

**Collective Bargaining Agreement
By & Between the**

City of Marlborough



and the

**Marlborough Police Patrol Officers
Association**

New England Police Benevolent Association, LOCAL 81



July 1, 2021 – June 30, 2024

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THIS AGREEMENT is made by and between the City of Marlborough, hereinafter referred to as the "City" and the New England Police Benevolent Association, Inc., hereinafter referred to as the "Union."

ARTICLE I RECOGNITION CLAUSE

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full time Police Officers of the Marlborough Police Department, excluding the Chief of Police, Police Cadets, Traffic Supervisors, Police Matrons, Crossing Guards, Custodians, Police Ranking Officers and Secretary to the Chief of Police. A Police Officer who has been provisionally promoted to a higher rank will remain a person covered by the Agreement but will receive the pay and benefits specified for such higher rank.

ARTICLE II MANAGEMENT RIGHTS CLAUSE

The City will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management, including, but not limited to, the following:

- A. The determination of employee classifications;
- B. The increase, diminishment, change or discontinuation of operations in whole or in part;
- C. The alteration, addition or elimination of existing methods of police equipment, police facilities or programs;
- D. The determination of the location, organization, number and training of personnel;
- E. The granting and scheduling of leaves;
- F. The scheduling and enforcement of working hours;
- G. The assignment and requirement of overtime;
- H. The determination of whether goods should be leased, contracted or purchased;
- I. The hiring of employees, including the determination of qualifications and requirements for the position;
- J. The demotion, suspension, discipline or discharge of permanent employees for just cause;
- K. The relief of an officer from his/her shift due to the incapacity of the officer to perform duties;
- L. The layoff or relief of employees due to lack of funds, or work; and
- M. The making, amendment, and enforcement of rules and regulations and operating and administrative procedures from time to time as the Department deems necessary, subject to impacting bargaining.¹

¹ The parties agree that the Chief of Police and the Union shall establish a sub-committee related to the Department's efforts to become accredited.

**ARTICLE III
EMPLOYEE RIGHTS**

Police Officers shall have and shall be protected in the exercise of their rights, without fear of penalty or reprisal to join and assist the Union. No representative, departmental officials or agent of the City shall:

- A. Interfere with, restrain or coerce Police Officers in the exercise of their right to refrain from joining the Union.
- B. Interfere with the formation, existence, operation, or administration of the Union.
- C. An official or duly designated member of the Union if reasonably requested by the Union, shall be granted by the Chief of Police a leave of absence for a reasonable period of time with no loss of pay or benefits to attend a meeting of the Mayor and City Council of the City, or the General Court of the Commonwealth of Massachusetts, concerning a matter or matters relative to the Union or a member thereof.
- D. The Union officers and representatives are as follows: President, Vice-President, Secretary and Treasurer.
- E. The Union shall keep the Employer informed of any changes in the roster of its officers or representatives.

**ARTICLE IV
STABILITY OF AGREEMENT**

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

Section 2: Any portion of this Agreement found to be in conflict with any ordinance or applicable statute now in effect, or introduced at a later date, will be null and void. However, all other provisions of this Agreement will remain in effect.

**ARTICLE V
PRIOR BENEFITS AND PRESERVATION OF RIGHTS**

The City of Marlborough agrees that all rights previously enjoyed by the Police Officers will remain in effect unless specifically abridged or modified by this contract. In the event the City proposes in writing to change, diminish or eliminate such previously enjoyed right which is not expressly covered by this Agreement, both parties will bargain in good faith over the proposed change. The City may submit any dispute over the proposed change to expedited arbitration in which the arbitrator will determine whether the Union is acting unreasonably or in bad faith in refusing to agree to the proposed change, and, if so, whether such change should be implemented. Such submission shall be to the American Arbitration Association in accordance with its rules and regulations, with the cost of same borne equally by both parties.

**ARTICLE VI
UNION RIGHTS**

Section 1: A Union official and an aggrieved Police Officer shall be granted a reasonable amount of time, in pay status, to attempt to resolve problems or grievances. Permission to

leave one's station or job to accomplish the foregoing must be requested of the immediate supervisor of said official and/or Police Officer. Said requested permission is to be granted within a reasonable time by the immediate supervisor of said official and/or Police Officer.

Section 2: The members of the Union Bargaining Committee, not to exceed three (3) who are scheduled to work a day tour of duty during collective bargaining negotiations, may be excused from duty without loss of pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, or supplements thereto.

Section 3: A maximum of six (6) days without loss of compensation shall be allowed annually for elected local union officers to attend state, district, regional and national union meetings, conferences, seminars and conventions, except that during years in which the national union convention is held, not to exceed one (1) in every three (3), the total days allowed shall be twelve (12). A maximum of two (2) officers per shift shall be allowed to attend the above-referenced meetings, provided the Union notifies the Chief at least seven (7) days in advance of said meetings. The elected Local Union officers shall include the President, Vice-President, Secretary and Treasurer.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1: All controversies arising out of the interpretation or application of this Agreement, except as specifically noted, will be processed in the manner detailed in Steps 1 through 4, below. Failure to provide, within the established time limits, the required written response to a grievance, shall be deemed to be a denial of the grievance and the Union and/or aggrieved Patrol Officer may proceed to the next Step. The calculation of time at each step is based on working days, excluding Saturday, Sundays and holidays.

STEP 1 Within twenty (20) days of the occurrence of a grievable event, a Union Representative and/or aggrieved Patrol Officer may file a written grievance with the Captain having responsibility for the grievant's organization unit. Within ten (10) days of receiving a written grievance, the Captain shall meet with the Union Representative and the aggrieved Patrol Officer to review and discuss the grievance. Five (5) days after such meeting, the Captain shall provide the Union Representative and the aggrieved Patrol Officer with a written response to the grievance.

STEP 2 If the grievance or dispute is unresolved at Step 1, it should be presented in writing, by the aggrieved Police Officer of the Union to the Chief of Police within seven (7) days after completion of Step 1, excluding Saturday, Sunday and holiday. The Chief of Police and a Union representative shall meet as speedily as possible to discuss the grievance or dispute, but such meeting shall be held within ten (10) days of receipt of the grievance. Within five (5) days after the meeting, the Chief of Police shall forward to the Union a written disposition of the grievance.

STEP 3 If the matter remains unadjusted, the Union may within five (5) days after receipt of the Chief's disposition of the grievance forward the grievance along with the Chief's disposition to the Mayor. The Union and the Mayor or his

designee shall meet on the grievance within ten (10) days of the receipt of the grievance and within five (5) days thereafter, the Mayor or his designee shall forward to the Union his disposition of the grievance.

STEP 4 If the grievance remains unresolved, the Union may refer the grievance for final and binding determination upon the parties to the American Arbitration Association in accordance with its rules and regulations, with the cost of same borne equally by both parties.

A grievance shall be deemed waived unless it is submitted at Step 1 within twenty (20) working days after the employee or the Union had knowledge or reason to know of its occurrence or unless it is submitted to arbitration at Step 4 within twenty (20) working days after the Mayor's answer is received at Step 3. The Union reserves the right to submit a grievance to arbitration when more than twenty (20) days have elapsed after the Mayor's answer is due.

