill Incentive					\$ -	\$ -
Total Base					\$ -	\$ -
Quinn Bill Incentive @ 25%	\$ -	\$ -			\$ -	\$ -
Night Differential @ 9%	\$ -	\$ -			\$ -	\$ -
Holidays	\$ -	\$ -			\$ -	\$ -
Career on Holidays @ 25%	\$ -	\$ -			\$ -	\$ -
Protective Vest/Technology (1% of Base)	\$ -	\$ -			\$ -	\$ -
Longevity (32/33 Years of Service)	\$ -	\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		#DIV/0!			#DIV/0!	#DIV/0!

Lieutenants <u>Martin, Kevin</u>	Current Wages	Currently Budgeted 2% w/New Stipends	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's Interpretation	Proposed Contract
Base Pay	\$ 94,386.00	\$ 99,175.39	\$ 107,437.40	\$ 119,711.00	\$ 107,437.40	\$ 179,244.18
add: Cleaning Allowance		\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 119,711.00	\$ 108,437.40	\$ 180,244.18
add: Holidays				\$ 5,985.54	\$ 5,421.87	\$ 9,012.21
add: Career Holidays @ 25%					\$ 1,355.47	\$ 2,253.05
Sub Total					\$ 115,214.74	\$ 191,509.44
add: Technology Compensation @ 1%					\$ 1,152.15	\$ 1,915.09
Sub Total				\$ 125,696.54	\$ 116,366.88	\$ 193,424.54
Calculate Quinn Bill Incentive				\$ 31,424.14	\$ 29,091.72	\$ 48,356.13
Total Base				\$ 157,120.68	\$ 145,458.61	\$ 241,780.67
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%	\$ 23,596.50	\$ 24,793.85	\$ 26,859.35			
Night Differential @ 0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holidays	\$ 4,719.30	\$ 4,958.77	\$ 5,371.87			
Career on Holidays @ 25%	\$ 1,179.83	\$ 1,239.69	\$ 1,342.97			
Protective Vest/Technology (1% of Base)	\$ -	\$ 991.75	\$ 1,074.37			
Longevity (30/31 Years of Service)	\$ 10,618.43	\$ 11,529.14	\$ 12,489.60	\$ 18,265.24	\$ 16,909.56	\$ 28,107.00
	\$ 134,500.05	\$ 144,688.59	\$ 155,575.56	\$ 175,385.92	\$ 162,368.17	\$ 269,887.67
		\$ 10,188.54	\$ 21,075.51	\$ 40,885.86	\$ 27,868.12	\$ 127,190.83
		7.14%	15.67%	30.40%	20.72%	89.13%

Lieutenants <u>Max, Christian</u>	Current Wages	Currently Budgeted 2% w/New Stipends	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's Interpretation	Proposed Contract
Base Pay	\$ 92,801.00	\$ 99,175.39	\$ 107,437.40	\$ 119,711.00	\$ 107,437.40	\$ 179,244.18
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 119,711.00	\$ 108,437.40	\$ 180,244.18
add: Holidays				\$ 5,985.54	\$ 5,421.87	\$ 9,012.21
add: Career Holidays @ 25%					\$ 1,355.47	\$ 2,253.05
Sub Total					\$ 115,214.74	\$ 191,509.44
add: Technology Compensation @ 1%					\$ 1,152.15	\$ 1,915.09
Sub Total				\$ 125,696.54	\$ 116,366.88	\$ 193,424.54
Calculate Quinn Bill Incentive				\$ 31,424.14	\$ 29,091.72	\$ 48,356.13
Total Base				\$ 157,120.68	\$ 145,458.61	\$ 241,780.67
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%	\$ 23,200.25	\$ 24,793.85	\$ 26,859.35			
Night Differential @ 9.5%	\$ 8,816.10	\$ 9,421.66	\$ 10,206.55	\$ 14,926.46	\$ 13,818.57	\$ 22,969.16
Holidays	\$ 4,640.05	\$ 4,958.77	\$ 5,371.87			
Career on Holidays @ 25%	\$ 1,160.01	\$ 1,239.69	\$ 1,342.97			
Protective Vest/Technology (1% of Base)	\$ -	\$ 991.75	\$ 1,074.37			
Longevity (19/20 Years of Service)	\$ 3,526.44	\$ 3,768.66	\$ 4,082.62	\$ 6,284.81	\$ 5,818.34	\$ 9,671.23
	\$ 134,143.85	\$ 145,349.78	\$ 157,375.14	\$ 178,331.95	\$ 165,095.52	\$ 274,421.06
		\$ 11,205.93	\$ 23,231.29	\$ 44,188.10	\$ 30,951.67	\$ 130,063.03
		7.76%	17.32%	32.94%	23.07%	90.10%

Lieutenants	Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's Interpretation	Proposed Contract
<u>Pappalardo, Michael</u>	<u>Wages</u>	<u>w/New Stipends</u>				
Base Pay	\$ 94,386.00	\$ 99,175.39	\$ 107,437.40	\$ 119,711.00	\$ 107,437.40	\$ 179,244.18
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 119,711.00	\$ 108,437.40	\$ 180,244.18
add: Holidays				\$ 5,985.54	\$ 5,421.87	\$ 9,012.21
add: Career Holidays @ 25%					\$ 1,355.47	\$ 2,253.05
Sub Total					\$ 115,214.74	\$ 191,509.44
add: Technology Compensation @ 1%					\$ 1,152.15	\$ 1,915.09
Sub Total				\$ 125,696.54	\$ 116,366.88	\$ 193,424.54
Calculate Quinn Bill Incentive				\$ 31,424.14	\$ 29,091.72	\$ 48,356.13
Total Base				\$ 157,120.68	\$ 145,458.61	\$ 241,780.67
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%	\$ 23,596.50	\$ 24,793.85	\$ 26,859.35			
Night Differential @ 9%	\$ 8,494.74	\$ 8,925.79	\$ 9,669.37	\$ 14,140.86	\$ 13,091.27	\$ 21,760.26
Holidays	\$ 4,719.30	\$ 4,958.77	\$ 5,371.87			
Career on Holidays @ 25%	\$ 1,179.83	\$ 1,239.69	\$ 1,342.97			
Protective Vest/Technology (1% of Base)		\$ 991.75	\$ 1,074.37			
Longevity (28/29 Years of Service)	\$ 9,910.53	\$ 10,785.32	\$ 11,683.82	\$ 17,086.84	\$ 15,818.62	\$ 26,293.65
	\$ 142,286.90	\$ 151,870.56	\$ 164,439.14	\$ 188,348.38	\$ 174,368.50	\$ 289,834.58
		\$ 9,583.67	\$ 22,152.25	\$ 46,061.48	\$ 32,081.61	\$ 138,955.77
		6.35%	15.57%	32.37%	22.55%	92.10%
<u>Smith, Stephen</u>	<u>Wages</u>	<u>w/New Stipends</u>				
Base Pay	\$ 92,801.00	\$ 99,175.39	\$ 107,437.40	\$ 119,711.00	\$ 107,437.40	\$ 179,244.18
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 119,711.00	\$ 108,437.40	\$ 180,244.18
add: Holidays				\$ 5,985.54	\$ 5,421.87	\$ 9,012.21
add: Career Holidays @ 25%					\$ 1,355.47	\$ 2,253.05
Sub Total					\$ 115,214.74	\$ 191,509.44
add: Technology Compensation @ 1%					\$ 1,152.15	\$ 1,915.09
Sub Total				\$ 125,696.54	\$ 116,366.88	\$ 193,424.54
Calculate Quinn Bill Incentive				\$ 31,424.14	\$ 29,091.72	\$ 48,356.13
Total Base				\$ 157,120.68	\$ 145,458.61	\$ 241,780.67
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00			
Quinn Bill Incentive @ 25%	\$ 23,200.25	\$ 24,793.85	\$ 26,859.35			
Night Differential @ 11%	\$ 10,208.11	\$ 10,909.29	\$ 11,818.11	\$ 17,283.27	\$ 16,000.45	\$ 26,595.87
Holidays	\$ 4,640.05	\$ 4,958.77	\$ 5,371.87			
Career on Holidays @ 25%	\$ 1,160.01	\$ 1,239.69	\$ 1,342.97			
Protective Vest/Technology (1% of Base)		\$ 991.75	\$ 1,074.37			
Longevity (22/23 Years of Service)	\$ 4,083.24	\$ 4,562.07	\$ 4,942.12	\$ 7,227.54	\$ 6,691.10	\$ 11,121.91
	\$ 136,092.67	\$ 147,630.81	\$ 159,846.20	\$ 181,631.49	\$ 168,150.15	\$ 279,498.45
		\$ 11,538.15	\$ 23,753.53	\$ 45,538.82	\$ 32,057.48	\$ 132,859.39
		7.87%	17.45%	33.46%	23.56%	90.60%
<u>Valliere, Ronald</u>	<u>Wages</u>	<u>w/New Stipends</u>				
Base Pay	\$ 92,801.00	\$ 97,522.47	\$ 107,437.40	\$ 119,711.00	\$ 107,437.40	\$ 179,244.18
add: Cleaning Allowance		\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
Sub Total				\$ 119,711.00	\$ 108,437.40	\$ 180,244.18
add: Holidays				\$ 5,985.54	\$ 5,421.87	\$ 9,012.21
add: Career Holidays @ 25%					\$ -	\$ 1.00
Sub Total					\$ 113,859.27	\$ 189,257.39
add: Technology Compensation @ 1%					\$ 1,138.59	\$ 1,892.57
Sub Total				\$ 125,696.54	\$ 114,997.86	\$ 191,149.96
Calculate Quinn Bill Incentive					\$ -	\$ 1.00
Total Base				\$ 125,696.54	\$ 114,997.86	\$ 191,150.96
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00			
Night Differential @ 9%	\$ 8,352.09	\$ 8,777.02	\$ 9,669.37	\$ 11,312.69	\$ 10,349.81	\$ 17,203.59
Holidays	\$ 4,640.05	\$ 4,876.12	\$ 5,371.87			
Career on Holidays @ 0%	\$ -	\$ -	\$ -			
Protective Vest/Technology (1% of Base)		\$ 975.22	\$ 1,074.37			
Longevity (24/25 Years of Service)	\$ 4,454.45	\$ 9,142.73	\$ 10,072.26	\$ 11,784.02	\$ 10,781.05	\$ 17,920.40
	\$ 110,247.59	\$ 123,293.57	\$ 134,625.27	\$ 148,793.25	\$ 136,128.72	\$ 226,274.95
		\$ 13,045.98	\$ 24,377.68	\$ 38,545.66	\$ 25,881.13	\$ 104,956.61
		10.75%	22.11%	34.96%	23.48%	86.51%

