

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF MARLBOROUGH AND THE MARLBOROUGH POLICE COMMAND  
OFFICERS ASSOCIATION, LOCAL 366, MASSCOP, IUPA, AFL-CIO**

The City of Marlborough (the “City”) and Marlborough Police Command Officers Association, Local 366, MASSCOP, IUPA, AFL-CIO (the “Union”) enter into this Memorandum of Agreement, subject to the ratification of this Agreement by the Union’s membership and funding by the City, for a successor collective bargaining agreement (the “Successor Contract”) that will be in effect from July 1, 2024, through June 30, 2027.

The Parties agree as follows:

**1. Term of the Successor Contract**

The Successor Contract shall be effective for the three (3) year period from July 1, 2024 through June 30, 2027. Applicable date changes shall be made on the cover page, Term of Contract, and in other appropriate provisions of the Successor Contract in order to reflect the term of the new contract.

**2. 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.

**3. Housekeeping**

- A. The Parties will amend the Contract so that all pronouns in the Contract are gender neutral (i.e., they, their, and them).
- B. The Parties will correct all non-substantive spelling, grammatical, and typographical errors in the Successor Agreement (e.g., the sentence “a Command Officer shall be compensated for one thousand eighty (1088) hours. . . .” would instead read “a Command Officer shall be compensated for one thousand eighty (1080) hours . . . .”).
- C. When integrating the successor contract, the Parties agree to discuss the integration of relevant past memoranda of agreement or side letters of agreement (if any) into the Successor Agreement.

**4. Article XV Sick and Injury Leave**

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

- B. To continue to qualify for non-occupational sick leave ~~in excess of three 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 Command Officer's incapacitation, its probable duration and stating the Command Officer 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 Command Officer shall continue to receive his regular weekly compensation as provided for and to the extent allowed under the provisions of this section.

5. **Article XXII Promotions and Vacancies for Captains, Lieutenants and Sergeants**

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

Eligibility: To be eligible for promotion to the rank of Sergeant the candidate must have three full years of permanent full-time service with ~~a police department~~ **Marlborough Police Department** as of the assessment date and have a minimum of an associate's degree.

6. **Article VIII, Civil Service**

Delete Article VIII, Civil Service, but Article VIII as a placeholder article for future use.

7. **Article XVI, Personal Leave and Leave of Absence**

Amend Section 1 to provide up to four (4) personal days.

For clarity, the City shall credit all unit members the three additional personal days for calendar year 2025 upon approval of this agreement. All personal days must be utilized by December 31, 2025.

In addition, on a one-time basis, the City will credit one additional personal day for all bargaining unit members upon the approval of this agreement to be used on or before June 30, 2025.

8. **Article XIX, Salaries**

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

9. **POST**

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 (1) 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 (1) 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 (1) 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.

**10. Body Camera Program**

The City will implement a body camera program for police officers and provide training for all officers required to wear cameras. In recognition of the additional administrative and managerial work required of bargaining unit members with respect to the implementation of and use of body cameras, the City will make the following one-time adjustments to base salary:

- i. Effective July 1, 2024, the City will make two (2) percent increase to base wages for each bargaining unit member;
- ii. Effective July 1, 2025, the City will make one (1) percent increase to base wages for each bargaining unit member;
- iii. Effective July 1, 2026, the City will make one (1) percent increase to base wages for each bargaining unit member.

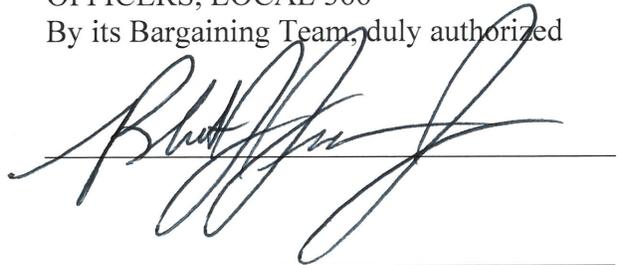
This Agreement has been duly executed by authorized representatives of the City of Marlborough and by Marlborough Police Command Officers, Local 366.

IN WITNESS WHEREOF, the Union and the City, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this 9<sup>th</sup> day of April 2025

CITY OF MARLBOROUGH,  
By its Bargaining Team, duly authorized

MARLBOROUGH POLICE COMMAND  
OFFICERS, LOCAL 366  
By its Bargaining Team, duly authorized



Date

4/9/25