Section 2: ARBITRATION

- A. The arbitrator shall have the authority to settle only grievances defined herein and the decision of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be shared equally by both parties.
The arbitrator's decision shall be supported by substantial evidence on the record as a whole. The decision shall be in writing with a full statement of findings and reasons.
- B. Any expenses incidental to arbitration shall be borne equally by both parties.
- C. The arbitrator shall have no power to later amend, modify, add to, or subtract from this Agreement. The arbitrator may arbitrate only the question presented by the grievance and shall have no power to hold hearings or render awards regarding other matters, including matters that are not arbitrable.
- D. Either party has the right to cause a stenographic transcript to be made of the arbitration proceedings at said party's own expense.
- E. Nothing outlined in the preceding paragraphs shall deprive the City of Marlborough of the right to utilize the grievance procedure on its own behalf, including the final step of arbitration.

Section 3:

- A. During all of the steps of the grievance procedure, the aggrieved party or parties, if he/she or they desire, may be accompanied by a union representative and/or a member of the Association Grievance Committee. An aggrieved party, if he/she desire, may be accompanied by union counsel at Step 3 and Step 4 of the grievance procedure.
- B. The time limits specified in the preceding paragraphs of this article may be extended in writing by mutual consent of the parties. If the City fails to respond within a specified time limit, the Union shall be entitled to bring the grievance to the next level. If the Union fails to file a grievance or an appeal within the specified time limit, the grievance shall be waived.

ARTICLE VIII CIVIL SERVICE

At the time that the Legislature of the Commonwealth of Massachusetts exempts the Union's bargaining unit positions from the application of G.L. c. 31, Civil Service, then and only then, Article VIII, Civil Service, shall be deleted. The effective date will be whenever the legislation is passed and signed by the Governor.

The union will not oppose the City's application to remove its position from Civil Service.

ARTICLE IX PROMOTIONS

Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism or seniority alone. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

POLICY

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Mayor is the Appointing Authority. No employee will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category. When a vacancy occurs within the Union, the City shall fill the position within a reasonable amount of time from the date the position becomes vacant.

PROCEDURES

Promotions of sworn personnel are processed under the direction of the Chief of Police.

His/her duties shall include:

- A. Posting written announcements of any scheduled promotional opportunities;
- B. Coordinating with any companies or consultants contracted to participate in the promotion process;
- C. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations are kept in a secure location; and will remain confidential to the extent provided through this agreement; and
- D. Maintaining copies of active promotion lists.

TESTING / SCORING MATERIALS

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Chief of Police. Promotional material shall be retained by the Chief of Police for the officer's duration of employment. These include:

- A. Interview questions and score sheets; and
- B. Assessment Center questions, exercises, evaluations and other related materials.

NOTICE OF A PROMOTIONAL PROCESS

The Chief or his/her designee shall advise all affected personnel of an upcoming promotional process no less than 90 days in advance of the assessment date by:

- A. Immediately posting the notice in a prominent place within the police station;
- B. Forwarding the notice to supervisors to be read at roll call; and
- C. Forwarding an electronic copy through the department's email system.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty or otherwise not likely to receive notice shall be sent a copy of the assessment notice by email or first-class mail.

ELIGIBILITY

For employees hired prior to the date of this Agreement: To be eligible for promotion to the rank of Sergeant the candidate must have three (3) full years of permanent full-time service with a police department as of the assessment date.

For hired on or after the date of this Agreement: To be eligible for promotion to the rank of Sergeant the candidate must have three (3) full years of permanent full-time service with a police department as of the assessment date, and have a minimum of an associate's degree.

PROMOTIONAL PROCESS

Promotions to the rank of Sergeant may be based on an assessment center evaluation and an oral board. Written exams may be used at the discretion of the City.

Assessment center evaluations will be given when determined by the Chief of Police, however all vacancies will be filled within a reasonable amount of time following the vacancy. The City will consult with the Union and determine the process for assessment centers and provide that to the Union in advance.

Assessment results are valid for one promotional process following the assessment unless otherwise agreed by the parties, but no eligibility list will exceed one (1) year from the date of the assessment.

One (1) Union representative may attend the assessment center for observational purposes, pursuant to the reasonable guidelines established by the organization conducting the assessment center. If available, videotapes of the assessment center may be reviewed by a team of representatives of the City and Union solely for the purposes of an appeal process.

In the interest of career development, the Chief of Police shall make every effort to meet with candidates once the promotional process is complete for purposes of providing feedback to candidates. To the extent possible, assessment center representatives will debrief the candidates regarding their performance in the promotional process.

CANDIDATE INTERVIEWS

In addition to an assessment center, nothing shall prevent the City from conducting an interview of the candidates, to include oral boards. Interviews shall be conducted from a prepared list of questions, reviewed by a union representative, and the board(s) will rate responses.

CANDIDATE SELECTION

The Chief of Police shall make a written recommendation for promotion from the list of eligible candidates based on the following criteria:

- A. Job related experience, including veteran status;
- B. Performance evaluation in his/her present position (including contributions to the department);
- C. Results of Assessment Center, written exam, and interview;
- D. Supervisory evaluation of the employee's promotion potential;
- E. Sick Leave record;
- F. Formal education and training;
- G. Disciplinary record of the employee; and
- H. Work ethic and initiative.

FINAL SELECTION

The Mayor is the Appointing Authority and shall determine the final selection of a candidate for promotion. The parties agree that the Union shall have the right to grieve and arbitrate alleged violations of the Promotion Procedure, provided that any grievance cannot challenge any written exam question, any question or score from an oral interview or any question asked during interviews through the promotional process. No individual who is not a member of the bargaining unit shall have the right to grieve any aspect of the Promotion Procedure. No individual shall have the right to arbitrate alleged violations of the Procedure without the approval of the Union. The arbitrator will not have the right to order a particular candidate to be promoted but will have the right to have the promotional process re-done. The Mayor's decision on promotion will stand until the new promotional process is complete. If the officer who was originally promoted is not selected after the new promotional process, he/she shall be returned to the previous rank held.

The Union shall, on behalf of any candidate who is a member of the bargaining unit, file an appeal of the promotional process in accordance with Article VII. All grievances under this promotional process will start at Step II.

ARTICLE X HOURS OF WORK

Section 1: Police Officers shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting and quitting time. All work schedules shall be posted on department bulletin boards at all times. The City reserves the right to assign each Police Officer to different work schedules during the term of this Agreement.

Section 2:

A. Police Officers assigned to the patrol section shall work a thirty-seven-point three (37.3) hourly work week consisting of a four (4) day on, two (2) day off schedule, except as provided in Section B below.

B. Police Officers not assigned to the patrol section including detectives, specialist and persons assigned to administrative duties may be assigned to work a regular shift of eight (8) hours, Monday through Friday, followed by two (2) days off; provided however, they shall be scheduled the same number of days off per year as are provided under Section A. Recruit Officers who have not yet completed the Academy shall be assigned to a Monday through Friday schedule while they are attending the Academy and may be assigned either to a "4 and 2" schedule or a Monday through Friday schedule while waiting to attend the Academy. While assigned to the Academy, the starting and quitting times each day shall be determined by the Academy Director and the Academy shall be deemed to be their place of duty assignment.

Section 3: For purposes of the buyback or payout of leave, including, but not limited to, holidays, vacation time, VCT days, sick leave, and personal leave, a "day" shall be defined as 7.46 hours and shall be paid accordingly.