Sergeants	Current	Currently Budgeted 2%		6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's	
		Wages	w/New Stipends			Interpretation	Contract
Deleon, Eric							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total				\$ 91,961.00	\$ 90,531.16	\$ 111,353.40	
add: Holidays				\$ 4,598.06	\$ 4,526.56	\$ 5,567.67	
add: Career Holidays @ 20%					\$ 905.31	\$ 1,113.53	
Sub Total					\$ 95,963.03	\$ 118,034.60	
add: Technology Compensation @ 1%					\$ 959.63	\$ 1,180.35	
Sub Total				\$ 96,559.06	\$ 96,922.66	\$ 119,214.95	
Calculate Quinn Bill Incentive				\$ 19,311.81	\$ 19,384.53	\$ 23,842.99	
Total Base			\$ 115,870.87	\$ 115,870.87	\$ 116,307.19	\$ 143,057.94	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 20%	\$ 16,025.00	\$ 16,529.23	\$ 17,912.23				
Night Differential @ 12%	\$ 9,615.00	\$ 9,917.54	\$ 10,747.34	\$ 13,904.50	\$ 13,956.86	\$ 17,166.95	
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 20%	\$ 801.25	\$ 826.46	\$ 895.61				
Protective Vest/Technology (1% of Base)	\$ -	\$ 826.46	\$ 895.61				
Longevity (18/19 Years of Service)	\$ 2,884.50	\$ 3,140.55	\$ 3,403.32	\$ 4,403.10	\$ 4,419.67	\$ 5,436.20	
	\$ 113,457.00	\$ 119,018.72	\$ 128,893.34	\$ 134,178.48	\$ 134,683.73	\$ 165,661.09	
		\$ 5,561.72	\$ 15,436.34	\$ 20,721.48	\$ 21,226.73	\$ 47,468.84	
		4.71%	13.61%	18.26%	18.71%	40.16%	
Ferreira, Eric							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total				\$ 91,961.00	\$ 90,531.16	\$ 111,353.40	
add: Holidays				\$ 4,598.06	\$ 4,526.56	\$ 5,567.67	
add: Career Holidays @ 25%					\$ 1,131.64	\$ 1,391.92	
Sub Total					\$ 96,189.36	\$ 118,312.99	
add: Technology Compensation @ 1%					\$ 961.89	\$ 1,183.13	
Sub Total				\$ 96,559.06	\$ 97,151.25	\$ 119,496.12	
Calculate Quinn Bill Incentive				\$ 24,139.77	\$ 24,287.81	\$ 29,874.03	
Total Base			\$ 120,698.83	\$ 120,698.83	\$ 121,439.06	\$ 149,370.15	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 25%	\$ 20,031.25	\$ 20,661.54	\$ 22,390.29				
Night Differential @ 11%	\$ 8,813.75	\$ 9,091.08	\$ 9,851.73	\$ 13,276.87	\$ 13,358.30	\$ 16,430.72	
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 25%	\$ 1,001.56	\$ 1,033.08	\$ 1,119.51				
Protective Vest/Technology (1% of Base)	\$ -	\$ 826.46	\$ 895.61				
Longevity (5/6 Years of Service)	\$ 801.25	\$ 991.75	\$ 1,074.73	\$ 1,448.39	\$ 1,457.27	\$ 1,792.44	
	\$ 114,779.06	\$ 120,382.38	\$ 130,371.10	\$ 135,424.09	\$ 136,254.63	\$ 167,593.30	
		\$ 5,603.32	\$ 15,592.03	\$ 20,645.02	\$ 21,475.57	\$ 48,037.39	
		4.69%	13.58%	17.99%	18.71%	40.18%	
Fleming, Walter							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total				\$ 91,961.00	\$ 90,531.16	\$ 111,353.40	
add: Holidays				\$ 4,598.06	\$ 4,526.56	\$ 5,567.67	
add: Career Holidays @ 0%					\$ -	\$ -	
Sub Total					\$ 95,057.72	\$ 116,921.07	
add: Technology Compensation @ 1%					\$ 950.58	\$ 1,169.21	
Sub Total				\$ 96,559.06	\$ 96,008.30	\$ 118,090.28	
Calculate Quinn Bill Incentive				\$ -	\$ -	\$ -	
Total Base			\$ 96,559.06	\$ 96,559.06	\$ 96,008.30	\$ 118,090.28	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 0%	\$ -	\$ -	\$ -				
Night Differential @ 9%	\$ 7,211.25	\$ 7,438.15	\$ 8,060.50	\$ 8,690.32	\$ 8,640.75	\$ 10,628.13	
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 0%	\$ -	\$ -	\$ -				
Protective Vest/Technology (1% of Base)	\$ -	\$ 826.46	\$ 895.61				
Longevity (26/27 Years of Service)	\$ 7,812.19	\$ 8,367.92	\$ 9,068.07	\$ 9,414.52	\$ 9,065.03	\$ 11,173.28	
	\$ 99,154.69	\$ 104,411.01	\$ 113,063.40	\$ 114,663.90	\$ 113,714.07	\$ 139,891.69	
		\$ 5,256.32	\$ 13,908.71	\$ 15,509.21	\$ 14,559.38	\$ 36,307.14	
		5.07%	14.03%	15.64%	14.68%	35.05%	

Sergeants	Current	Currently Budgeted 2%		6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's	
		Wages	w/New Stipends			Interpretation	Contract
Lavigne, Donald							
Base Pay	\$ 80,725.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total					\$ 91,961.00	\$ 111,353.40	
add: Holidays					\$ 4,598.06	\$ 5,567.67	
add: Career Holidays @ 20%					\$ 905.31	\$ 1,113.53	
Sub Total					\$ 95,963.03	\$ 118,034.60	
add: Technology Compensation @ 1%					\$ 959.63	\$ 1,180.35	
Sub Total					\$ 96,922.66	\$ 119,214.95	
Calculate Quinn Bill Incentive					\$ 19,311.81	\$ 23,842.99	
Total Base					\$ 115,870.87	\$ 143,057.94	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 20%	\$ 16,145.00	\$ 16,529.23	\$ 17,912.23				
Night Differential @ 11%	\$ 8,879.75	\$ 9,091.08	\$ 9,851.73	\$ 12,745.80	\$ 12,793.79	\$ 15,736.37	
Holidays	\$ 4,036.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 20%	\$ 807.25	\$ 826.46	\$ 895.61				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.61				
Longevity (29/30 Years of Service)	\$ 8,778.84	\$ 9,297.69	\$ 10,075.63	\$ 13,035.49	\$ 13,084.56	\$ 16,094.02	
	\$ 119,372.09	\$ 124,349.39	\$ 134,670.03	\$ 141,652.16	\$ 142,185.54	\$ 174,888.33	
		\$ 4,977.30	\$ 15,297.94	\$ 22,280.06	\$ 22,813.45	\$ 51,365.40	
		4.03%	12.82%	18.66%	19.11%	41.58%	
Lever, Scott							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance		\$ 1,000.00			\$ 1,000.00	\$ 1,000.00	
Sub Total					\$ 91,961.00	\$ 111,353.40	
add: Holidays					\$ 4,598.06	\$ 5,567.67	
add: Career Holidays @ 10%					\$ 452.66	\$ 556.77	
Sub Total					\$ 95,510.37	\$ 117,477.84	
add: Technology Compensation @ 1%					\$ 955.10	\$ 1,174.78	
Sub Total					\$ 96,465.48	\$ 118,652.62	
Calculate Quinn Bill Incentive					\$ 9,655.91	\$ 11,865.26	
Total Base					\$ 106,214.97	\$ 130,517.88	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 10%	\$ 8,012.50	\$ 8,264.62	\$ 8,956.12				
Night Differential @ 9.5%	\$ 7,611.88	\$ 7,851.39	\$ 8,508.31	\$ 10,090.42	\$ 10,080.64	\$ 12,399.20	
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 10%	\$ 400.63	\$ 413.23	\$ 447.81				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.61				
Longevity (23/24 Years of Service)	\$ 3,685.75	\$ 3,967.02	\$ 4,298.94	\$ 5,098.33	\$ 5,093.38	\$ 6,264.86	
	\$ 103,842.00	\$ 110,101.18	\$ 118,146.00	\$ 121,403.72	\$ 121,286.04	\$ 149,181.93	
		\$ 6,259.18	\$ 14,304.00	\$ 17,561.72	\$ 17,444.04	\$ 40,907.22	
		5.78%	13.77%	16.91%	16.80%	37.78%	
McMennamon, Thomas							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance		\$ 1,000.00			\$ 1,000.00	\$ 1,000.00	
Sub Total					\$ 91,961.00	\$ 111,353.40	
add: Holidays					\$ 4,598.06	\$ 5,567.67	
add: Career Holidays @ 0%							
Sub Total					\$ 95,057.72	\$ 116,921.07	
add: Technology Compensation @ 1%					\$ 950.58	\$ 1,169.21	
Sub Total					\$ 96,008.30	\$ 118,090.28	
Calculate Quinn Bill Incentive					\$ -	\$ -	
Total Base					\$ 96,008.30	\$ 118,090.28	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 0%	\$ -	\$ -	\$ -				
Night Differential @ 9%	\$ 7,211.25	\$ 7,438.15	\$ 8,060.50	\$ 8,690.32	\$ 8,640.75	\$ 10,628.13	
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 0%	\$ -	\$ -	\$ -				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.61				
Longevity (20/21 Years of Service)	\$ 3,205.00	\$ 3,471.14	\$ 3,761.57	\$ 4,055.49	\$ 4,032.35	\$ 4,959.79	
	\$ 94,547.50	\$ 100,514.22	\$ 108,756.90	\$ 109,304.87	\$ 108,681.39	\$ 133,678.20	
		\$ 5,966.72	\$ 14,209.40	\$ 14,757.37	\$ 14,133.89	\$ 34,990.44	
		6.05%	15.03%	15.61%	14.95%	35.46%	

Sergeants	Current	Currently Budgeted 2%		6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's	
		Wages	w/New Stipends			Interpretation	Contract
<u>Moore, James</u>							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,531.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total					\$ 91,961.00	\$ 111,353.40	
add: Holidays					\$ 4,598.06	\$ 5,567.67	
add: Career Holidays @ 25%					\$ 1,131.64	\$ 1,391.92	
Sub Total					\$ 96,189.36	\$ 118,312.99	
add: Technology Compensation @ 1%					\$ 961.89	\$ 1,183.13	
Sub Total					\$ 97,151.25	\$ 119,496.12	
Calculate Quinn Bill Incentive					\$ 24,139.77	\$ 29,874.03	
Total Base					\$ 120,698.83	\$ 149,370.15	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 25%	\$ 20,031.25	\$ 20,661.54	\$ 22,382.79				
Night Differential @ 9%	\$ 7,211.25	\$ 7,438.15	\$ 8,057.80	\$ 10,862.89		\$ 10,929.52	\$ 13,443.31
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,476.56				
Career on Holidays @ 25%	\$ 1,001.56	\$ 1,033.08	\$ 1,119.14				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.31				
Longevity (22/23 Years of Service)	\$ 3,525.50	\$ 3,801.72	\$ 4,118.43	\$ 5,552.16		\$ 5,586.20	\$ 6,871.03
	\$ 115,900.81	\$ 121,539.42	\$ 131,581.20	\$ 137,113.88	\$ 5,532.68	\$ 137,954.78	\$ 169,684.49
		\$ 5,638.61	\$ 15,680.38	\$ 21,213.07		\$ 22,053.96	\$ 48,971.52
		4.67%	13.53%	18.30%		19.03%	40.57%

Sergeants	Current	Currently Budgeted 2%		6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's	
		Wages	w/New Stipends			Interpretation	Contract
<u>Moore, Shawn</u>							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,561.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total					\$ 91,961.00	\$ 111,353.40	
add: Holidays					\$ 4,598.06	\$ 5,567.67	
add: Career Holidays @ 20%					\$ 905.31	\$ 1,113.53	
Sub Total					\$ 95,963.03	\$ 118,034.60	
add: Technology Compensation @ 1%					\$ 959.63	\$ 1,180.35	
Sub Total					\$ 96,922.66	\$ 119,214.95	
Calculate Quinn Bill Incentive					\$ 19,311.81	\$ 23,842.99	
Total Base					\$ 115,870.87	\$ 143,057.94	
Quinn Bill Incentive @ 20%	\$ 16,025.00	\$ 16,529.23	\$ 17,912.23				
Night Differential @ 9%	\$ 7,211.25	\$ 7,438.15	\$ 8,060.50	\$ 10,428.38		\$ 10,467.65	\$ 12,875.21
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,478.06				
Career on Holidays @ 20%	\$ 801.25	\$ 826.46	\$ 895.61				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.61				
Longevity (21/22 Years of Service)	\$ 3,365.25	\$ 3,636.43	\$ 3,940.69	\$ 5,098.33		\$ 5,117.52	\$ 6,294.55
	\$ 111,534.00	\$ 117,035.21	\$ 126,743.87	\$ 131,397.58	\$ 4,653.71	\$ 131,892.36	\$ 162,227.70
		\$ 5,501.21	\$ 15,209.87	\$ 19,863.58		\$ 20,358.36	\$ 46,018.96
		4.73%	13.64%	17.81%		18.25%	39.60%

