

**MEMORANDUM OF AGREEMENT BETWEEN THE  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION,  
INC., LOCAL 81 AND THE CITY OF MARLBOROUGH, MA**

The Bargaining Team of the City of Marlborough (the “City”), acting subject to the ratification of this Memorandum of Agreement (the “Agreement”) by the City, to whom the Bargaining Team will recommend acceptance, and the Bargaining Team of the New England Police Benevolent Association, Inc., Local 81 (the “Union”) (collectively, the “Parties”), acting subject to the ratification of this Agreement by the Union’s membership, to whom the Bargaining Team will recommend acceptance, agree to the following terms and conditions for a successor collective bargaining agreement (the “Successor Contract”) that will be in effect from July 1, 2024, through June 30, 2027.

**I. Term of the Successor Contract**

The Successor Contract will be effective for a three-year period beginning on July 1, 2024, and ending on June 30, 2027. Applicable date changes will be made in the cover pages and in all other appropriate provisions of the Successor Contract to reflect the new term.

**II. Maintenance of the Provisions of the Predecessor Contract**

All terms and provisions of the predecessor collective bargaining agreement effective from July 1, 2021, through June 30, 2024, will, except as modified by the terms of this Agreement, be carried over intact into the Successor Contract.

**III. COLA Wage Increases**

Increase the base wages of all bargaining unit members over the life of the Successor Contract in the following amounts:

July 1, 2024	Two percent
July 1, 2025	Two percent
July 1, 2026	Two percent

**IV. POST Wage Increases**

The Massachusetts Peace Officer Standards and Training (“POST”) Commission was established as part of the criminal justice reform legislation enacted in Chapter 253 of the Acts of 2020.

Pursuant to G. L. c. 6E, § 4(f)(1), the division of police certification and the municipal police training committee established in G. L. c. 6, §116 shall jointly establish minimum certification standards for all officers that shall include, but not be limited to: (i) attaining the age of 21; (ii) successful completion of a high school education or equivalent, as determined by the commission; (iii) successful completion of the basic training program approved by the municipal police training committee; (iv) successful completion of a physical and psychological fitness evaluation approved by the commission; (v) successful completion of a state and national background check, including, but not limited to, fingerprinting and a full employment history; provided, that if the applicant has been previously employed in law enforcement in any state or United States territory or by the federal government, the applicant's full employment record, including complaints and discipline, shall be evaluated in the background check; (vi) passage of an examination approved by the commission; (vii) possession of current first aid and cardiopulmonary resuscitation certificates or equivalent, as determined by the commission; (viii) successful completion of an oral interview administered by the commission; and (ix) being of good moral character and fit for employment in law enforcement, as determined by the commission.

In recognition of the new obligations and requirements for POST Certification for all members of the bargaining unit under the Police Reform Act of 2020, the City will do the following:

- i. Effective July 1, 2024, the City will pay a POST Certification Stipend in the amount of one percent of the base wages of each member of the bargaining unit who has achieved certification, until such time if and when any such officer is decertified by a final decision of the POST Commission. This stipend will be considered part of the member's base wages.
- ii. Effective July 1, 2025, the City will increase the POST Certification Stipend by an additional one percent of the base wages of each member of the bargaining unit who has achieved certification, until such time if and when any such officer is decertified by a final decision of the POST Commission. This stipend will be considered part of the member's base wages.
- iii. Effective July 1, 2026, the City will increase the POST Certification Stipend by an additional one percent of the base wages of each member of the bargaining unit who has achieved certification, until such time if and when any such officer is decertified by a final decision of the POST Commission. This stipend will be considered part of the member's base wages.

This stipend and its incorporation into base wages is in satisfaction of the new obligations and requirements imposed on bargaining unit members for POST Certification under the Police Reform Act of 2020.

**V. Body Camera Program**

Implement the wearing of body cameras for all bargaining unit members via specific language to be reached between the City and the Union. Provide training to all bargaining unit members who will be required to wear body cameras. Members will not receive any additional compensation for the wearing of body cameras.

**VI. Gender Neutral Pronouns**

Update all pronouns in the Successor Contract to be gender neutral (i.e., they, their, and them).

**VII. Sick and Injury Leave**

Amend Article XVI Sick and Injury Leave by deleting the stricken language and inserting the bolded language as follows:

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To continually qualify for non-occupational sick leave ~~in excess of three (3) days~~ **for three (3) or more 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.

**VIII. Master Patrol Years of Service**

Amend Article XX Salaries by deleting the stricken language and inserting the bolded language as follows:

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Section 3:

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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 based salary **on after reaching** their 10<sup>th</sup> year of service 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 20<sup>th</sup> 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 25<sup>th</sup> 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 20<sup>th</sup> 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 **only** their **only** payment of \$1,300.00 addition to base ~~on their next anniversary date~~.

**All wage increases and payments made pursuant to this section shall be made on January 1 of each year. Employees whose anniversary date falls between January 1 and June 30 shall receive increases to their base salary or lump sum payments on January 1 of that same year. Employees whose anniversary date falls between July 1 and December 31 shall receive increases to their base salary or lump sum payments on January 1 of the following year.**

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## **IX. Civil Service**

Delete Article VIII Civil Service and maintain it as a placeholder article for future use.