**ARTICLE XI
OVERTIME**

Section 1: All assigned, authorized or approved service outside or out-of-turn of a Police Officer's regularly scheduled tour of duty or shift (other than paying police details), including service performed prior to the scheduled starting time for his regular tour of duty or shift, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty or shifts; and including court time as set forth in Article XI, Section 8, shall be deemed overtime service and paid for such:

Overtime service shall not include:

- A. An out-of-turn work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of the Police Officer (subject to departmental approval) or;
- B. Swapped tour(s) of duty of work shift(s) between individual Police Officers by their mutual agreement subject to departmental approval.

Section 2: RECALL – If a Police Officer who has left his last place of employment or last duty assignment, after having completed work on his regular work shift or tour of duty or his assigned such shift or tour, is recalled to Police Headquarters or to any other place, and he reports there at, or if a Police Officer is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay therefor.

This provision does not apply when a Police Officer is held over after completion of his regular tour or, pursuant to a requested recall, voluntarily reports to work up to two (2) hours before his regular shift starting time; provided an employee who is ordered in pursuant to a recall shall be paid the four-hour minimum guarantee.

Section 3: A Patrol Officer who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time and one-half his straight-time hourly rate which shall be computed as one-thirty seventh and point three of a Police Officer's regular weekly compensation.

Section 4: Reserved for future use.

Section 5:

- A. All Police Officers covered by Article I will have the right of first refusal of extra paid detail assignments.
- B. Patrol Officers who work an outside detail shall be paid the detail rate established by a majority vote of the Union but shall not be greater than 1.5 times top step Patrol Officer's hourly rate (including incentives). This vote shall be taken annually prior to December and in no case shall the detail rate be greater than the ranking officers detail rate. The next rate change to take effect January 1, 2017.

Section 6:

- A. Reserved for future use.
- B. Officers assigned to work details involving so-called Las Vegas Nights, Adult Entertainment, Strike Details or Hazardous Duty, shall be compensated for such detail at the Officer's FLSA overtime rate.
- C. Determination as to whether a detail constitutes "hazardous duty" is to be made by the Chief of Police based on a review of all the circumstances related to a particular detail.
- D. Without the express permission of the Chief, no detail will be accepted or assigned, which primarily involves duties relating to: the screening of patrons entering any place where alcoholic beverages were served; the monitoring of person consuming alcoholic beverages; or the monitoring of persons leaving a place where alcoholic beverages have been served.
- E. The Department will provide each officer with an individualized rate sheet, which will show the officer's FLSA overtime rate and the calculation of that rate for four (4) hours and eight (8) hours.

Section 7: Pay for overtime services shall be in addition to and not in lieu of vacation pay and shall be remitted to Police Officers on a weekly basis.

Section 8:

- A. Police Officers of the Police Department who serve as witnesses in criminal court sessions during off-duty hours shall be paid for such services at a time and one-half rate of their regular pay less witness fees. They shall be paid a minimum of four (4) hours for any and all Marlborough District Court sessions at which they are required to be in attendance. Police Officers who serve as witnesses in court

sessions outside of Marlborough shall be paid a minimum of five (5) hours for any and all sessions at which they are required to be in attendance.

- B. In the event that an officer's scheduled court appearance is postponed or canceled, the officer shall be compensated at the minimum required hours for such appearance, if the officer was not notified of such postponement or cancellation by 5:00 p.m. of the day prior to the scheduled appearance.

ARTICLE XII HOLIDAYS

Section 1: Holidays recognized and observed by the City shall continue to be regarded as paid holidays for the Police Officers as well as any other days designated by the Governor and accepted by the City as a legal State-wide holiday. Effective January 1, 2022, the Massachusetts legal holiday of Juneteenth shall also be a paid holiday. At their termination of employment for any reason, other than cause, the Police Officer shall be entitled to all holiday pay accrued.

Holidays under this Section shall continue to be observed on the same days on which they have been observed in accordance with past practice.

Section 2: Members of the bargaining unit, who work on holiday shall, in addition to receiving regular holiday pay, be paid at a rate of time and one-half. Members of the bargaining unit who are not scheduled to work on a holiday and who do not so work shall receive regular holiday pay. If a member is scheduled to work on a holiday but does not report for duty, said member shall not be paid at the rate of time and one-half.

If a member is called back on a regular day off, he shall be paid at the rate specified in Article XI.

ARTICLE XIII VACATIONS

Section 1: The City shall grant to all Police Officers annual vacations without loss of pay as follows:

- A. For less than one year's service, a vacation allowance of one day for each month of service, not to exceed ten (10) days;
- B. For service of one (1) year or more but not more than four (4) years, a vacation of two (2) weeks;
- C. For service of five (5) years or more but not more than nine (9) years, a vacation allowance of three (3) weeks;
- D. For service of ten (10) years or more but not more than fourteen (14) years, a vacation allowance of four (4) weeks; and
- E. For fifteen (15) or more years of service, a vacation allowance of five (5) weeks.

Section 2: Each vacation shall consist of a seven-day workweek.

Section 3: If a Police Officer is out of work on "injured leave" when he is scheduled to be on vacation, he shall remain on "injured leave" and shall be entitled to his vacation as soon as may be scheduled during the vacation calendar year, after he returns to work.

Section 4: If a Police Officer who qualified for a vacation is unable to work and is on sick leave status, whether compensated or not, such Police Officer may, at his option, be allowed to take his vacation during the period of such sick leave.

Section 5: Whenever the employment of a Police Officer of the Police Department is terminated during a year by dismissal through no fault or delinquency on his part or by retirement or death, without having been granted the vacation to which he is entitled under Section 1 hereof, he or in case of his death, his beneficiary shall be paid at the regular rate of compensation payable to him at the termination of his employment an amount in lieu of such vacation; provided that no monetary or other allowance has already been made thereof. The work "beneficiary" as used in the Section means the surviving beneficiary or beneficiaries, if any lawfully designated by the Police Officer under the retirement system of which he is a member or, if there be no such designated beneficiary, the estate of the deceased.

Section 6: Vacation time must be used in the year of the accrual except where prior written permission is obtained from the Chief of Police. Requests for prospective vacation carryover shall be considered by the Chief on a fair and equal basis regardless of rank.

Section 7: Police Officers shall have the right to take single vacation days, following the procedure of present departmental practice.

Section 8: New employees who commence employment between January 1 and June 30 of a year shall observe January 1 of that year as their anniversary date for vacations; similar employees who commence employment between July 1 and December 31 of a year shall observe January 1 of the following year as their anniversary date for vacations. Employees who commenced employment before January 1, 1984 shall observe January 1 of the year of their employment as their anniversary date for vacations.

Section 9: Years of service for the purpose of this Section shall include all time served by an employee as a Provisional or Permanent Reserve Police Officer in the City of Marlborough which was subject to Chapter 32, Massachusetts General Laws, and said time shall be calculated subject to said Chapter 32.

Section 10: Vacation leave shall accrue only during the first nine (9) of paid injured-on-duty leave. No vacation accrual shall occur after the first nine (9) months for any reason.

ARTICLE XIV HEALTH AND LIFE INSURANCE

Section 1: The City agrees to contribute 70% of the cost of the exclusive provider organization (E.P.O.) part of the plan, and 60% of the cost of the preferred provider option (P.P.O.) part of the plan.

The life insurance plan in effect at the time of this agreement shall continue in force as long as this agreement is in force unless changed by mutual agreement.

The City will provide members with an optional Dental Plan with the cost borne equally (50/50) by both parties.