Sergeants	Current	Currently Budgeted 2%		6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon	City's	
		Wages	w/New Stipends			Interpretation	Contract
<u>O'Connell, Daniel</u>							
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,531.16	\$ 91,961.00	\$ 89,531.16	\$ 110,353.40	
add: Cleaning Allowance					\$ 1,000.00	\$ 1,000.00	
Sub Total					\$ 91,961.00	\$ 111,353.40	
add: Holidays					\$ 4,598.06	\$ 5,567.67	
add: Career Holidays @ 20%					\$ 905.31	\$ 1,113.53	
Sub Total					\$ 95,963.03	\$ 118,034.60	
add: Technology Compensation @ 1%					\$ 959.63	\$ 1,180.35	
Sub Total					\$ 96,922.66	\$ 119,214.95	
Calculate Quinn Bill Incentive					\$ 19,311.81	\$ 23,842.99	
Total Base					\$ 115,870.87	\$ 143,057.94	
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 20%	\$ 16,025.00	\$ 16,529.23	\$ 17,906.23				
Night Differential @ 9%	\$ 7,211.25	\$ 7,438.15	\$ 8,057.80	\$ 10,428.38		\$ 10,467.65	\$ 12,875.21
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,476.56				
Career on Holidays @ 20%	\$ 801.25	\$ 826.46	\$ 895.31				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.31				
Longevity (12/13 Years of Service)	\$ 1,923.00	\$ 2,148.80	\$ 2,327.81	\$ 3,012.65		\$ 3,023.99	\$ 3,719.51
	\$ 110,091.75	\$ 115,547.58	\$ 125,090.19	\$ 129,311.90	\$ 4,221.71	\$ 129,798.83	\$ 159,652.66
		\$ 5,455.83	\$ 14,998.44	\$ 19,220.15		\$ 19,707.08	\$ 44,931.54
		4.76%	13.62%	17.46%		17.90%	39.17%

Sergeants	Current	Currently Budgeted 2%	6/28/2018 Proposed Kelly	6/28/2018 Proposed Solomon		City's Interpretation	Proposed Contract
<u>Rvnnne, Joseph</u>	<u>Wages</u>	<u>w/New Stipends</u>					
Base Pay	\$ 80,125.00	\$ 82,646.16	\$ 89,531.16	\$ 91,961.00		\$ 89,531.16	\$ 110,353.40
add: Cleaning Allowance						\$ 1,000.00	\$ 1,000.00
	Sub Total			\$ 91,961.00		\$ 90,531.16	\$ 111,353.40
add: Holidays				\$ 4,598.06		\$ 4,526.56	\$ 5,567.67
add: Career Holidays @ 20%						\$ 905.31	\$ 1,113.53
	Sub Total					\$ 95,963.03	\$ 118,034.60
add: Technology Compensation @ 1%						\$ 959.63	\$ 1,180.35
	Sub Total			\$ 96,559.06		\$ 96,922.66	\$ 119,214.95
Calculate Quinn Bill Incentive				\$ 19,311.81		\$ 19,384.53	\$ 23,842.99
	Total Base			\$ 115,870.87		\$ 116,307.19	\$ 143,057.94
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 20%	\$ 16,025.00	\$ 16,529.23	\$ 17,906.23				
Night Differential @ 9%	\$ 7,211.25	\$ 7,438.15	\$ 8,057.80	\$ 10,428.38		\$ 10,467.65	\$ 12,875.21
Holidays	\$ 4,006.25	\$ 4,132.31	\$ 4,476.56				
Career on Holidays @ 20%	\$ 801.25	\$ 826.46	\$ 895.31				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.31				
Longevity (15/16 Years of Service)	\$ 2,403.75	\$ 2,644.68	\$ 2,865.00	\$ 3,707.87		\$ 3,721.83	\$ 4,577.85
	\$ 110,572.50	\$ 116,043.45	\$ 125,627.37	\$ 130,007.12	\$ 4,379.75	\$ 130,496.67	\$ 160,511.01
		\$ 5,470.95	\$ 15,054.87	\$ 19,434.62		\$ 19,924.17	\$ 45,294.02
		4.75%	13.62%	17.58%		18.02%	39.31%
<u>Walsh, John</u>	<u>Wages</u>	<u>w/New Stipends</u>					
Base Pay	\$ 80,725.00	\$ 82,646.16	\$ 89,531.16	\$ 91,961.00		\$ 89,531.16	\$ 110,353.40
add: Cleaning Allowance						\$ 1,000.00	\$ 1,000.00
	Sub Total			\$ 91,961.00		\$ 90,531.16	\$ 111,353.40
add: Holidays				\$ 4,598.06		\$ 4,526.56	\$ 5,567.67
add: Career Holidays @ 25%						\$ 1,131.64	\$ 1,391.92
	Sub Total					\$ 96,189.36	\$ 118,312.99
add: Technology Compensation @ 1%						\$ 961.89	\$ 1,183.13
	Sub Total			\$ 96,559.06		\$ 97,151.25	\$ 119,496.12
Calculate Quinn Bill Incentive				\$ 24,139.77		\$ 24,287.81	\$ 29,874.03
	Total Base			\$ 120,698.83		\$ 121,439.06	\$ 149,370.15
Cleaning Allowance		\$ 1,000.00	\$ 1,000.00				
Quinn Bill Incentive @ 25%	\$ 20,181.25	\$ 20,661.54	\$ 22,382.79				
Night Differential @ 9%	\$ 7,265.25	\$ 7,438.15	\$ 8,057.80	\$ 10,862.89		\$ 10,929.52	\$ 13,443.31
Holidays	\$ 4,036.25	\$ 4,132.31	\$ 4,476.56				
Career on Holidays @ 25%	\$ 1,009.06	\$ 1,033.08	\$ 1,119.14				
Protective Vest/Technology (1% of Base)		\$ 826.46	\$ 895.31				
Longevity (32/33 Years of Service)	\$ 9,687.00	\$ 10,227.46	\$ 11,079.48	\$ 14,936.50		\$ 15,028.08	\$ 18,484.56
	\$ 122,903.81	\$ 127,965.16	\$ 138,542.24	\$ 146,498.22	\$ 7,955.97	\$ 147,396.66	\$ 181,298.02
		\$ 5,061.35	\$ 15,638.43	\$ 23,594.41		\$ 24,492.85	\$ 54,159.31
		3.98%	12.72%	19.20%		19.93%	42.60%
Grand Total	\$ 3,018,170.08	\$ 3,250,047.48	\$ 3,514,591.21	\$ 3,917,297.62	\$ 402,706.41	\$ 3,662,059.75	\$ 5,970,445.01
Increase		\$ 231,877.40	\$ 496,421.13	\$ 899,127.54		\$ 643,889.67	\$ 2,952,274.93
		7.68%	16.45%	27.67%		19.81%	80.62%

APPENDIX 5: DRAFT OF THE AGREEMENT BETWEEN THE CITY OF
METHUEN AND METHUEN POLICE SUPERIOR OFFICER'S ASSOCIATION,
N.E.P.B.A., LOCAL 17, EFFECTIVE JULY 1, 2017 TO JUNE 30, 2020
(DATED AUGUST 31, 2017)

1ST Final
DRAFT

AGREEMENT

BETWEEN

THE CITY OF METHUEN

AND

**METHUEN POLICE SUPERIOR OFFICER'S ASSOCIATION
N.E.P.B.A
LOCAL 17**

EFFECTIVE JULY 1ST, 2017

EXPIRING JUNE 30TH, 2020

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PREAMBLE

THIS AGREEMENT entered into pursuant to Chapter 1078 of the Acts of 1973, General Laws, Chapter I 50 E, by and between the City of Methuen (hereinafter referred to as the "City") and the Methuen Police Superior Officers Association, New England Police Benevolent Association, Local 17 (hereinafter referred to as the "Union") has, as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I-RECOGNITION

Section 1 The City hereby recognizes the Union as the exclusive representative and bargaining agent for all captains, lieutenants, sergeants, and temporary or acting captains, lieutenants, and sergeants excluding members of the intermittent and auxiliary police.

Section 2 Nothing contained in this Agreement shall be construed so as to require the City or employees to violate any applicable law.

Section 3 If any provision of this Article is invalid under the law of Massachusetts such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal recourse.

ARTICLE II- PAYROLL DEDUCTION OF UNION DUES

Section 1 The employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said union all such deductions taken from the 1st payroll period of each month and remit to the union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which applicable law prohibits. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the union to pay such dues in advance.

Section 2 The Union agrees to indemnify the City for damages or costs in complying with this Article. No Request to dismiss or suspend and employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General laws, Chapter

150E, Section 12 or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE III-PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1 Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said Agency service fee shall be deducted monthly.

Section 2 The Union agrees to indemnify the City for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE IV- MANAGEMENT RIGHTS

It shall be the function of the Police Chief to determine the mission of the Police Department of the City, set standards of services to be offered to the public, and exercise control over the Police Department's organization and operations. It shall be the right of the Police Chief to direct the employees, and take disciplinary action against any employee for cause. The Police Chief retains the right to determine methods and means and personnel by which the Police Department's operations are to be conducted so long as said means, methods and rules governing said personnel do not violate any provision of this Agreement.

This Article shall not be construed as to preclude any employee covered by this Agreement from grieving over any decision made by the City concerning wages, hours or conditions of employment where said decision violates any provisions of this Agreement.

ARTICLE V- NON-DISCRIMINATION

Section 1 In accordance with applicable law, the City and Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy, sexual orientation, gender identity or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee opportunities because of race, color, religion, sex, national origin, pregnancy,

sexual orientation, gender identity or age.

Section 2 The City and the Union agree that there will be no discrimination by the City or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Section 3 In accordance with Section 504 of the Rehabilitation Act of 1983 and 31 U.S.C. 6702 et seq., the City and Union agree to not unfairly discriminate against any handicapped person. Most specifically, the City and the Union agree that this contract is in no way, nor should be interpreted in any way, as having the effect of discriminating against any qualified handicapped person in terms of employment opportunity, salary or equal treatment, for the purposes of contractually benefits, including fringe benefits; nor is this contract to be interpreted in any way as having the effect of defeating or substantially impairing the accomplishments of the objectives of Section 504 as mentioned above.

Section 4 The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply to male and female employees.

ARTICLE VI- RIGHTS AND PRIVILEGES

All rights and benefits in existence on execution of this Agreement, except as may be altered or modified by the provisions hereof, shall continue in effect during the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by ordinance or by law to the extent permitted by General Laws, Chapter 150E.

ARTICLE VII- VACATION

Section 1 All officers shall be granted vacation leave as follows:

One-year permanent full-time employment: Ten (10) working days' vacation.

Five years' permanent full-time employment: Fifteen (15) working days' vacation.

Ten years' permanent full-time employment: Twenty (20) working days' vacation.

Fifteen years' permanent full-time employment: Twenty-five (25) working days' vacation.

Twenty years' permanent full-time employment: Thirty (30) working days' vacation.

For purposes of establishing the number of years of permanent full-time employment,

prior years of service to the city in a full time capacity in any department shall be added into the calculation. Further for all members who are serving as superior officers as of July 1, 2007 other non-Methuen full-time law enforcement service not counting military service shall be added into the calculation. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing within the department.

In those instances where it is necessary to implement vacation leaves by allowing days off in advance, the employee will make up such hours by arrangement with the Chief of the Department.

Section 2 Vacations shall be granted according to the seniority provisions of this Agreement.

The vacation dates shall be determined on or before May 1st of each year, in order to preserve seniority, and posted in the Police Station. In approving vacation schedules, the Chief will make every effort to allow a summer vacation for those employees desirous of same. Not more than one superior officer may be on vacation from each Patrol Platoon or a specialty division at the same time without the Chiefs approval.

Section 3 In order to promote the health and safety of the employees, at least one week of vacation must be taken per fiscal year, any vacation hours earned or accrued for the present fiscal year or for any previous or subsequent years may be sold back to the City at the option of the Chief for the full rate of pay for the position and step regularly held as of the date of said buy-back; and provided further that hereinafter, vacation carry forward of up to two weeks may be permitted in the discretion of the Mayor and upon the recommendation of the Chief of Police. Notwithstanding the foregoing, the Chief or his designee retains the right to approve or disapprove the use of single vacation days in excess of five requested during the course of the year.

Section 4 Notwithstanding the above, an officer shall not be entitled to accrue any vacation leave during the time that he is on injured line of duty leave under Chapter 41, Section III F, M.G.L. As used herein the term "day" shall mean eight hours.

For the purposes of computing the same, an officer shall not be entitled to the accrual of one vacation day for every thirty consecutive days that he shall Be on injured line of duty leave; but shall be entitled to an accrual for all periods less than thirty days in a cycle.