**X. Promotional Process**

Amend Article IX Promotions by deleting the stricken language and inserting the bolded language as follows:

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**ELIGIBILITY**

~~For employees hired prior to the date of the 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 this section only, 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 the Marlborough Police Department as of the assessment written examination date, and have a minimum of an associate's degree. Years of service are determined in accordance with Article XXI Years of Service.**

**PROMOTIONAL PROCESS**

~~Promotions to the rank of Sergeant may~~ **shall** be based on **criteria to include a written examination**, an assessment center evaluation, ~~and or~~ an oral board. ~~Written exams may be used at the direction 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 to determine the process for assessment centers and provide that to the Union in advance.

**The Chief or their designee will provide each individual candidate with the scores they received on their written examination, assessment center evaluation, or oral board, depending on which method is used to evaluate the candidate. The Chief or their designee will not provide one candidate's scores to a different candidate, but the candidates are free to share their scores amongst themselves if they so choose.**

**Assessment Promotional results are valid for as long as the Chief determines, but in no event will their validity extend beyond one (1) year from the date of the assessment center evaluation or oral board,**

~~depending on which method is used. 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. At the discretion of the Chief, test results may be used for more than one (1) promotional process within that one (1) year period.~~

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FINAL SELECTION

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Upon the selection of a candidate for promotion, all candidates who were part of that promotional process shall have the right to meet with the Chief individually at a mutually agreeable time to discuss the Chief's decision to recommend that candidate for promotion or to not recommend that candidate for promotion.

**XI. Vacation Years of Service**

Amend Article XIII Vacations by deleting the stricken language and inserting the bolded language as follows:

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

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

**Whenever an employee completes a year of service such that the employee advances to the next higher level of vacation allowance**

**entitlement, that employee shall be entitled to the higher vacation allowance entitlement as defined in Section 8 below.**

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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.~~

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## **XII. Years of Service & Date of Hire**

Amend Article XXI Years of Service by deleting the stricken language and inserting the bolded language as follows:

Unless otherwise explicitly provided, years of service or service time shall mean only service as a full-time Marlborough Police Officer **after the employee's date of hire.** ~~and employees~~ **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.

## **XIII. Education Incentive**

Amend Article XX, Section 1 by deleting the stricken language and inserting the bolded language as follows:

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Parties agree, for Patrol Officers hired after July 1, 2012, that the percentage based per week multipliers enumerated in Sections 2, **3, 5, and 6 -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.

Amend Article XX, Section 4 by deleting the stricken language and inserting the bolded language as follows:

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 **for degrees sufficiently related to the duties and job of a Police Officer as the Chief determines in their sole discretion. The following payments will not be included in the calculation of overtime starting from the date of execution of this Agreement.**

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

**On July 1, 2024:**

<b>Master's Degree</b>	<b>15%</b>
<b>Bachelor's Degree</b>	<b>10%</b>
<b>Associate's Degree<sup>1</sup></b>	<b>4%</b>

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<sup>1</sup> For purposes of this section, Active Duty Military Service of four (4) years or Reserve Equivalent of twenty (20) is equivalent to an Associate's Degree. The Patrol Officer is responsible for providing the Chief or their designee with adequate proof, as determined by the Chief or their designee, of their Active Duty Military Service or Reserve Equivalent.

**On July 1, 2025, the City will increase the annual education incentive payments to Patrol Officers ineligible for Educational Incentive Payments pursuant to G. L. c. 41, § 108L to the following amounts:**

<b>Master's Degree</b>	<b>20%</b>
<b>Bachelor's Degree</b>	<b>15%</b>
<b>Associate's Degree</b>	<b>8%</b>

**On July 1, 2026, the City will increase the annual education incentive payments to Patrol Officers ineligible for Educational Incentive Payments pursuant to G. L. c. 41, § 108L to the following amounts:**

<b>Master's Degree</b>	<b>25%</b>
<b>Bachelor's Degree</b>	<b>20%</b>
<b>Associate's Degree</b>	<b>12%</b>

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. **All degrees shall have been awarded by a college or university listed in the database of postsecondary institutions and programs maintained by the US Department of Education.**

**If a Patrol Officer holds multiple degrees or equivalent, then the City will only provide that Patrol Officer with a single educational incentive payment corresponding to the highest payment that Patrol Officer is entitled to (e.g., if a Patrol Officer holds both a bachelor's degree and a master's degree sufficiently related to the duties and job of Police Officer, then that Patrol Officer will receive an educational incentive payment for the master's degree only).**

~~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. **Additionally, the abovedescribed payments will be calculated for each individual Patrol Officer using the base salary of the Patrol Officer who is receiving said payment.**

#### **XIV. Retirement Incentive**

Amend Article XVI Section 4 Sick and Injury Leave by deleting the stricken language and inserting the bolded language as follows:

Section 4:

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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:

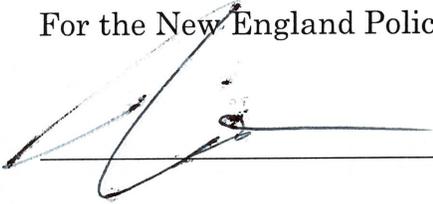
- (a) completed a minimum of ~~twenty-five (25)~~ **twenty-three (23)** years of ~~eredible~~ service **with the City of Marlborough for Retirement;**  
**and**
- (b) **provides one (1) year of notice of the member's desire to receive the Retirement Incentive payment to the Chief or their designee in writing.** ~~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.~~

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[SIGNATURE BLOCKS ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the date set forth below:

For the New England Police Benevolent Association, Inc., Local 81:

  
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2/20/25  
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For the City of Marlborough:

  
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