ARTICLE XV CLOTHING ALLOWANCE

Section 1:

- A. Each Police Officer shall receive an annual uniform and clothing allowance (which may also be used to purchase shoes) in the amount of \$1,250.00. Each Officer shall submit to the Chief of Police for payment invoices for the uniforms and clothing purchased in an amount or amounts not to exceed the sums specified above for each fiscal year.
- B. Uniforms and clothing, but not shoes, so purchased must conform to minimum department specifications.
- C. If the City requires Police Officers to utilize or wear new items, because of a change in departmental specifications, the City shall bear the cost of such items with no deduction from the clothing allowance specified above.
- D. Members of the bargaining unit who perform outside road details shall be allowed the option of wearing a warm weather detail uniform during the months of May through October. The specific items of such uniform shall be designated and authorized by the Chief of Police. Members of the bargaining unit shall be individually responsible for the purchase of those detail uniform clothing items and shall be afforded the option of use of the standard issue clothing allowance for purchasing those detail uniform items.

Section 2: Notwithstanding the provisions of Section 1 of this Article, the uniforms and civilian clothes of a Police Officer which are torn, stained, ripped or otherwise mutilated as a result of performance of duty, shall be repaired, if possible and if not repairable, replaced by the City at its sole expense.

Section 3: The City, at its sole cost and expense, shall supply to all Police Officers the initial issue of leather goods, handcuffs, firearms, holsters, belts, night sticks, mace, shoulder patches, metallic buttons, ammunition, badges, flashlights and batteries, motorcycle clothes and boots, and such other equipment designated by the Chief of Police. These items may be replaced by the clothing allowance allocation.

Section 4: The City shall provide for the cleaning of Police Officers' uniforms, at its sole cost and expense, in accordance with present practice.

Section 5: The City agrees to replace or repair, at its sole expense and cost, the eyeglasses or contact lenses of Police Officers which are damaged or destroyed in the performance of their official duties if such damage or destruction was caused by physical contact and provided that notification of said damage or destruction of said eyeglasses or contact lenses is contained in the official police report which details the incident during which such damage or destruction occurred.

Section 6: Notwithstanding any contrary provision of this Article, the City will continue to provide new hires with initial issue under Section 3 but will not pay the annual uniform and clothing allowance under Section 1 during the first year of employment. Instead, each newly hired officer will purchase a ballistic vest (choosing among such vests as are approved by the Chief) and will be reimbursed therefore by the City. Such officer shall be required to wear the vest while on uniformed patrol and in other appropriate situations as ordered by the Chief. The Union shall annually, on or before January 15th, provide the Chief with a list of patrol officers eligible for replacement body armor based on the five (5) year recommended replacement cycle. The City shall replace those vests prior to August 1st of that year provided that the City has already received the necessary funds.

ARTICLE XVI

SICK AND INJURY LEAVE

Section 1: An employee shall be entitled in each year to a leave of absence for sickness or disability, other than that which may result from an injury or hazard undergone while in the performance of his regular duties, for a period of 15 days each year at the rate of one and one-quarter days per completed month of service and the same shall accumulate from year to year.

To continually qualify for non-occupational sick leave in excess of three (3) days, an employee may be required to furnish the City with a medical report from a duly licensed Massachusetts physician on forms supplied by the City setting forth the nature of the employee's incapacitation, its probable duration and stating the employee is unable to perform his regular duties and services. Notwithstanding receipt of the report, the City reserves the right to have the employee examined by its own duly licensed Massachusetts physician, provided that during the period that any physician's examination is pending, the employee shall continue to receive his regular weekly compensation as provided for and to the extent allowed under the provisions of this Article. If the physician's findings coincide, then the employee shall remain on non-occupational sick leave or return to work, whichever is applicable.

If a dispute exists between the two (2) reports, then the employee and the City shall jointly select a third duly licensed Massachusetts physician to examine the employee. If the parties fail to agree, either party may request the State Commissioner of Public Health or the Worker's Compensation Board to designate an appropriate specialist.

The findings of the third physician shall be final and binding and not subject to the grievance procedure of this Agreement

If the findings of the applicable physician or physicians specify that the employee is unable to perform his duties and services, temporarily, then said employee shall return to work on his next regularly scheduled work day or tour of duty following the date on which the applicable physician states the employee is able to do so.

If the findings of the third physician specify that the employee is able to perform his regular duties and services, then the employee shall return to work on his next regularly scheduled

workday or tour of duty following receipt of the written medical report by the City and the employee.

The expense of all examinations and reports required by the above-stated provisions of this Section shall be borne by the City.

Nothing herein shall prevent the City from requiring a medical report from a duly licensed Massachusetts physician as to the medical condition of an employee who is a chronic sick leave offender for each absence of one day or more.

Section 2: Police Officers shall be allowed to accumulate sick leave up to a maximum of 150 days.

Section 3: A Police Officer working on a regularly scheduled tour of duty and who reports off sick during such tour of duty shall be paid for his entire tour of duty and not have his sick bank charged with a sick day or portion thereof if he works four (4) hours or more into such tour; if he works less than four (4) hours of such tour, he shall have the option to receive straight time pay (based on a 37.3 hour work week) for the hours so worked, or to have sick bank charged with that portion of the tour not worked.

Section 4:

- A. On or at the death of an active-duty Patrol Officer, 100% of the Patrol Officer's sick leave, not exceeding ninety (90) days, shall be paid to the beneficiaries listed by said officer in retirement.
- B. In the event of termination, except for cause, twenty-five (25%) percent of the Police Officer's accumulated sick leave shall be paid to said Officer; said amount shall not exceed twenty-five (25%) of ninety (90) days.
- C. A member of the bargaining unit shall be entitled to receive payment for a maximum of ninety (90) sick days as a Retirement Incentive if said member meets the following conditions:
 - (a) completed a minimum of twenty-five (25) years of credible service for Retirement;
 - (b) maintained a minimum of ninety (90) sick days annually for five (5) consecutive years prior to retirement; and
 - (c) if the employee is eligible for the maximum benefit, the employee must retire within three (3) years of the date of achieving the maximum retirement benefit.
- D. A member of the bargaining unit who does not retire when eligible under the conditions set forth in the Article XVI, Section 4, C, above shall be covered exclusively by the provisions of Article XVI, Section 4, A, above.

Section 5: Sick leave shall accrue only during the first twelve (12) months of paid on-duty injury. No sick leave accrual shall occur after the first twelve (12) months for any reason.

Section 6: Annually, in January, upon request of an eligible Patrol Officer hired before July 1, 2012, the City shall buy back from the Patrol Officer, at his or her hourly rate of pay:

- A. Up to eighty-four (84) hours of sick leave, if the Patrol Officer has accumulated ninety (90) sick days;
- B. Up to one hundred twenty (120) hours of sick leave, if the Patrol Officer has accumulated one hundred ten (110) sick leave days.

Annually, in January, upon the request of an eligible Patrol Officer hired on or after July 1, 2012, the City shall buy back from the Patrol Officer, at his or her hourly rate of pay:

- A. Up to eighty (80) hours of sick leave, if the Patrol Officer (a) has accumulated at least one hundred (100) sick days before the buyback request; and (b) still maintains a balance of at least ninety (90) sick days after the buy back.
- B. Up to one hundred twenty (120) hours of sick leave, if the Patrol Officer (a) has accumulated one hundred twenty (120) sick days before the buyback request; and (b) still maintains a balance of at least one hundred and five (105) sick days after the buyback.