The loss of accrual shall be broken down as follows: For individuals entitled to two or three weeks' vacation, a loss of one accrual day of vacation; for individuals entitled to four or five weeks' vacation, the loss of two accrual days of vacation.

The thirty day cycle, in example, is expressed as follows: thirty consecutive days on I.L.D., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; forty-five consecutive days on I.L.D., loss of accrual time equal to one day for a two or three week vacation entitlement, or, two days for a four or five week vacation entitlement; sixty consecutive days on LL.D., loss of accrual time equal to two days for a two or three week vacation entitlement, or, four days for a four or five week vacation entitlement; etc.

Any individual who is out on injured line of duty leave shall no longer accrue vacation leave in accordance with this section.

Section 5 Superior Officers reaching 20 years of service or more may elect for the City to buy back up to two weeks of earned vacation time, to include education incentive, such time being calculated into a supervisor's annual pay and is pensionable if accepted by P.E.R.A.C.

Section 6 Prior years of Full time permanent sworn police officer service, regardless of the agency, or prior correctional officer service or United States military service who have attended and completed a Massachusetts Criminal Justice accepted academy, up to the maximum of ten years shall be computed in calculating the number of vacation days granted to the officer. Service outside of the Methuen Police Department shall have no effect on the officer's seniority standing on the Methuen Police Department.

Section 7 Vacation carry forward of up to two weeks may be permitted at the discretion of the Mayor and upon the recommendation of the Chief of Police.

ARTICLE VIII- RULES AND REGULATIONS

The rules and regulations of the Police Department of the City of Methuen are hereby recognized by the City of Methuen and by the Union as the basic rules by which the department shall operate. The Police Chief further agrees that if, at any time after the signing of this Agreement, he should change or modify or amend any of the rules heretofore in existence, and if, in the opinion of the Police Chief, said change affects the health and safety of any member of the Police Department of the City of Methuen, then the said Police Chief shall, prior to the implementation of said rule, give to the Union a seven (7) day notice, in writing, of the proposed change or amendment; if the Union thereafter feels aggrieved by this rule change and submits the matter to grievance procedure as set forth in this Agreement, then the Police chief hereby agrees that he shall stay the operation of the proposed rule change until such time as the grievance procedure is completed.

If the Police Chief, at any time after the signing of this Agreement, elects to change, modify or amend any of the rules and regulations of the Police Department of the City of Methuen, and, after promulgation of said change, the Union, in its opinion, feels that said change, modification or amendment affects the health and safety of any member of the Police

Department of the City of Methuen and shall, within ten (10) days thereafter, elect to submit the matter to grievance, then the Police Chief hereby agrees that he shall stay the operation of said change, modification or amendment of the rule so promulgated.

During the term of this Agreement, the Police Chief may attempt to revise and update the Department Rules and Regulations. Said revisions and updating shall be discussed with the President and two other members of the Union as established in Article XXVII of this Agreement.

The Chief of Police may further enact policies and procedures for the Department. The Police Chief shall provide a copy of said policy or procedure to the Union ten (10) days prior to implementation for their comment. However, nothing herein shall be interpreted as granting a right to the Union to grieve, arbitrate, or in any way interfere with the plenary authority of the Chief to promulgate, change, modify, suspend or revoke any policy or procedure.

ARTICLE IX-A-SENIORITY

Seniority shall be measured from date of full-time permanent Civil Service appointment, unless otherwise specified by this Agreement.

The date of promotion of the aforementioned ranks shall be the basis of computation of seniority and, in the case of officers being appointed on the same date, seniority shall be computed as provided in Article IX-B hereof.

Breaks in continuous service, for purposes of computing seniority, shall be in accordance with Civil Service law and rules.

The provisions of Article IX-A and IX-B pertaining to seniority shall be observed at all times whenever possible, so long as there is no interference with the best interest of the City and efficiency of the Police Department.

ARTICLE IX-B-SHIFTBIDDING

Section 1 Assignments to the various platoon shifts (I, II, III, and IV) shall be made for Lieutenants and Sergeants in accordance with this Article of the contract and shall be based, except as provided herein, according to seniority based upon Article IX- A hereof and also within rank. Shift bids shall be made on the basis of seniority in rank.

In the case where two or more officers have the same date of rank appointment, their order of seniority shall be determined by the order listed with Civil Service.

Section 2. Annual shift bids shall be accomplished in the following manner:

(a) The Chief of Police shall distribute/send to each member of the unit a bid form, in duplicate, whereby such member can list his preference for each shift. Said form shall be

distributed to each officer on or before October 15th of each year. The officer shall return the bid form no later than November 30th of each year to the Chief of Police. Any officer failing to return said bid form by said date shall be considered lowest in seniority for the purposes of this Article.

(b) The Chief of Police shall issue the assignments to shifts for the forthcoming year as provided herein based upon a seniority preference. Said list shall be posted in the departmental bulletin board on or before December 15th of each year. In addition, a copy of the list shall be given to the Union President. Said shift assignments shall become effective on the second Sunday in January of the succeeding year.

Section 3. Notwithstanding this Article, the Chief of Police retains full and complete authority as to the following areas:

(a) The Chief of Police retains authority to determine shift-manning levels and may change them when he feels the best interests of the department are served.

(b) The Chief of Police retains the right to veto a shift assignment as provided for in Section 4.

(c) The Chief of Police retains exclusive control over the appointment and removal of individuals as specialists.

The term "specialist", as used herein, shall mean the Commanders Bureaus and the Supervisor of such other specialties as may be designated by the Chief of Police.

(d) The Chief of Police retains exclusive control of assignment of superior officer's within each individual shift.

(e) The Chief of Police retains the right to transfer a superior officer from his shift, where necessary, for the good of the department; but the same shall not be done for harassment purposes. Further, a transfer under this provision may be arbitrated as provided for in this Article.

(f) Any shift opening after the second Sunday in January which occurs for any reason, including, but not limited to the Chief exercising his authority under Section 3(a), (c), (d), or (e) hereof shall follow the annual shift bid.

Section 4 The Chief of Police retains the right to veto a seniority shift bid

assignment of an individual if, in his opinion, the assignment of the officer to a particular shift would be detrimental to the department and such decision shall not be overturned by the arbitration panel, unless it is determined that it was based upon purely arbitrary and capricious reasons.

The Chief, upon executing a veto of the shift bid assignment, shall, on or before December 30th of the shift bid year, notify the officer of his reasons for exercising his veto and the shift that he is to be assigned to, in writing, and, a copy of the foregoing shall be simultaneously given to the Union President.

If the officer contests the shift bid veto of the Chief of Police, then he may file for an arbitration of said decision with the arbitration panel within seventy-two (72) hours of notice of such decision.

In the instance where a superior officer timely files an arbitration request, then the shift assignment contested, together with any resulting shift assignments, shall be stayed pending a determination of the arbitration panel as provided for in Section 5. Provided, however, that this section shall not be read to delete or impact the authority of the Chief as provided for in this contract, and, specifically, in the areas relating to shift bid and assignment as specified in Article IX-B thereof.

Section 5

There is hereby established a panel of arbitrators who shall hear matters pertaining to shift bid assignment vetoes. Said panel shall be composed of three (3) members, one of whom shall be chosen by the bargaining unit, one of whom shall be chosen by the Chief of Police, and the third member to be chosen by the other two arbitrators. Said panel shall have the authority to overturn the decision of the Chief if they find his action was based solely upon arbitrary and capricious reasons.

The members of the panel shall be chosen annually and shall serve for a period of one (1) year.

- (a) Hearings of the panel shall convene within seventy-two (72) hours of the filing of the arbitration petition.

The panel shall convene at a time and place convenient to the parties and shall grant each side the opportunity to address the panel. (Provided, however, that no briefs shall be submitted).

The panel shall render its decision, in writing, within seventy-two (72) hours of the hearing. Said decision shall be final and binding on the parties and not appealable to another forum.

- (b) The decision of the Chief shall remain effective, notwithstanding the filing of an arbitration petition, unless overturned by the panel.
- (c) The time limits as provided for herein, with the exception of

the filing of the arbitration petition, which shall be considered jurisdictional, are intended to provide time guides solely and shall not, if violated, render the arbitration decision invalid.

Section 6 In the event that the panel overturns the Chief of Police, then and in that instance, the officer shall, for the balance of the year, be returned to the shift he initially chose. In the event that the panel overturns the Chief of Police, then the remaining shift assignments shall be filled in accordance with Article IX-B, Section I.

Section 7 Nothing in this Article shall be construed as mitigating the Chief of Police's control and management prerogatives, unless specifically mentioned herein, and then, only to the extent mentioned. The right of shift bid and appeal are created and governed solely and exclusively herein and no other Article of this contract, be it general arbitration matters or grievance handling, shall be interpreted as a supplement to or replacement for this Article in the matter of shift assignments.

ARTICLE X- GRIEVANCE AND ARBITRATION

Section 1 Any dispute, grievance or difference which may arise between the parties during the term of this Agreement including the application, meaning or interpretation of, this Agreement, and which is not otherwise controlled by the laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the following procedure. This procedure, hereinafter called the grievance procedure, shall be informal and confidential at all times. Any time limitations herein set forth may be waived and/or extended by mutual agreement of the parties.

Section 2 The procedure is as follows:

Step 1 The Union, through its President, or his designee, shall submit the grievance, in writing, to the Chief of Police within ten (10) days of the date of the events giving rise to the grievance. The grievance shall state the nature of the grievance. The chief shall answer the grievance within seven (7) days of its presentation and may arrange a meeting with representatives of the Union within that time period.

Step 2 Within seven (7) days of the Chiefs answer or the date on which said answer is due, whichever first occurs, the grievance shall be submitted, in writing, to the Mayor. The Mayor may arrange to meet with representatives of the Union and shall answer the grievance within fourteen (14) days of its presentation.

Step 3 If the grievance remains unresolved, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) days of the Mayor's answer or date on which said answer is due, whichever first occurs.

Submission to arbitration shall be accomplished by filing a demand for arbitration with the American Arbitration Association, with a copy to the Mayor.

Section 3 The American Arbitration Association under its then existing rules of procedure shall conduct the arbitration. The cost of the arbitration hearing shall be borne equally by the City and the Union.

Section 4 Notwithstanding any contrary provisions of this Agreement, the following shall not be subject to the grievance/arbitration provisions of this Agreement: Any matter, which is subject to the exclusive authority or control of the Chief under the General laws.

Section 5 The decision of the arbitrator shall be final and binding on the parties, except that the arbitrator shall make no decision, which alters, amends, adds to or detracts from this Agreement.

Section 6 A grievance involving the suspension, dismissal, removal or termination of an employee under Civil Service law and rules, may, in any instance, be subject to binding arbitration under mutual agreement of the parties and the election of the employee involved, in accordance with the provisions of Section 8 of the General laws, Chapter 150E. In any such proceeding, either under Civil Service law and rules or under the grievance and arbitration procedure, the Union reserves the right to represent employees covered by this Agreement.

ARTICLE XI- EXTRA PAID DETAILS

Section 1 Paid detail assignments shall be made by the Chief or his designee, and no employee shall accept any such assignment unless the Chief or his designee makes it. Such assignments shall be offered to permanent full-time Officers first, then temporary full-time officers, retired police officers, reserves, intermittent officers, and finally outside mutual aid, in that descending order.

In order to insure an equitable distribution of extra paid details, the Chief or his designee shall post all such details and a record kept of all details accepted or refused. A detail refusal shall be treated as an acceptance and the number of hours credited against the refusing employee's name. Detail records shall be available for inspection on request of a Union representative at reasonable times and in the presence of the officer in charge.

