



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-TWO

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CITY OF AMESBURY, MA

SPONSORED BY: *Kassandra Gove* **BILL No. 2022- 138**
Kassandra Gove, Mayor

An Order to fund the employment agreement between the City of Amesbury and the Amesbury Superior Officers Union, I.B.P.O., Local 99-629 dated July 1, 2022 to June 30, 2025.

Summary: This appropriation will transfer \$65,464.23 from FY23 Reserves to the Police Department Personal Services to fund the FY 2023 portion of the 3-year labor contract between the City of Amesbury and the Amesbury Superior Officers Union, I.B.P.O., Local 99-629.

Pursuant to Chapter 95, Section 95-2 of the City Ordinances, the initial request for appropriations for funding of a labor contract agreement must be submitted by the Mayor as a unique measure separately from the annual operating budget and be accompanied by a copy of the contract for which funding is requested.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

To authorize a transfer of \$65,464.23 from FY23 Reserves to the Police Department Personal Services to fund the first year cost items associated with the collective bargaining agreement between the City of Amesbury and the Amesbury Superior Officers Union, I.B.P.O., Local 99-629, with a term of July 1, 2022 to June 30, 2025.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF AMESBURY
AND
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL 99-629
September 9th, 2022**

NOW COMES the City of Amesbury (“the City”) acting by and through its Mayor and the IBPO (“the Union”) acting by and through its executive board who hereby agree as follows:

WHEREAS, the City and the Union are parties to a collective bargaining agreement that expired on June 30, 2022;

WHEREAS, the parties have engaged in good faith negotiations and have reached a successor agreement, subject to ratification and appropriation of funds;

NOW, THEREFORE, the parties agree as follows:

1. All terms of the previous collective bargaining agreement remain in force and effect except to the extent the parties agree to specific amendments.
2. The parties prepare and sign an integrated collective bargaining agreement at the conclusion of negotiations and that the terms of the agreement shall become effective after the signing of the agreement and funding.
3. The parties agree to amend Article 2: Seniority to the following language.

Seniority within the Amesbury Police Department shall commence from the date of appointment as permanent full-time member of the Amesbury Police Department there to be determined by the marks achieved by officers entering on the same date and as set out in the Civil Service regulations. However, for the purposes of shift bidding, vacation and overtime preferences for Superior Officers seniority shall be measured from the date of appointment within the superior officer’s union as a sergeant.

4. The parties agree to amend Article 4: Special Leave, Section 4.1(d) to the following language.

~~(d) Sergeants shall substitute with another Sergeant. In the situation where a sergeant is unable to substitute with another Sergeant, a patrolman may be substituted with approval of the Chief of Police~~

4.1(d) Only supervisors can sway or substitute within their prospective ranks. There will be no out-of-rank substitutions or swaps.

5. The parties agree that Article 5: Uniforms and Equipment be amended to provide that the allowance be raised to the amount of \$2,500 and that the parties acknowledge that the payment is taxable.

6. The parties agree to amend Article 6: Extra Paid Details, to increase the detail rate to \$65.00 effective upon ratification of the contract by both sides.

7. The parties agree to amend Article 6: Extra Pay Details, Section 6.4 by adding the sentence:

When the Chief of Police ~~a detail~~ requires a superior officer to be in charge, the superior officer will be paid time and one half the applicable detail rate.

8. The parties agree to amend the night shift differential by:

FY23

- Raising the current \$1.25 per hour to \$1.50 per hour for Evening Shifts (11am to 9pm, 2pm to 12am, and 5pm to 3am,)
- Raising the current \$1.50 per hour to \$1.75 per hour for Late Night Shift (9pm-7am)

FY24

- Raising the current \$1.50 per hour to \$1.75 per hour for Evening Shift (11am to 9pm, 2pm to 12am, and 5pm to 3am,)
- Raising the current \$1.75 per hour to \$2.00 per hour for Late Night Shift (9pm-7am)

FY25

- Raising the current \$2.00 per hour to \$2.25 per hour for Late Night Shift (9pm-7am)

9. The parties agree to amend the contract to allow shift bidding by seniority on an annual basis by insertion of the following into the contract:

- i. Bidding will be for shift preference only (7am-5pm, 5pm-3am, 9pm-7am) assignment to a particular line will remain at managements discretion
- ii. Bidding for shifts will be on an annual basis. Shift bids requests will be submitted no later than December 1st and be assigned by the second week in January.

10. The parties agree to amend Article 7: Overtime to the following language:

Supervisors shift overtime will be filled with Supervisors. The Supervisors overtime and forced list will remain separate from patrolman's list for forces and overtime involving shifts only. When there is departmental overtime that is not shift related the overtime/forced lists will be combined based on departmental seniority. All Superior Officers hours/shifts will be filled by Superior Officers. Only Superior Officers may be forced for a Superior Officer shift. Supervisors will not be forced for patrol shifts.

11. The parties agree to amend Article 8: Sick leave to the following language:

8.3 Permanent full-time Superior Officers shall accrue sick time at the rate of ten (10) hours a month and may accumulate sick leave time up to the maximum of 1200 hours. Any permanent full-time Superior Officer who retires for any reason shall be paid a lump sum of money equal to 50% of the officer's accumulated sick time at the officer's hourly rate of pay at the time of retirement. Upon the death of an officer, 50% of the amount of sick leave credited to or due such an employee shall be paid to the employee's estate. Sick leave buy back upon retirement or death shall be capped at ~~\$15,000~~ \$20,000.

12. The parties agree to amend Article 10: Holidays to allow for the addition of Juneteenth as a holiday beginning July 1, 2022, for a total of twelve (12) holidays; six (6) to be paid in time or money before first pay period in November and six (6) to be paid in time or money before the first pay period in June.

13. The parties agree to amend Article 17: Wages by providing for wage increases.

07/01/2022 2.0%

07/01/2023 2.5%

07/01/2024 3.0%

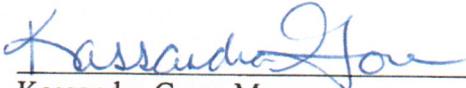
Retroactive pay will be to members of the bargaining unit as of the date of union ratification.

14. The parties agree that Article 15: be amended-as follows: Superior officers in charge of the Detective Division may work an administrative schedule consisting of Monday through Friday, 7am-3pm, 40 hrs. a week, which will include a 3% pay increase. Holidays will be in paid days off. Mandatory training days for officers assigned to the administrative schedule will be completed while on duty. The administrative Sergeant in charge of detectives will be filled on a volunteer basis first. In the event there are no volunteers' vacancies will be filled by reverse seniority which will consist of the least senior Sergeant being placed into that position.
15. The parties agree that Article 15 be amended by deleting paragraph 15.6.
16. The parties agree that Article 17: Wages to be amended by adding the payment of \$1,000 for officers who plan and submit retirement paperwork 1 year prior to retirement.
17. The parties agree (in accordance with the previously signed MOA which is attached hereto and incorporated by reference):
- a. Addition to Article 1: "adding the words" "All Full Time Lieutenants" Wages to allow for the addition of a Pay scale that includes the rank of Lieutenant.
 - b. Addition to Article 15: "Lieutenants shall work a four day on, four day off schedule 1400-0000

- c. Addition to Article 17: "The pay rate for Police Lieutenant is 15% higher than that of a Sergeant"

CITY OF AMESBURY

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, LOCAL 99-629


Kassandra Gove, Mayor