Section 7: If a bargaining unit member is incapacitated for duty because of injury sustained in the performance of his duty without fault of his own, or if a bargaining unit member assigned to a special duty by his superior officer, whether or not he is paid for such special duty by the City, is so incapacitated because of injuries so sustained, he shall receive his regular weekly compensation during the period of such incapacity, except for any period after he has been returned or pensioned in accordance with law, and provided he furnishes the City with a medical report from a duly licensed Massachusetts physician on forms supplied or accepted by the City setting forth the nature of his incapacitation, it's probable duration and stating that the employee is unable to perform his regular duties and services. Notwithstanding receipt of the report, the City reserves the right to have the employee examined by its own duly licensed Massachusetts physician, provided that while a physician's examination is pending, the employee shall continue to receive his regular weekly compensation as provided for and to the extent allowed by this section. If the physician's findings coincide, then the employee shall remain on injury leave or return to work, whichever is applicable.

If a dispute exists between the two (2) reports, then the employee and the City shall jointly select a third duly licensed Massachusetts physician to examine the employee. If the parties fail to agree, either party may request the State Commission of Public Health or the Worker's Compensation Board to designate an appropriate specialist.

The findings of the third physician shall be final and binding and not subject to any grievance procedure, contractual or otherwise.

If the findings of the applicable physician or physicians specify that the employee is unable to perform his duties and services, temporarily, then said employee shall return to work on his next regularly scheduled work day or tour of duty following the date on which the applicable physician states the employee is able to do so.

If the findings of the third-party physician specify that the employee is able to perform his regular duties and services, then the employee shall return to work on his next regularly scheduled work day or tour of duty following receipt of the written medical report by the City and employee. The expense of all examinations and reports required herein shall be borne by the City.

All amounts payable under the Section shall be paid at the same time and in the same manner as, and for all purposes shall be deemed to be, the regular compensation of such Union member.

Section 8: The Union will cooperate with the Chief in preventing and controlling sick leave abuse.

ARTICLE XVII

PERSONAL LEAVE AND LEAVE OF ABSENCE

Section 1: The Chief of Police or his designated representative, at their discretion, shall grant if requested four (4) personal leave days per year to a Police Officer without loss of pay. If possible, the benefits on this Section shall not be utilized so as to extend a holiday or vacation. Personal leave days shall not be carried over to another year.

Section 2: Police Officers shall be granted two (2) additional personal leave days which shall be granted upon request and limited to two officers per shift and all holidays shall be exempt. A new Police Officer employed from January through June shall receive both additional personal days. A new Police Officer employed from July through December of the appointment year shall receive only one additional personal day.

Section 3: Subject to the operating needs of the department determined by the Chief of Police, a leave of absence without loss of pay will be permitted for the following reasons:

- A. Attendance by a Police Officer who is a veteran as defined by Chapter 31, Section 21 of the Massachusetts General Laws as a pallbearer, escort, bugler or member of a firing squad or color detail at the funeral or memorial service of a veteran as so defined, or of any person who dies under other than dishonorable circumstances while serving in the Armed Forces of the United States in times of war or insurrection;
- B. Attendance by a Police Officer who is a veteran as defined by Chapter 31, Section 21 of the Massachusetts General Laws, as a delegate or alternate to State or National conventions of certain veterans' organizations as designated, from time to time, during the life of this Agreement, by the Mayor of the City;
- C. Inoculations required by the Municipal Employer;
- D. Blood donations authorized by the Department;
- E. Medical examinations for retirement purposes; and
- F. Attendance at any educational programs required or authorized by the City or the Department.

Section 4: **MILITARY LEAVE**

Every Police Officer covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws, leave of absence with pay during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed thirty (30) calendar days.

Section 5: **BEREAVEMENT LEAVE**

In the event of the death of a spouse, father, mother, brother, brother-in-law, sister, grandparent, father-in-law, mother-in-law, sister-in-law, natural children, or of any person permanently residing with the family of a Police Officer, such Police Officer shall be granted the next four (4) days without loss of pay for the purpose of attending funeral services or arranging for the burial, and as a period of bereavement. It is understood that these days will not include days-off falling within such period. Leave without loss of pay under this Section shall not be deducted from sick leave or vacation leave.

**ARTICLE XVIII
NO STRIKE CLAUSE**

No member of the Police Officer's bargaining unit covered by the terms and provisions of this Agreement shall during the life of this Agreement engage in, induce, or encourage any strike, work stoppage, slow-down or concerted effort to withhold services.

**ARTICLE XIX
NON-CIVIL SERVICE SPECIALIZED SERVICE POSITIONS**

Section 1: A vacancy is an opening caused by death, pension, disability, resignation, discharge or an increase in the size of the work force. When an opening or vacancy not covered by Civil Service occurs in the Police Department and is to be filled, notification of the position shall be posted by the employer, in a conspicuous place in the Police Department, for not less than five (5) working days prior to the opening of applications. The notice shall indicate the classification or specialty position(s) and the specific duties of the position(s). Employees wishing to be considered for the position shall make written application as specified by the Chief of Police.

Section 2: When a vacancy is to be filled, the following factors shall be considered:

- A. Length of service from the date of original permanent appointment in classification;
- B. Knowledge, training, ability, skill and efficiency;
- C. Physical fitness; and
- D. Leadership qualities.

Where factors B, C and D are relatively equal, the length of service from the date of original appointment shall govern. The Chief of Police, in the sole exercise of his discretion, is to determine whether an applicant shall fill said vacancy.

Section 3: Specialized service positions under this Article are full-time positions. In the event the Chief establishes a new specialized service position the applicable percentage differential will be determined based on an evaluation of the position and shall be subject to negotiations with the Union at the time the new position is established and posted. No employee may be paid for more than one specialized service position.

ARTICLE XX SALARIES

Section 1: The base salaries of Patrol Officers shall be increased by the following percentages and amounts on the dates incurred:

Effective July 1, 2021	2% base wage increase
Effective July 1, 2022	2% base wage increase
Effective July 1, 2023	2% base wage increase

The wage rates are set for in Schedule A of this Agreement. All employees shall be paid by way of electronic, paperless, direct deposit on a no less than biweekly basis. All references in this contract to weekly compensation shall mean biweekly compensation.

For Patrol Officers eligible for M.G.L. c. 41, Section 108L (Quinn Bill), effective November 1, 2012, an Adjusted Base Pay will be computed by adding the Patrol Officer's Educational Incentive Pay (Quinn Bill) to his/her Base Pay. Longevity, Night Shift Differential, First Responder and Specialist Pay will be individually computed from the Adjusted Base Pay and then added with the Adjusted Base Pay to form the Patrol Officer's annual pay rate from which weekly and hourly rates of pay shall be calculated.

Parties agree, for Patrol Officers hired after July 1, 2012, that the percentage based per week multipliers enumerated in Sections 2-6 (Night Shift at \$43.96, Master Police at \$43.96, Educational Incentive refer to Section 4, First Responder at \$17.58, and Specialist Pay at \$43.96) of this Article will be converted to flat amounts based on the Entry Level Step base salary for Patrol Officers as of November 1, 2012.

Section 2: NIGHT DIFFERENTIAL

Police Officers regularly scheduled to work tours of duty commencing on or after 4:00 p.m. and prior to 8:00 a.m. shall receive, in addition to regular weekly compensation, a weekly night differential equal to five (5%) percent of his annual base salary. Night differential shall be included in base pay for the purposes of computing holiday, vacation, sick and injured pay, and for retirement/pension purposes to the extent allowed by law.