No detail shall be assigned until the person or organization requesting services has agreed to pay the following hourly rates:

For each member of the Union, the hourly rate shall be set as follows:

- A. As of the execution of this agreement the extra paid detail rate shall; for City details be 120% of the patrolman's extra paid detail rate and for all other details be equivalent to the then current rank differential between police officers and sergeants when the superior officer is assigned to command a detail. The detail shall be payable at a minimum of four hour increments when the superior officer is assigned to command a detail, excepting for City details where it shall be payable at a minimum of four (4) hour increments, to a maximum total of eight (8) hours, and thereafter, the wage shall be earned on an hour-by-hour basis.
- B. As of the execution of this contract, when a superior officer is not commanding a detail, the extra paid detail rate, except as otherwise provided herein, shall be that rate set for police officers of the Methuen Police Patrolman's' Association, payable at a minimum of four (4) hour increments, to a maximum total of eight (8) hours, and, thereafter, extra paid detail wages are to be earned on an hour by hour basis for City details. For all other jobs the same shall be payable at a minimum of four (4) hour increments unless other arrangements are made with the person or organization and approved by the Union. Notwithstanding the foregoing, if the extra paid detail involves working between 12:00 midnight and 6:00 a.m. or any day or any time on Sunday or a holiday, the rate of pay shall be two times the extra paid detail rate.
- C. Notwithstanding the above, the hourly rate payable to a superior officer shall be, in the case of a labor strike, as follows: double times the maximum patrolmen's extra paid detail rate, payable at a minimum of four hour increments, except in the case where the superior officer is in charge of a detail, in which instance, the rate payable shall be equivalent to the current rank differential between patrolman and sergeant times the maximum patrolmen's extra paid detail rate for a labor strike, payable in four hour increments.
- D. Notwithstanding the foregoing, if the labor strike involves working between 12:00 midnight and 6:00 A.M., on any day, or anytime on a Sunday or Holiday, the rate of pay shall be two and one half times the extra paid detail rate contained in this sub-section.

The City agrees not to use or allow the use of flag men and they further agree that Methuen Police Officers shall be assigned to any activity including but not limited to construction, utility work or road openings that may impede traffic or pedestrians or in the

view of the Chief of Police are a danger to public safety, for what would be considered extra detail jobs.

Section 2. Assignments of superior officers to command extra paid details shall be made as follows:

- A. Whenever a detail of four or more patrolmen is established for one particular detail, then a superior officer shall be assigned to command that detail.
- B. Details of less than four patrolmen may be commanded by a superior officer at the discretion of the Chief of Police or his designee.

Section 3. The revolving account, as established in the F.Y. 86-88 contract, shall remain in full force and effect.

ARTICLE XII-HOLIDAYS

All superior officers shall be paid for the following thirteen (13) holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Police Memorial Day	Christmas Day
Independence Day	

Employees must work their scheduled tour preceding and following the holiday in order to receive the holiday pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation, authorized injured in the line of duty leave, authorized bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen police Department medical certificate, such certificate to be paid for by the employee), and an authorized emergency day leave.

All holidays falling between July 1st and December 1st shall be paid on the second payday of November each year. All holidays falling between December 2nd and June 30th shall be paid on the last payday of June.

Effective July 1, 2018: Said holidays, including education incentive/Quinn Bill on holidays, will be computed and the amount of the 13 holidays will be divided by the number of weeks in the fiscal year and this amount will be added to the base pay of the individual ranks and shall for all purposes be considered base pay. Employees must work their scheduled tour preceding and following the holiday in order to receive that holiday's pay, unless absent for good and sufficient reason which shall, for the purposes of this Article, mean authorized compensatory time, authorized vacation, authorized injured in the line of duty leave, authorized

bereavement leave, and authorized sick leave (with the individual submitting to the Chief a Methuen police Department medical certificate, such certificate to be paid for by the employee), and an authorized emergency day leave. Any sick days that are determined unauthorized that are used preceding or following the holiday, shall be deducted from this calculation for the following fiscal year.

Upon execution of this agreement, individuals actually working on a holiday shall be paid at the rate of time and one-half.

**ARTICLE XIII- MAINTENANCE OF RECORDS OVERTIME, SICK LEAVE,
AND COURT TIME**

The Chief of Police or his designee shall maintain a complete record of all overtime, sick leave, and court time. These records shall be available for inspection at reasonable times upon request of a proper representative of the Union, after a reasonable notice has been given and in the presence of the officer-in-charge.

Up-to-date records of accumulated sick leave, compensatory time, contractual time, and vacation leave shall be available to each Union member through a computer program. Should this program be unavailable, the Commander of Administrative Services, or his designee, shall furnish this information during his normal work hours.

ARTICLE XIV- WORKWEEK

Section 1. Tours of duty shall be established on the basis of a four (4) day on, two (2) day off schedule. There shall be four (4) Platoons within the field operations division:

- I. Platoon I, being a midnight shift;
2. Platoon II, being a day shift;
3. Platoon III, being an evening shift, and
4. Platoon IV, being a swing shift of two evening shifts followed by two day shifts.

Those employees on special assignment whose tours of duty differ from the four (4) regular shifts will receive their assignments and starting times from the Chief or his representative.

The regular work week for employees shall consist of not more than forty (40) hours; the workday shall not exceed eight (8) hours.

All employees shall receive one hundred twenty-one and one-third (121-1/3) days off annually and no less than two (2) consecutive days off weekly, in accordance with and characteristic of the four-and-two schedule, so-called.

Superior Officers working the administrative or five and two schedule will be compensated with twenty hours of contractual time every three months. The above mentioned three month periods will run from July 1st to Sept. 31st, October 1st to December 31st, January 1st to March 31st and April 1st to June 30th. Contractual time for any partial three month period will be pro-rated.

Section 2 Notwithstanding the above, the Chief of Police, or his designee, may assign a superior officer to in service training. Officers so assigned, who are on the four-and-two schedule, shall receive days off as follows: the Sunday before and the Saturday after shall be his days off for that week. In addition to the foregoing, where the school assignment involved is in-service training, then there shall be an additional eight (8) hours of contractual time and eight (8) hours overtime.

Section 3. In the instance where a superior officer attends a specialized school of at least three (3) days or more or course of study or similar program at the direction of the Chief of Police, then, and for the purposes of associated time related to each attendance, discounting normal weekly pay, but including all other items such as travel time and study time, the City shall compensate said officer at a rate of eight (8) hours overtime per week and sixteen (16) hours contractual time per week of attendance.
Effective July 1, 2018, the City shall compensate said officer at a rate of twelve (12) hours overtime per week and sixteen (16) hours contractual time per week of attendance.

ARTICLE XV- OVERTIME

Section 1 Any work performed in excess of the regularly scheduled hours of duty shall be compensated at the member's rate of time and one half.

Section 2 It is understood and agreed between the parties that recall shall be paid on the basis of a minimum of four (4) hours.
Effective July 1, 2018: It is understood and agreed between the parties that recall shall be paid on the basis of a minimum of five (5) hours.

ARTICLE XVI- COURT TIME

Any off-duty superior officer shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the regular hourly rate of pay for his appearance in the District or Superior Court criminal sessions. Any superior officer working full-time shall receive a minimum of four (4) hours pay at one and one-half (1.5) times the regular hourly rate of pay for his/her appearance in the district or superior court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department. If the required court appearance is in the Salem or Newburyport Superior Court, criminal session, the superior officer shall receive a minimum of four (4) hours pay at one and one half (1.5) the regular hourly rate.

Effective July 1, 2018: Any off-duty superior officer shall receive a minimum of five (5) hours pay at one and one-half (1-1/2) times the regular hourly rate of pay for his appearance in the District or Superior Court criminal sessions. Any off-duty police superior officer shall receive a minimum of five (5) hours pay at one and one-half (1.5) times the regular hourly rate of pay for his/her appearance in the district or superior court civil sessions if they are summonsed and required to attend and the requirement to attend relates to offering testimony on facts arising out of their time on duty with the department. If the required court appearance is in the Salem or Newburyport Superior Court, criminal session, the superior officer shall receive a minimum of five (5) hours pay at one and one half (1.5) the regular hourly rate.

In lieu of payment, court time may be accumulated and taken in time off at the request of the superior officer, subject to the approval of the Chief of Police. Said compensatory time shall be earned at the rate of one and one-half (1-1/2) hours for each hour of court time so worked.

Superior officers shall be provided twelve (12) hours' notice of cancellation or postponement of a scheduled court appearance. Where the City has received such 12 hour notice and fails to provide same to the officer scheduled in court, said officer shall receive four (4) hours pay at time and one-half rate. Effective July 1, 2018, said officer shall receive five (5) hours pay at time and one-half rate.

Notwithstanding the above or any other contractual agreements, the total compensatory time hourly cap shall be established at forty hours. Thereafter, all compensatory time shall automatically be paid at one and one-half times the hourly rate. Those individuals presently over forty hours in compensatory time shall be frozen at their present amounts and required to take time and one-half until the same is reduced below the level of forty hours.

ARTICLE XVI-A- SCHOOL SERVICE OFFICERS COMPENSATORY TIME

The parties recognize that the unique situation of the school service officers severely

restricts their ability to utilize compensatory time during the school year. This article is therefore written to address this matter. School Service Officers compensatory time cap during the school year shall be one hundred hours. The school service officers shall be expected to utilize these hours during the school vacation periods to the extent that such usage is approved by the Chief or his designee. The school service officers shall utilize their time such that they do not exceed the forty-hour cap as of September first in any given year.

ARTICLE XVII-UNIFORMS

Section 1 Members covered by this agreement shall receive an annual clothing/uniform allowance of \$900.00. Effective July 1, 2018, Members shall receive an annual clothing/uniform allowance of \$1000.00. Effective July 1, 2019, Members shall receive an annual clothing allowance of \$1,200.00.

Section 2 \$900.00 shall be paid to employees covered by this Agreement in each fiscal year to defer the cost of cleaning clothing required in the performance of their duties. Said allowance shall be incorporated into the sergeant's base pay and be considered base pay for all purposes. Effective July 1, 2018, members shall be paid \$1,000.00 in each fiscal year to be incorporated into the sergeant's base pay and be considered base pay for all purposes. Effective July 1, 2019, members shall be paid \$1,200.00 in each fiscal year, to be incorporated into the sergeant's base pay and be considered base pay for all purposes. Each employee shall be responsible for keeping his duty clothes in clean condition.

Section 3 Effective July 1, 2018, any superior officer serving in a specialty unit will receive annually an additional \$600 clothing allowance.

ARTICLE XVIII-BEREAVEMENT LEAVE

All superior officers shall be granted leave without loss of pay in the event of a death in the immediate family. Such leave shall be five (5) days, commencing with the day after death. For the purpose of this Article, the term "immediate family" shall mean and include the following: mother, father, sister, brother, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and stepchildren.

In addition to the above, a superior officer shall be allowed two (2) days off to attend the funeral of an aunt, uncle, first cousin, or grandparent-in-law, niece, nephew and the aforementioned relations as they are step-relations.

An additional two (2) days, up to a maximum of six (6) days, may be allowed at the discretion of the Chief where additional time is needed for travel purposes.

Members who are listed in the department records, as on bereavement leave shall not, during that day or any part thereof, work any overtime or extra paid detail assignment.

ARTICLE XIX- SICK LEAVE

Section 1

All superior officers will be granted fifteen (15) eight-hour days or 120 hours sick leave per year, and shall be allowed to accumulate a total of two hundred and sixty-five (265) eight hour days or 2,120 hours. Up to five days or 40 hours per year of that time may be used for the care of an immediate family member, which term is defined as a spouse, domestic partner, children, step-children, mother, father, mother-in-law, father-in-law, sister, brother, custodial grandchild or any other minor residing in the home of a superior officer but not in-laws otherwise.

In addition to the foregoing, and specifically relating to those members who would in any one year exceed the 265 day (2,120 hour) cap on accumulation of sick days, the municipality will pay annually, as of June 30th of each fiscal year, to that individual, an amount equal to one hundred Dollars (\$100.00) per eight-hour day for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

Section 2

A superior officer shall furnish a Methuen Police Department Disability certificate to the Chief of Police if he has been on sick leave for more than three (3) consecutive days/(24 hours), the certificate to be furnished to the Chief of Police prior to the return of the officer to duty.

Section 3

An employee who submits written notice of retirement to the Chief by April 15 of the fiscal year prior to the year which he/she intends to retire shall be paid for 35% of his/her accumulated sick leave. In the event of the employee's death, said payment shall be made to the employee's estate. It is further agreed that if the City offers an early retirement package or the employee, due to illness or injury, must retire prematurely, the notice period to collect sick buy back shall be waived. Beginning with the date hereof; an employee who Beginning with the date herof, an employee who submits said notice and elects not to retire shall no longer be eligible to receive 35% and shall receive 30% of his/her accumulated sick leave upon retirement. An employee who fails to give the required notice shall receive 30% of his/her accumulated sick leave upon retirement.

Any payments under this section shall not be considered compensation for purposes of computing an employee's retirement.

Section 4

An officer shall not be entitled to accrue sick leave during the time when he is on injured line of duty leave under Chapter 41, Section 111F. The term "day" as used in this article means eight hours.

The provisions of this section shall be applied as follows:

- (a) For every thirty consecutive days on injured line of duty status, the officer shall not accrue one sick day.
- (b) In addition for every one hundred twenty consecutive days on injured line of duty status, the officer shall not accrue one day of sick leave from the end-of-year entitlement.
- (c) Any period less than thirty consecutive days shall, however, not result in the loss of sick day accrual. (E.g., fifteen consecutive days on LL.D. -no loss of sick day accrual; thirty consecutive days on LL.D. - one sick leave accrual day lost; forty-five consecutive days on LL.D. -one sick leave accrual day lost; sixty consecutive days on LL.D. -two sick leave accrual days lost; etc.).

Section 5

An employee who is out sick regardless of providing a Disability Certificate shall not be eligible to work overtime or details for 48 hours after their return to duty, exclusive of authorized court time, mandatory overtime or the use of one of the five "family sick days. This provision shall become effective upon the completion of a departmental policy and procedure.

ARTICLE XX - MILITARY LEAVE

Military leave, which is required for the employees covered under this contract, shall be in accordance with the General Laws of the Commonwealth of Massachusetts and Section 6-16 of the Personnel Ordinance.

ARTICLE XXI -UNION BUSINESS LEAVE

A. All superior officers covered by this Agreement who are members of the Union's Negotiation Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a contract provided said time is approved in advance by the Chief of the Department.

B. Not more than two (2) members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union, for the purpose of processing grievances, when such activity takes place at a time during which said members are scheduled to be on duty, subject to prior approval by the Chief of the Department.

C. Up to seven (7) days per year maximum shall be allowed as paid leave for purposes of the Union President or his designee to attend Union conventions, seminars, or conferences. Said leave must be requested of the Chief for his approval forty-eight (48) hours in advance of the dates for which leave is requested.

D. The Union's President shall be granted when necessary up to total maximum of four (4) hours' time per week during his normal shift to conduct business.

E. Two eligible union members shall be allowed a maximum of four days leave from duty with no loss of pay or benefits in order to attend the National Convention of the New England Police Benevolent Association and/or Massachusetts Police Association. Said leave must be requested of the Chief at least one week in advance of the dates for which leave is requested.

ARTICLE XXII -PERSONAL LEAVE

A personal leave for good reason, upon sufficient evidence presented and acceptable to the Chief or his designee shall be granted to superior officers up to thirty-two (32) hours in one year without being charged to vacation or other leave credit, so long as sufficient coverage is maintained on the tour of duty.

Personal leave, which is not taken during the fiscal year, shall be converted on a one-to-one basis to sick days.

ARTICLE XXIII-REPLACEMENT OF OFFICERS IN RANK

The City agrees, in principle, that there should be two (2) superior officers per shift at all times and that the Chief and the Mayor will annually attempt to increase monies available in the budget to provide for the same. This "in principal agreement", however, is based on the discretion of the Mayor and the City Council as to whether or not such funds shall be in fact appropriated.

During those shifts when a superior officer of the rank of Sergeant is working in the capacity of a Shift Lieutenant as the "OIC", the City shall compensate such Sergeant within the salary grade of a Police Lieutenant as outlined within Article XXIV - Compensation. Further, specialty unit supervisors will be compensated at the rate established for the next highest rank. This provision is intended to apply on a shift-by-shift basis. Any such superior officer who is injured while working in the capacity of the next highest rank shall be treated for all purposes as they were serving in their regular capacity. This compensation shall be for all purposes considered base pay.

ARTICLE XXIV-COMPENSATION

17/18/19
ADD 0/2/2

Superior Officers shall be compensated as follows:

- B. Sergeants shall receive a salary equivalent to 132% of the maximum patrolman's salary.
Effective July 1, 2018, Sergeants shall receive a salary equivalent to 134% of the maximum patrolman's salary.
Effective July 1, 2019 Sergeants shall receive a salary equivalent to 136% of the maximum patrolman's salary.

Lieutenants shall receive a salary equivalent to 116% of the maximum Sergeant's salary.
Effective July 1, 2018, Lieutenants shall receive a salary equivalent to 118% of the maximum Sergeant's salary.
Effective July 1, 2019, Lieutenants shall receive a salary equivalent to 120% of the maximum Sergeant's salary.

Captains shall receive a salary equivalent to 116% of the maximum Lieutenant's salary.
Effective July 1, 2018, Captains shall receive a salary equivalent to 118% of the maximum Lieutenant's salary.
Effective July 1, 2019, Captains shall receive a salary equivalent to 120% of the maximum Lieutenant's salary.

- C. All Supervisors, upon completion of 7 years, within each supervisory grade, shall be deemed a "Master Supervisor" and compensated as follows:
Sergeants shall receive an additional salary equivalent to 133% of the maximum patrolman's salary.
Lieutenants shall receive an additional salary equivalent to 118% of the maximum Sergeant's salary
Captains shall receive a salary equivalent to 117% of the maximum Lieutenant's salary.

Effective July 1, 2018: All Supervisors, upon completion of 6 years of supervisor rank, plus one year in new rank upon further promotion, shall be deemed a "Master Supervisor" and compensated as follows:

Sergeants shall receive a salary equivalent to an additional 135% of the maximum patrolman's salary.

Lieutenants shall receive a salary equivalent to 120% of the maximum Sergeant's salary.

Captains shall receive a salary equivalent to 119 % of the maximum Lieutenant's salary.

Effective July 1, 2019: All Supervisors, upon completion of 6 years of supervisor rank, plus one in new rank year upon further promotion, shall be deemed a "Master Supervisor" and compensated as follows:

Sergeants shall receive a salary equivalent to an additional 137% of the maximum patrolman's salary.

Lieutenants shall receive a salary equivalent to 122% of the maximum Sergeant's salary.

Captains shall receive a salary equivalent to 121 % of the maximum Lieutenant's salary.

D. All officers promoted to the rank of Superior Officer subsequent to October 1, 1996, who have met the criteria for a Step V Police Officer, also known as Master Patrolman Step, not including the criteria under Article XXV, Paragraph C, Item 3a, of the I.B.P .0 contract, prior to appointment as a Superior officer, shall receive the above compensation.

E. All other Superior Officers appointed after October 1, 1996, who do not qualify under paragraph C, shall advance to the maximum Sergeant's salary, as delineated above, by any of the following methods:

1. Two years at a salary based upon 117% of the maximum patrolmen's salary;
2. One year at a salary based upon 117% of the maximum patrolman's salary and documentation of an Associate's Degree or a higher degree, or, of completion during the last twelve (12) months of two courses towards an Associates' Degree, with a minimum grade of C;
or;
3. One year at a salary based upon 117% of the maximum patrolman's salary and documentation of having completed during the previously twelve (12) month period a minimum of eight (8) hours of training offered by the Massachusetts Criminal Justice Training Council.

ARTICLE XXV- DIFFERENTIAL

Superior officers regularly assigned to work the night shifts, including the swing Schedule, shall be paid as follows:

Platoon 1 Supervisors shall receive an 11% shift differential; Platoon 3 Supervisors shall receive a 9.5% shift differential, Platoon 4 supervisors and supervisors who work a Monday thru Friday (5 day) work week consisting of non-regular shift hours shall receive a 9% shift differential. In addition the school services unit supervisor and the supervisor of the court services unit shall receive an 8% differential. Differentials shall be computed on their base pay only, as totally expressed by the salary schedules set forth above, and, said differential shall not be treated as part of base pay for overtime purposes, or any other purposes. The Mayor may as he/she chooses add by side letter or executive order additional specialist positions to receive the 8% shift differential.

ARTICLE XXVI- CAREER INCENTIVE

Section 1 Employees covered by this Agreement shall receive an annual longevity benefit based upon the following formula: The annual longevity benefit will be equal to 2/10ths of 1% of the member's base pay, multiplied by the number of years of service.

Notwithstanding the above, the annual longevity benefit for members reaching twenty-five years' service, and thereafter, shall be computed at the rate of .375 of 1% of the member's base pay, multiplied by the number of years of service.

Section 2 Years of service under this Article shall be based upon an employee's anniversary date of employment as a full-time employee and shall include, for purposes of this article, full-time continuous service as a working reserve. Veteran's military time paid into the municipal retirement to be computed for years of credit toward longevity benefit. The longevity amounts specified in Section 1 shall be paid as a lump sum in the payroll week following the anniversary date of employment.

Section 3 The City and Union agree that career incentive will be pro-rated upon retirement.

ARTICLE XXVII- PRE-PAID LEGAL PLAN

The Employer agrees that it will contribute to the Methuen Police Superior Officers Association Group Legal Services Fund, an administered legal services trust fund for MP SOA members, in the following manner and amounts for each regular, seniority employee who completes his/her probationary period:

The benefit amount is \$.15/hour maximum and continuing for the remainder of this contract, less \$92.00/per employee/per year covered by this contract.

This contribution will be for all hours worked, or paid for, including vacation and holidays, up to a maximum of 40 hours per week. The benefits to be provided under this plan will be determined by the members of the MPSOA. This benefit may not be exercised to initiate action against the City, its agents, servants, or employees, nor shall such funds be used to advise or counsel employees as to matters against the City, its agents, servants or employees

The MPSOA will notify the City immediately upon determining the agency, agencies, individual or individuals that it employees to represent the MPSOA under the Legal Defense Fund.

ARTICLE XXVIII- CONSULTATION COMMITTEE

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement, all with the goal of providing the City of Methuen with the best, safest and most effective Police Department possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Union shall designate two (2) representatives, in addition to the President to meet with the Chief on a monthly basis at mutually convenient times to consult as provided herein. The Chief, at his discretion, may request two (2) management representatives to sit with him.

The Union agrees that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union will submit a written agenda of subjects about which it desires to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

By way of example, and not by way of limitation, said agenda subjects might include a discussion of alleged contract violations, the Chiefs revision of the Department rules and regulations, matters affecting the safety of employees, and/or other matters of professional interest.

The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

ARTICLE XXIX - MISCELLANEOUS

Section 1 **Civil Service**

Subject to the provisions of Article X, Section 6, the City and the Union agree to be governed by all applicable Civil Service laws, rules and regulations.

Section 2 **Health Insurance**

The Employer agrees to pay 62% of health insurance premium contributions during the term of this Agreement, while agreeing to maintain the same level of benefits during the term of this Agreement, the Employer reserves the right to obtain health insurance coverage with other than the present carrier.

Should the City, excepting for the Local 122, Federation of State, City and City Employees, pay another Union a sum greater than 62%, then, in that instance, the City will, upon request of the Union, negotiate over the percentage of premium payments.

Section 3 **Mileage Allowance**

All persons covered by the Agreement shall receive the current federal standard rate per mile for use of their personal motor vehicle on Department business.

Section 4 No monies shall be paid out under Section 3 of this Article or under any other provision of this Agreement unless and until an appropriation of funds has been made therefore.

In the event a majority vote of the appropriating authority is not had, the parties agree that none of the cost items negotiated for the fiscal year in question under the Agreement shall be implemented and the parties shall resume bargaining.

Section 5 Unless specifically expressed otherwise in this Agreement, all benefits contained herein that either did not exist prior to this Agreement or improve upon benefits in existence prior to this Agreement shall be retroactive only to the date of execution of this Agreement and in no event prior to that date.

Section 6 **Drug Testing Policy**

The Drug Testing Policy, as implemented in the July 1, 1986-June 30, 1988 Methuen Superior Officers Association contract, signed August 5, 1987, remains in full force and effect.

Section 7 **Residency Requirement**

Pursuant to Mass.Gen.Laws c. 150 E § 99, Superior Officers employed by the City of Methuen shall maintain residency

anywhere within 15 miles of the furthest border of the City. Superior Officers employed by the City of Methuen may live either in the Commonwealth of Massachusetts or the State of New Hampshire, so long as their residence is within the 15 mile limit. This article applies to current active full-time Superior Officers and future full-time Superior Officers and will remain in full force and effect as part of the Collective Bargaining Agreement between the union and the City.