Section 3: MASTER POLICE OFFICER

In consideration of the Union's agreement to the City's proposals regarding revocation of and reform of Civil Service, changes to the Health Insurance Language, pay scale adjustments for new hires, the Master Police Officer differential shall be adjusted as follows effective upon date of signing:

- A. All Patrol Officers with 10 years of service will receive a permanent onetime differential increase equal to 5% of their base salary (thereby replacing the

weekly 5% differential), plus a permanent \$1,000 increase in their base salary on their 10th year anniversary date.

- B. All Patrol Officers will receive a \$1,000.00 lump sum payment annual on their anniversary for years 11-19 (not added to base).
- C. All Patrol Officers with 20 years of service will receive a permanent \$1,000.00 increase in their base salary on their 20th year anniversary date.
- D. All Patrol Officers will receive a \$1,000.00 lump sum payment annually on their anniversary date for years 21-24 (not added to base).
- E. All Patrol Officers with 25 years of service will receive a permanent \$1,300.00 increase in their base salary on their 25th year anniversary date.
- F. All Patrol Officers currently with more than 25 years of service as of this contract will receive a permanent \$1,300.00 increase in base pay on their next anniversary date.

In addition, all Patrol Officers with over 25 years of service will receive an annual \$1,300.00 lump sum payment each year on their anniversary date until retirement (not added to base).

The above amounts are not retroactive (for example, an officer who has served for 18 years as of the date of this Agreement will receive the 20-year anniversary date increase of \$1,000.00 to base salary on the officer's 20th anniversary; he/she will not receive the 10-year anniversary increase of \$1,000.00). Officers with more than 25 years of service will receive their only payment of \$1,300.00 addition to base on their next anniversary date.

Sample Master Patrol Salary Table

Years of Service	Base Salary	Master Patrol Differential (5%)	Anniversary Base Salary Increase	New Base Salary	Lump Sum Payment
1-9	50,000	0	0	50,000	0
10	50,000	2500	1000	53,500	0
11	53,500	0	0	53,500	1000
12	53,500	0	0	53,500	1000
13	53,500	0	0	53,500	1000
14	53,500	0	0	53,500	1000
15	53,500	0	0	53,500	1000
16	53,500	0	0	53,500	1000
17	53,500	0	0	53,500	1000
18	53,500	0	0	53,500	1000
19	53,500	0	0	53,500	1000
20	53,500	0	1000	54,500	0
21	54,500	0	0	54,500	1000
22	54,500	0	0	54,500	1000
23	54,500	0	0	54,500	1000
24	54,500	0	0	54,500	1000
25	54,500	0	1300	55,800	0
26	55,800	0	0	55,800	1300

Section 4: EDUCATIONAL INCENTIVE

- A. Educational Incentive Payments to eligible Patrol Officers shall be as determined by Section 108L of Chapter 41 of the Massachusetts General Laws, as amended, except that no employee shall suffer any loss of economic benefit as a result of this Section, and further that employees with an Associate's Degree shall receive a minimum of twelve (12%) percent.
- B. Patrol Officers, not eligible for the Educational Incentive Payments pursuant to Section 108L, shall receive the following annual educational incentive payment from the Police Department:

Master's Degree in Criminal Justice/Law Degree	\$7,000.00
Bachelor's Degree in Criminal Justice	\$5,000.00
Associate's Degree in Criminal Justice	\$2,000.00
Master's Degree (Non-Criminal Justice)	\$5,000.00
Bachelor's Degree (Non-Criminal Justice)	\$2,000.00

The Chief of Police will have the sole discretion to determine whether an officer's degree is sufficiently related to the duties and job of a Police Officer to warrant eligibility to receive the

above-referenced criminal justice versus non-criminal justice incentive payments. The Chief of Police's decision as to such matters shall not be grievable or arbitrable.

Officers with at least four years of Military Service and no less than an honorable discharge will be entitled to an annual education incentive of \$2,000. Said stipend shall, for promotional purposes only, be considered the equivalent of a non-criminal justice Bachelor's Degree. Officers that have both four years of Military Service and any other degree described above shall only be eligible for one stipend.

The above described payments shall be distributed equally throughout the year during each pay period of employment.

Section 5: FIRST RESPONDER

Police Officers who are certified as "First Responders" in accordance with Massachusetts General Laws, Chapter 111, Section 201, shall receive a three (3%) percent base salary increase. Effective June 1, 1993, the percentage paid to Police Officers who are certified as "First Responders" in accordance with Massachusetts General Laws, Chapter 111, Section 201, shall reduce to a two (2%) percent base salary increase.

Effective July 1, 2019, add \$400 to the annual amount that each bargaining unit member was receiving as of June 30, 2019. The total of this number shall be the new annual amount that each bargaining unit member shall receive as First Responder pay. In recognition of this payment, the Parties agree that officers will no longer receive a First Responder stipend calculated as a percentage of their base pay. All officers hired as of July 1, 2019 shall receive an annual First Responder payment of \$1,314.16.

Section 6: SPECIALIST PAY

- A. An employee selected as a full-time specialist in a specialist service position listed below shall receive the differential specified for that position (but not more than one specialist differential) in addition to regular weekly compensation and any other non-specialist differential to which he may be entitled. Specialist differential shall be as follows:

<u>Specialized Service Position</u>	<u>Differential</u>
Detective	Five (5%) Percent
Safety Officer	Five (5%) Percent
NCIC Officer	Five (5%) Percent
Traffic Specialist	Five (5%) Percent

- B. The "On Call" detective shall receive four (4) hours of overtime for the weekend he is on call.

Section 7: PISTOL PERMIT FEE

The City shall reimburse each Police Officer for the cost of renewal of any pistol permit issued in connection with the duties of a Police Officer, not to exceed \$25 per renewal.

Section 8: CANINE STIPEND

- A. The Police Chief, in his sole discretion, an officer shall be selected as full time canine handler will work a 4 day on 2 day off schedule. Said selection shall not be the subject of a grievance or arbitration. The canine handler will receive a six thousand dollar (\$6,000.00) annual stipend for the care of said canine. Care will consist of, but not limited to: feeding, grooming, brushing, bathing, at home training, exercising, and administering medicine for the canine. The stipend described above will also compensate for the canine handler's preparation of court related documents; police cruiser care, and home kennel care. In addition, this will cover the canine handler's time spent updating and maintaining records, completing and submitting canine deployment reports as well as addressing any canine needs that might arise both on and off duty.
- B. The canine handler will have sole responsibility of the canine during both on and off duty hours and maintain sole custody of said canine. If the canine should suffer an injury and is unable to perform duties or the canine reaches an age where policing is not feasible, the handler shall have the option upon release, to take full custody of said canine.
- C. The canine handler will attend two (2) eight (8) hour training sessions per month, twelve (12) months per year, to comply with national standards in order to maintain canine and handler's certifications. The canine handler will work in *Lieu of Shift* on training days set forth by the canine training group. The canine handler will provide appropriate notice to their supervisor of monthly trainings. Additionally, the canine handler agrees to schedule all trainings during his/her work day. If a said training conflict is unavoidable, canine handler will inform his/her supervisor in order to make necessary schedule adjustments to avoid overtime.
- D. Notwithstanding the provisions of Article X Section 2, should the canine handler be recalled or called out for any canine related calls, the canine handler shall submit a minimum of two (2) hours of overtime and then receive OT pay beyond 2 hours for actual time worked.
- E. The canine handler will not be compensated for the canine's care and maintenance on the canine handler's scheduled days off *unless* providing transportation to and from veterinarian and like health care facilities whenever the canine should need any medical treatment. If said medical care is needed, the canine handler will submit for two (2) hours of overtime.
- F. If the canine handler is on recognized leave of absence, including injured on duty, and cannot perform basic care and maintenance of the canine, the stipend described above in paragraph A shall be prorated during said period.