Section 8 **Waiver of Firearm Permit Fee**

Superior Officers and Retired Superior Officers shall receive a waiver of the firearm permit fee.

Section 9 Savings Clause

Should any provision of this Agreement be found unlawful, the remaining provisions shall remain in full force and effect.

Section 10 "Guidelines for the Hiring of Police Officers at Road Construction Sites"

The Chief of Police policy known as "Guidelines for the Hiring of Police Officers at Road Construction Sites" dated November 13, 1991 is incorporated as part of the contract, except that, on page 1, Section I, Paragraph B, the term "by a member of the Methuen Police Department with the rank of Sergeant or above" is deleted and replaced with the term "by the Chief of Police, or his designee".

Section 11 Performance Evaluation

As of the execution of this agreement; a committee shall be established, equally balanced between management and labor, to provide for a policy on performance evaluations. Said committee shall finalize its recommendation to the Chief on or before March 1, 2002. Both parties agree that, in no instance, shall either party utilize performance evaluation forms for disciplinary actions nor shall the forms be used to determine monetary compensation or promotions of a police officer.

Section 12 Supervisory Training School

Selected Superior Officers will be given a schedule for Supervisory Training School Sessions when published by the school or the Municipal Police Training Committee. The superior officer shall select any open session to attend within the upcoming school year.

Section 13 Light Duty

The Light Duty Policy negotiated between the City and the Union reproduced as Exhibit A, is incorporated into the parties agreement.

Section 14 Rules and Regulations

The amended Abuse of Sick Leave Policy Rule 13.11 remains in full force and effect.

Section 15 Police Memorial Day

Individuals actually working on Police Memorial Day shall be paid at the rate of time and one-half.

Section 16 The City agrees that when and if office space becomes available at the Quinn Building it will provide the union with a secure office to conduct union business and store union files, computer equipment, and any other equipment deemed necessary by the union. The City shall also provide when available an adequate area for the union to mount a locked bulletin board to be used for official union notices and postings.

Section 17 **Meal Allowance**

A meal allowance of twenty dollars (\$20.00) per day shall be paid to any officer attending full-day schools.

Section 18 **AED Certification**

Members of the union shall be certified in AED and shall additionally be re-certified and participate in quarterly training as necessary. There shall be no additional compensation associated with this requirement as compensation therefor is included in base pay.

Section 19 **Educational Incentive**

The following shall apply to any Superior Officer who became a member of the City of Methuen Police Force on or before July 1, 2013:

In the event that the provisions of M.G.L. c. 41, section 108L have been rescinded or for some reason no longer apply to the members of the bargaining unit, including but not limited to the Commonwealth's lack of funding or reimbursement, then bargaining unit members shall continue to receive, from the City, 100% of the total educational incentive payments (percentages) to which they are entitled on the day just prior to the section 108L rescission or non-applicability. Any bargaining unit member, who has not achieved or attained a level of educational incentive payment prior to the rescission of M.G.L. c. 41, section 108L, or its non-applicability for any reason to members of the bargaining unit, shall be entitled to the educational incentive payments (percentages) from the City upon achieving or attaining the levels stated in M.G.L. C. 41, section 108L on the day just prior to its rescission or non-applicability for any reason.

Any Superior Officer who became a member of the City of Methuen Police Force after July 1, 2013 shall receive the following educational stipends:

Associates degree:	\$2,000
Bachelor's degree:	\$4,000
Master's degree:	\$6,000

Those stipends will be paid exclusive of the provisions of M.G.L. c. 40 § 108L, which provisions shall not apply to Superior Officers who become members of the City of Methuen Police Force after July 1, 2013. Said stipend shall be paid during the first pay period in December of each fiscal year.

Section 20 Pre-Paid Legal

The MPSOA and the Mayor agree to review the Pre-Paid Legal language for the possible allocation of these funds to subsidize gap insurance for liability coverage.

Section 21 Volunteerism

Superior Officers can volunteer up to 8 hours per year without objection from the Union. If an officer wants to volunteer beyond the 8 hour cap, said request must be brought to the Union for consideration. Volunteer time may not be given in situations that would typically result in hiring a detail officer or hiring an officer on overtime. The Chief of Police and the Union shall mutually determine a list of events, instances or circumstances where volunteer time may be given.

Section 22 Physical Fitness Standards Test

Members of the Methuen Police Superior Officers Association may annually voluntarily participate in the Physical Fitness Standards Test. Upon completing and passing all the standards the MPSOA member shall receive the annual stipend of \$1,200.

Each year those members who wish to participate will submit a letter of participation to the office of the Chief of Policy between April 1 and April 15. The Chief or his/her designee shall post by April 30¹¹¹ the scheduled dates of attendance for each officer for the physical fitness standards testing. The testing shall take place between May 15¹¹¹ and May 29¹¹¹.

The Chief or his/her designee will cause to be created a list of those who have passed the standards test and will forward this list to the city auditor by May 30¹¹¹ for payment of this stipend in the next fiscal year. In the event an officer takes and does not pass the Standards Test, he/she shall be allowed one(1) retest upon request of the officer.

It is further agreed that said Fitness Standards Test shall not be used to determine fitness for duty.

Physical Fitness Standards Test

Officer: _____ Platoon/Unit: _____

Officer must meet or exceed the following standard to pass the MPD Physical Fitness Standard.

Males	Sit Ups in 1 minute	Run- 1 Mile	Push-ups in 1 minute
20-29	40	8:12	33
30-39	36	8:34	27
40-49	31	9:53	21
50-55	26	11:15	15
56-59	22	12:00	12
60-65	19	13:30	10
Females			
20-29	35	9:42	20
30-39	27	10:17	14
40-49	22	10:58	13
50-55	17	11:45	9
56-60	15	13:00	8
61-65	14	14:30	7

The Trigger Pull Event

This event consists of raising a handgun and squeezing the trigger six (6) times with each hand. The time limit is 7.1 seconds.

Certification

I hereby certify that on, __/__/__, Officer _____ successfully completed the MPD physical fitness standards for age group ____ by completing:

1. _____ Sit ups in one (1) minute,
2. Running ____ mile(s) in __: __ minutes,
3. Completing _____ push-ups in one (1) minute, and
4. Completing six (6) trigger pulls with each hand in 7.1 seconds.

Date: _____

Section 23 **Indemnification**

The City agrees that pursuant to and to the extent allowed by the provision of G.L. c. 258 § 9 it shall defend, save harmless and indemnify each superior officer against any tort, professional liability claim or demand arising out of an alleged act or omission occurring in the performance of the superior officer's duties. This Section shall not apply to any action brought by the City under G.L. c. 31 or any appeal therefrom.

Section 24 **Bi-Weekly Pay and Direct Deposit**

The City may, in its discretion, elect to pay employees bi-weekly and to require direct deposit payments.

Section 25 **Protective Vest/Hazardous Duty and Technology Compensation**

Union agrees to implement a Mandatory Wear Protective Vest policy, and to work with the Chief regarding said policy.

Effective July 1, 2018: union members shall receive 1% to be rolled into their base pay for hazardous duty compensation and the training and administration of technology. Said increase will be considered base pay for all purposes.

Effective July 1, 2019: union members shall receive an additional 2% to be rolled into the base pay for hazardous duty compensation and the training and administration of technology. Said increase will be considered base pay for all purposes.

Section 26 **GPS**

Union agrees to accept GPS and will work with the Chief of Police to implement a GPS policy.

Section 27 **Settlement Agreement between the City and Union**

In settlement of the grievance from December 18, 2014 as amended and incorporated here involving payment of education incentive, aka Quinn Bill, during buy back of officer's time by the City of Methuen, the parties agree to adopt the following: Effective July 1, 2017

1. The City agrees that it will include the education incentive/Quinn Bill pay on all accrued time and all accumulated time shall be bought back by the City upon an officer's retirement.
2. The Union agrees that it will not pursue restitution of any Quinn Bill funds allegedly owed to any officers who retired before the date of this agreement.

ARTICLE XXX-STABILITY OF AGREEMENT

The parties to this Agreement may from time to time make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing in acceptable language, and appended to the body of this Agreement; provided, however, neither party shall be obligated to negotiate with the other during the term of this Agreement.

Failure of the City or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or of the Union, or of any such employees to the future performance of any such term or provision and the obligations of the Union and the City or such employee for such future performance shall continue in full force and effect.

ARTICLE XXXI-DURATION OF AGREEMENT

The duration of this contract shall be from July 1, 2017 to June 30, 2020. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party, in writing, no more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration date. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee, for the purpose of discussing such amendment, modification, or termination. The provisions of this Contract shall remain in effect until the approval of a successor contract.

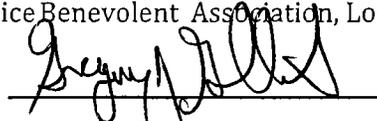
In witness whereof, the City of Methuen and the Methuen Police Superior Officers Association, New England Police Benevolent Association, Local 17 have caused this instrument to be signed by their authorized representatives this 31 day of August 2017.

City of Methuen

Methuen Police Superior Officers

New England Police Benevolent Association, Local 17

By: _____



Gregory J. Gallant
President, Local 17

Mayor Stephen N. Zanni

APPENDIX 6: POLICE CHIEF EMPLOYMENT CONTRACT,
DATED FEBRUARY 16, 2017

APPROVED

2/21/17 RH

C-17-15

POLICE CHIEF EMPLOYMENT CONTRACT

Agreement made this 16 day of February, 2017, by and between the CITY OF METHUEN, by and through its Mayor, Stephen N. Zanni, III (hereinafter the "CITY" or "CITY OF METHUEN"), and Joseph Solomon of Methuen, Massachusetts (hereinafter the "CHIEF" or "CHIEF OF POLICE").

WHEREAS, the CITY is desirous of securing the services of the CHIEF in the administration of the Police Department; and the Emergency Management Director and the Harbor Master; and

WHEREAS, the provisions of Chapter 41, § 1080 allow and provide for an employment contract between the CITY and the CHIEF of POLICE; and

WHEREAS, the CHIEF is willing to perform the duties of the position of CHIEF OF POLICE, Emergency Management Director and the Harbor Master, according to the terms and conditions of this Employment Contract;

NOW, THEREFORE, the CITY and the CHIEF hereby agree that the following terms and conditions shall, subject to annual appropriation, govern the salary and fringe benefits payable under this contract to which said CHIEF shall be entitled as CHIEF OF POLICE, along with the other titles and duties defined herein.

1. DUTIES

The administrative control of the Police Department for the CITY shall be the responsibility of the CHIEF OF POLICE.

The Chiefs duties shall include compliance with the Massachusetts General Laws, Code of Massachusetts Regulations, and City Ordinances and shall further include but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget when requested or required in order to ensure the proper communication.
- D. Submission of reports to the CITY either orally or in writing when requested or required in order to ensure the proper communication between the CITY and the Police Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and vehicles specifications for the Police Department.
- H. Being in charge of all special, auxiliary, Intermittent and/or reserve police officers, if any.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- K. Being available for hearings before any Board of the CITY at which the Police Department is required to appear and before the CITY COUNCIL Meetings when necessary.
- L. Being responsible for planning, organizing, directing, staffing and

coordinating police operations.

M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

N. Any additional duties that are prescribed by the City Charter, the City's Ordinances, and/or reasonably assigned by the Mayor.

2. HOURS OF WORK

A. The Chief's responsibilities encompass a twenty-four (24) hour-a-day, seven (7) day-per week schedule. Oftentimes he is called upon to respond to emergency situations at any time of the day, night or week. The Chief further agrees to devote that amount of time and energy, which is reasonably necessary.

B. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside the normal office hours to the business of the CITY and to that end, the CHIEF OF POLICE shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact Department operations *l e a st*.

3. INDEMNIFICATION

The CITY agrees that pursuant to and to the extent allowed by the provisions of Chapter 258, §9 of the General Laws, it shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability claim or demand arising out of an alleged act or omission occurring in the performance of the CHIEF'S duties as Police Chief of the CITY. This provision shall survive the termination of this contract.

4. INSURANCE

A. Professional Liability

The CITY agrees to furnish at its expense professional liability insurance for

the CHIEF OF POLICE with liability limits of One Million (\$1,000,000.00) Dollars.

B. Miscellaneous

The CHIEF OF POLICE shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The CITY agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

C. Injured on Duty

As a sworn police officer, the CHIEF OF POLICE shall be entitled to injured-on-duty benefits as provided in Chapter 41, Sections 100 and 111F of the Massachusetts General Laws.

5. DUES AND SUBSCRIPTIONS

The CITY agrees to budget and to pay for the professional dues and subscriptions of the CHIEF OF POLICE for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the CITY, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, The Massachusetts Major City Chiefs Association, and the applicable regional police chiefs association.

6. PROFESSIONAL DEVELOPMENT

The CITY recognizes its obligations to the professional development of the CHIEF OF POLICE, and agrees that the CHIEF OF POLICE shall be given adequate

opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the CHIEF OF POLICE will be allowed to attend the Massachusetts, Massachusetts Major City Chiefs, New England and International Chiefs of Police Association training conferences and the three (3) School Safety Advocacy Council's conferences/trainings each year without loss of vacation or other leave, and will be reimbursed by the CITY for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The CITY also agrees to budget and pay for travel and subsistence expense of the CHIEF OF POLICE for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

7. DEATH DURING TERM OF EMPLOYMENT

If the CHIEF OF POLICE dies during the term of his employment, the CITY shall pay to the CHIEF'S estate all the compensation which would otherwise be payable to the CHIEF OF POLICE up to the date of the CHIEF'S death, including, but not limited to, full payment to include education incentive/Quinn incentive for any previously accrued but unused vacation time, personnel time, sick time, compensatory time, contractual time and any other contractual buybacks or retirement buyback benefits.

8. DISCIPLINE OR DISCHARGE

A. As a civil service police chief, it is acknowledged that the Chief can be disciplined pursuant to G.L. c. 31, § 41 only for just cause, upon proper notice and only after a hearing before the appointing authority and his/her designee, at which the Chief shall have the right to be represented by counsel and to present evidence. At any such hearing, the Chief shall have the option of choosing whether or not the hearing shall be closed to the public or be open to the

public. The principle of progressive discipline will apply, unless a particular issue warrants, in the opinion of the appointing authority and subject to further review as described below, a higher level of discipline.

B. Following any imposition of discipline, the Chief has the right to challenge discipline that is subject to the jurisdiction of the Civil Service Commission to that body. For any discipline that is not subject to the jurisdiction of the Civil Service Commission, or for any discipline that is subject to the jurisdiction of the Civil Service Commission but as to which the Chief provides a written notice that he will forego his right to appeal before the Civil Service Commission in favor of arbitration, the Chief may appeal the discipline to an arbitrator. The City and the Chief may endeavor to agree upon a mutually acceptable arbitrator but, if unable to agree upon an arbitrator within five business days of the discipline, a demand for arbitration thereafter may be filed by the Chief with the American Arbitration Association for the selection of an arbitrator according to its normal and usual business practice procedures. The arbitrator selected will be empowered to decide whether just cause exists to discipline the Chief. Either party may appeal the arbitration award to the Superior Court as allowed by law.

C. The City and the Chief will be responsible for their own fees and costs, and will split the cost of the arbitration process equally, including the arbitrator's fees, provided however, that in the event that the discipline of the Chief is reversed or modified by the arbitrator or a court, the Chief is entitled to his back pay, lost benefits, interest on his back pay and lost benefits at the statutory rate of 12% per year, as well as payment for all legal fees and expenses incurred through the disciplinary and appeal processes.

9. COMPENSATION

A. The Police Chief's Salary shall be established under the provisions of

Massachusetts General Laws, Chapter 48, Section 57G. Pursuant thereto, said salary shall be calculated at a ratio of 2.5 times the highest paid permanent, full time police officer for the period beginning on the date of execution hereof until June 30, 2017. As of July 1, 2017, and continuing for the length of this agreement and any extensions of this agreement, said salary shall be calculated at a ratio of 2.6 times the highest paid permanent, full time police officer.

a) Night Shift Differential

In addition to the foregoing salary and during the term of this Agreement, including any extensions, the Chief shall also be paid a night differential equal to the highest applicable amount or percentage available to officers of any rank of the Police Department of his base pay. Said differential shall not be treated as part of his base pay or for any other purpose.

b) Firearm Permit Fee

Once retired the chief shall receive a waiver of the firearm permit fee.

10. USE OF A MOTOR VEHICLE

The CITY shall provide a police vehicle for use by the CHIEF OF POLICE and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE and for his professional growth and development. It may be used by the CHIEF for personal reasons, since the CHIEF is "on-call" in the event of emergency.

11. NO REDUCTION OF BENEFITS

The Chief shall receive the maximum of the following benefits: at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, longevity pay, educational incentive pay/Quinn, uniform and cleaning allowance, health and life insurance,

contractual time, training/seminar compensation time, hazard duty pay and other benefits, and all other retirement buyback benefits to include educational incentive/Quinn incentive as do any of the regular police officers of any rank of the CITY receive as of the execution date of this contract. In order to promote the health and safety of the Chief, at least one week of vacation must be taken per fiscal year, any vacation hours earned or accrued for the present fiscal year or for any previous or subsequent years may be sole back to the City such time being calculated into his annual salary. If in any one year the Police Chief exceeds the 265 day (2,120 hour) cap on accumulation of sick days, the municipality will pay annually, as of June 30th of each fiscal year, to the Police Chief, an amount equal to half the full value of a day, per eight-hour day, for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

12. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

14. LAW GOVERNING

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

15. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

16. LENGTH OF CONTRACT

A. The initial term of this Contract shall be for a period commencing March 1, 2017 and ending February 28, 2022. However, this Contract may be extended as

provided by its terms. This provision is pursuant to G.L. c.41, § 1080.

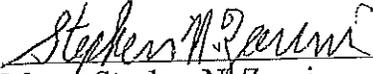
B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract or extensions no less than one hundred and eighty days prior to the end of its initial or any extended terms, this Contract shall automatically renew for a term of two years. However the terms of this Agreement shall remain in full force and effect until an extension hereof or successor agreement is agreed upon and approved.

C. In the event the CHIEF OF POLICE is discharged or in the event the CHIEF OF POLICE resigns or retires before the expiration of the then applicable term of employment, the CHIEF will be entitled to receive full payment for the full balance of any previously accrued but unused vacation time, personnel time, sick time, compensatory time, contractual time and any other contractual buybacks that the Police Chief may be entitled to unless the parties otherwise agree in writing.

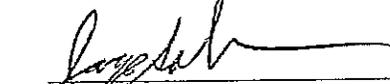
D. Involuntary Resignation: In the event the Chief resigns following a formal suggestion by the City that he resign before the expiration of the then applicable term of employment; the City agrees to pay the Chief a lump sum severance payment equal to the balance of any term of the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal to this instrument on the 16 day of February, 2017.

CITY OF METHUEN

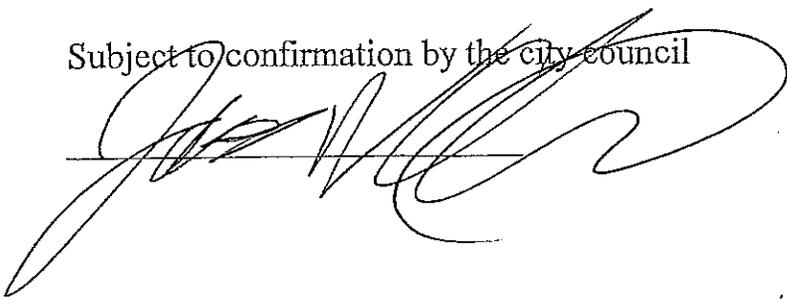

Mayor Stephen N. Zanni

CHIEF OF POLICE


Joseph E. Solomon

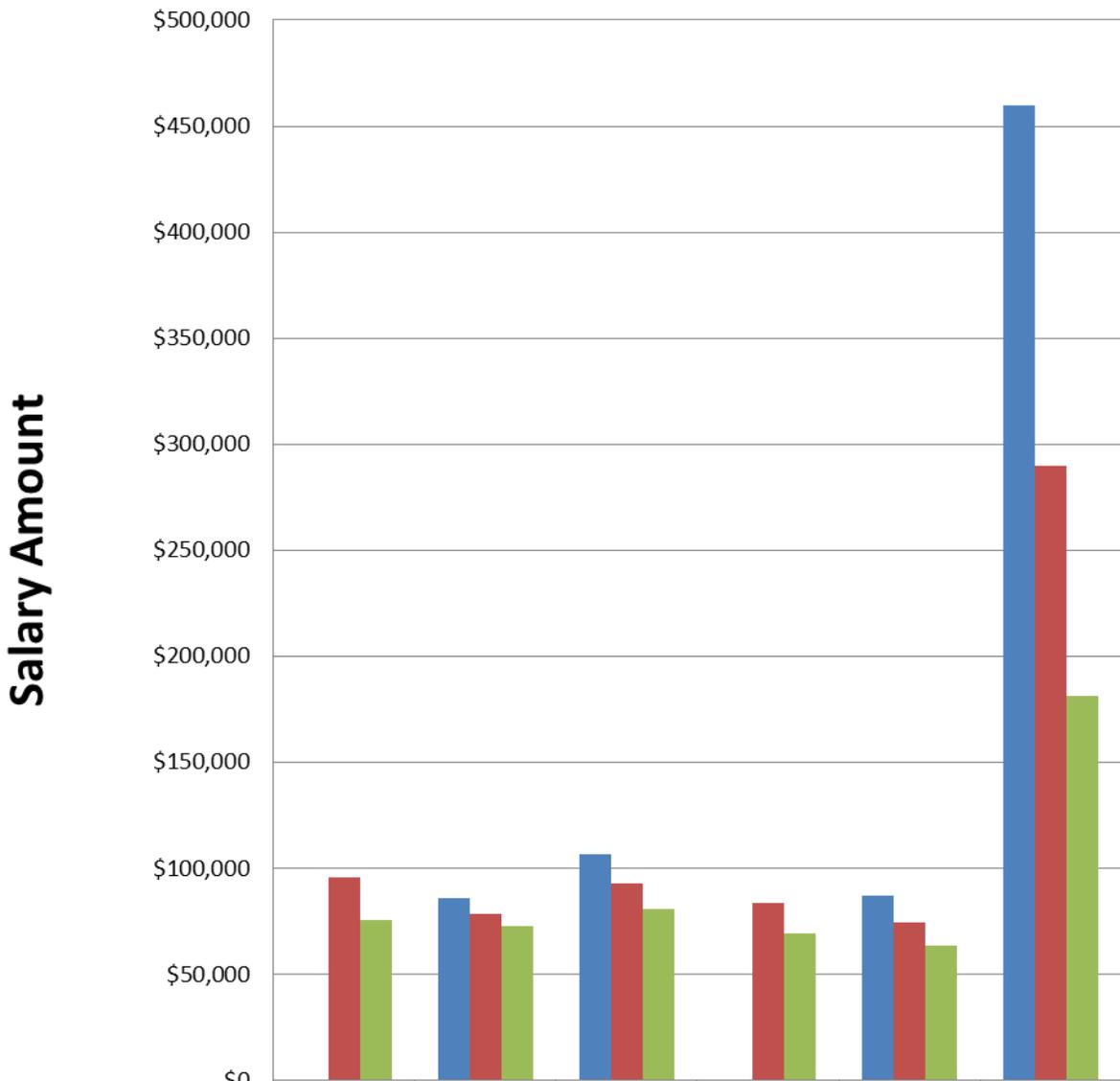
Subject to confirmation by the city council

Date: 2/21/19

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and difficult to decipher.

APPENDIX 7: COMPARABLE CITIES' SUPERIOR OFFICER PAY (2018)

Comparable Cities' Superior Officer Pay (2018)



	Andover	Haverhill	Taunton	North Andover	Lawrence	Methuen
■ Captain Base Salary		\$86,034	\$106,722		\$87,317	\$459,906
■ Lieutenant Base Salary	\$95,739	\$78,365	\$92,801	\$83,726	\$74,625	\$289,834
■ Sergeant Base Salary	\$75,649	\$72,929	\$80,697	\$69,392	\$63,786	\$181,298