Section 9: CERTIFICATION

Irrespective of the foregoing, all Patrol Officers shall receive a permanent \$1,500.00 increase in their base salary effective upon Certification of the Marlborough Police Department by the Massachusetts Police Accreditation Commission.

**ARTICLE XXI
YEARS OF SERVICE**

Unless otherwise explicitly provided, years of service or service time shall mean only service as a full-time Marlborough Police Officer and employees shall not receive credit as a provisional or permanent reserve officer in Marlborough, or for service in any other community.

Nothing in this section shall affect the calculation of credible service for retirement benefits for members of the bargaining unit as of July 1, 2018.

**ARTICLE XXII
DUES CHECK OFF AND UNION SECURITY**

Section 1: The Employer agrees to deduct Union dues upon receipt of authorization cards from employees who desire to have the employer deduct such dues. The Treasurer of the City of Marlborough, after such deductions are made, will remit on a monthly basis monies deducted to the account designated by the President and Treasurer of the Marlborough Police Patrol Officers Association by written correspondence to the City, along with a list of current Union members. The Employer will make no deductions on account of assessments for back dues. The form of written authorizations to be honored by the Employer for the deduction of Union dues shall be supplied by the Union.

Section 2: AGENCY SERVICE FEE

All employees covered by this agreement shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, of an Agency Service Fee to the Union. Such Agency Service Fee shall be in the amount equal to the cost of contract administration and negotiations.² At the election of the employee, said Agency Service Fee may be deducted from his wages upon presentation to the City of a signed authorization. Said authorization may be canceled by sixty (60) days written notice to the City. An employee who does not authorize the City to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Comptroller. This Section shall become effective only if accepted by the members of the bargaining unit in accordance with the applicable provisions of Chapter 150E.

**ARTICLE XXIII
MISCELLANEOUS**

Section 1: Police Officers shall not be required to clean cars, sweep the station, or perform station maintenance, etc., in a custodial or janitorial capacity.

Section 2: Reasonable space shall be provided on the department bulletin board for Union information and material only.

² As required by law.

Section 3: Course schedules of the Massachusetts Criminal Justice Training Council, Massachusetts State Police Academy, or any other organization which holds classes or courses for the training of Police Officers shall be posted on the department bulletin board as soon as they are available. A record shall be kept detailing which Police Officers attend or decline to attend each course offered and no Police Officer shall be allowed to attend a second course until all other Police Officers have been offered the opportunity to attend a course.

Section 4: The City shall permit employees to take paid leave of absence (including vacation leave, personal leave, or compensatory time) in half-day increments; provided that at least 24-hour notice is given to the Chief or his designee (unless an emergency arises which prevents such advance notice from being given). This Section supersedes any conflicting Section of this agreement.

Section 5: CAR SAFETY

- A. All person covered by this Agreement shall be required to comply with written departmental rules as may prohibit Police Officers from overriding automatic seatbelts or airbags.
- B. Employees shall not be required to drive unsafe vehicles. At the beginning of each tour of duty, employees will inspect their vehicles. If a vehicle is unsafe, it shall be reported immediately to the shift supervisor. If no action is taken, the employee shall in writing so notify the Chief of Police.

Section 6: NEW POLICE STATION ISSUES

In the event the Chief decides to implement a fitness program or to hire civilian dispatchers to perform police dispatching work, the parties will engage in impact bargaining with respect thereto.

Section 7: Notwithstanding any contrary provision of this Agreement, an employee who terminates employment prior to completion of his probationary period shall be eligible to collect accrued holiday pay, vacation leave, or sick leave buy back.

Section 8: A member of the bargaining unit may request to be issued, at the sole expense of the City, a communications pager. The Chief of Police may require a Patrol Officer who has requested issuance of a pager to carry such pager:

- A. When on duty;
- B. When off duty, if such Patrol Officer is serving in a Specialist Officer position requiring "on-call" duties; and
- C. When off-duty during periods of an actual or anticipated state of public emergency.

Section 9: The Parties agree that they will work together in good faith during the term of the current contract to develop Side Letters of Agreement regarding the following matters; a Fitness Incentive Program, Training Time System, and a one-time payment (amount to be determined) to the MPD FIT program.

**ARTICLE XXIV
CPR TRAINING**

- A. In January of each year, the Chief of Police will schedule up to three (3) training sessions for recertification of Police Officers in CPR (Basic Life Support). Police Officers shall be required to participate in not more than four (4) hours of professional training for such recertification for which they shall not receive compensation.
- B. Upon successful completion of such training and recertification in CPR for that year, a Police Officer shall be granted an additional Family Personal Day.
- C. If a Police Officer is unable to attend or is excused by the Chief of Police from the Department-sponsored training and recertification, the Officer may, with the approval of the Chief of Police, attend an alternative CPR training and recertification program.
In such an instance, the Department will reimburse the Officer for reasonable expenses associated with such alternate training and recertification. The approval of such alternate training and recertification program shall be at the sole discretion of the Chief of Police.
- D. Upon successful completion of an alternative training and recertification in CPR for that year, a Police Officer shall be granted an additional Family Personal Day.
- E. Any decisions by the Chief of Police in connection with the application of this Article will not be subject to Article VII, Grievance Procedure.

**ARTICLE XXV
LAYOFF & RECALL**

For purposes of this Article only, the term "Seniority" shall mean length of continuous service within the bargaining unit as defined in Article 1.

For purposes of this Agreement, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Marlborough Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo a

physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall he/she shall provide the employee with a written statement of his reason for rescission.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available at no cost to the employee or the City. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees, who are otherwise no longer employed by the City in any capacity, shall sign a Release of All Claims arising from the training on a form provided by the City as a condition of attendance of such City-sponsored training sessions and/or courses. This form will indicate that the individual is participating on an unpaid voluntary basis and not as employees of the City and, except in instances involving gross negligence on the party of the City, they accept all risks associated with participation in the program.

ARTICLE XXVI

JUST CAUSE

Employees will not be disciplined or discharged without just cause. An employee who has been disciplined or discharged may elect to appeal his/her discipline or discharge to binding arbitration in accordance with the grievance procedure of this Agreement and pursuant to the provisions of Section 8 of Chapter 150E; provided that, upon filing for arbitration, any such election will constitute a waiver of any right to appeal such matter to Civil Service.

ARTICLE XXVII

SELECTION OF NEW PERSONNEL

The City will contract with a Company to provide an initial new hire list of potential police officer candidates on an annual or bi-annual basis.

New personnel will be hired in accordance with Marlborough Police Department Police and Standard Operating Procedures Recruitment and Selection 1.26, effective December 1, 2015, as it may be amended from time to time. The Parties acknowledge that references to Civil Service in said policy will be removed and no longer in force and effect when the Legislature of the Commonwealth of Massachusetts exempts the Union's bargaining unit positions.

All new employees will be subject to a twelve (12) month probationary period.

ARTICLE XXVIII

TEMPORARY MODIFIED WORK PROGRAM (LIGHT DUTY)

Section 1: Work-related Illness or Injury

If a physician designated by the City of Marlborough determines that a police officer is eligible for temporary modified work, the Chief may assign that police officer to a Temporary Modified Work Program (TMWP). Failure of the police officer to comply with the Temporary Modified Work Program may result in suspension or termination of IOD benefits. The physician

designated by the City shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Any determination that an officer can do temporary modified work shall be made only after a review of the specific duties that the officer will be asked to perform. The City-designated physician shall give his or her opinion as to whether the officer can perform the specific tasks enumerated.

An officer may challenge the City-designated physician's determination of TMWP eligibility within 15 days of such determination by providing an evaluation report from his/her physician to the Chief. The officer's physician shall be provided the same information as was supplied to the City-designated physician, in addition to the evaluation by the City-designated physician.

If the two physician determinations conflict and the parties do not agree with respect to the officer's eligibility to perform TMWP, the parties shall endeavor to jointly select a third physician within ten days of said disagreement. Failing agreement within that timeframe, the City shall, within seven days, designate a third physician from among physicians specializing in the area of medicine who conduct such examinations under the workers compensation or retirement statutes, who shall conduct an evaluation of the officer, with all of the information provided to each physician and both physician's evaluations. The decision of the third physician shall be final and binding for the period of time in question and not subject to the grievance and arbitration procedure.

Section 2: Non-Occupational Illness or Injury

Upon release to the City of the medical reports necessary to make a determination of ability to perform temporary modified work, an employee on NOSL may request a temporary modified work assignment. If the employee's physician determines that the employee is eligible for TMWP, the Chief of Police may assign that employee to a temporary modified work program. The City shall have the right to require that the employee be examined by a City-designated physician in order to confirm the employee's ability to return to temporary modified work.

Section 3: General Provisions

- A. Temporary modified work duties shall be related to law enforcement and may include, but not be limited to, the following: dispatching, house officer, data entry, report writing, community education, research, and training.
- B. The Chief of Police, at his or her sole discretion, may limit the number of police officers on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the police officer whether or not the TMWP is to continue. In no event will a police officer be authorized for TMWP in excess of six (6) consecutive months without the advance written approval of the Mayor or his or her designee.
- C. The Chief of Police may change the work schedule of the officer if the work assignment clearly requires an alternative shift schedule. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the officer's need for on-going treatment. No officer regularly

assigned to a shift shall be involuntarily reassigned in order to accommodate an employee on Temporary Modified Work Program.

- D. Police officers on TMWP shall not be eligible for any overtime (excluding court time) or detail assignments except in extraordinary circumstances with the advance approval of the Chief of Police or his or her designee.
- E. Timeframes in this Article may be extended by mutual agreement of the Parties.”

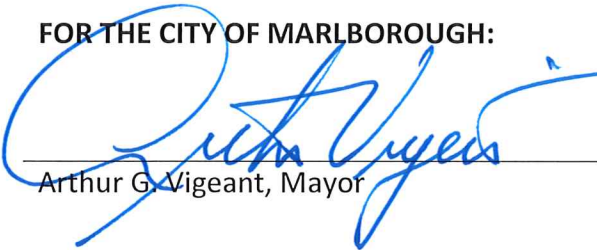
**ARTICLE XXIX
DURATION OF AGREEMENT**

This Agreement shall be in force from July 1, 2021, to and including June 30, 2024. Commencing after January 1, 2024, on mutually agreed dates at the Mayor's convenience, negotiations shall start for a new Police Patrol Officers' Agreement. All portions of this Agreement shall remain in full force and effect until such changes or revisions have been agreed upon by both parties.

This Agreement is subject to ratification by the Mayor of the City of Marlborough and the Union's membership and cost items are subject to appropriation by the Marlborough City Council.

This Agreement has been duly executed by the authorized representatives of the City of Marlborough and the New England Police Benevolent Association, Local 81 on this 4th day of October, 2021.

FOR THE CITY OF MARLBOROUGH:




Arthur G. Vigeant, Mayor

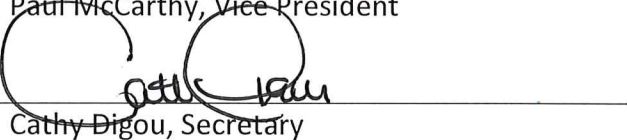
**FOR THE NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION, LOCAL 81:**



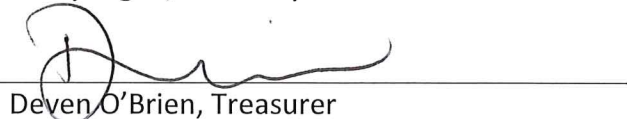
Patrick Hogan, President



Paul McCarthy, Vice President



Cathy Digou, Secretary



Deven O'Brien, Treasurer

SCHEDULE A WAGE SCHEDULE



09/09/2021 11:04
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CITY OF MARLBOROUGH SALARY TABLES

P 1
pmgratep

EMP. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2021	CPOL POLICE OFF	PM10	MASTER OFFICER	A ANNUAL	B BIWEEKLY	11	26.0000	5.33	74.60	14.00	1939.60	364.00	N
Increase (Step 5 of grade PM10 * 1.05) Plus \$1000													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	.0000	0.0000	0.00	0.00
02	0.0000	.0000	0.0000	0.00	0.00
03	0.0000	.0000	0.0000	0.00	0.00
04	0.0000	.0000	0.0000	0.00	0.00
05	0.0000	38.4109	204.6753	2,865.45	74,501.81

07/01/2021	CPOL POLICE OFF	PM20	MASTER OFFICER	A ANNUAL	B BIWEEKLY	11	26.0000	5.33	74.60	14.00	1939.60	364.00	N
Increase (Add \$1000 from Grade PM10)													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	.0000	0.0000	0.00	0.00
02	0.0000	.0000	0.0000	0.00	0.00
03	0.0000	.0000	0.0000	0.00	0.00
04	0.0000	.0000	0.0000	0.00	0.00
05	0.0000	38.9265	207.4226	2,903.92	75,501.81

07/01/2021	CPOL POLICE OFF	PM25	MASTER OFFICER	A ANNUAL	B BIWEEKLY	11	26.0000	5.33	74.60	14.00	1939.60	364.00	N
Increase (Add \$1300 from Grade PM20)													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	.0000	0.0000	0.00	0.00
02	0.0000	.0000	0.0000	0.00	0.00
03	0.0000	.0000	0.0000	0.00	0.00
04	0.0000	.0000	0.0000	0.00	0.00
05	0.0000	39.5968	210.9940	2,953.92	76,801.81

07/01/2021	CPOL POLICE OFF	POFF	POLICE OFFICER	A ANNUAL	B BIWEEKLY	11	26.0000	5.33	74.60	14.00	1939.60	364.00	N
Change was made by 2.0000% No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.7389	126.4944	1,770.92	46,043.96
02	0.0000	29.1657	155.4116	2,175.76	56,569.83
03	0.0000	31.0103	165.2407	2,313.37	60,147.60
04	0.0000	32.2253	171.7150	2,404.01	62,504.27
05	0.0000	36.0908	192.3124	2,692.37	70,001.72

- Step 1 Start of Employment. Notwithstanding the above, the New Step 1 shall be effective for new hires as of July 1, 2021
- Step 2 6 months of service
- Step 3 1 year of service
- Step 4 2 years of service
- Step 5 3 years of service