

CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: May 13, 2019

Time: 6:00 PM

Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

Agenda Items to be addressed:

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 MAY -8 P 1:19

The Finance Committee will take up the following items after conclusion of the budget hearings on Monday, May 13, 2019 at 6:00 PM:

1. 04-29-2019 – **Order No. 19-1007644:** Transfer Request for the Police Department in the amount of \$88,500.00 which moves funds from Reserved for Salaries to various accounts within the Police Department to fund the recently ratified 3-year contract with the Police Patrol Officers Association (MPPOA) through FY2021.
-Refer to Finance Committee
2. 04-29-2019 – **Order No. 19-1007645:** Transfer Request for the Police Department in the amount of \$59,300.00 which moves funds from Reserved for Salaries to various accounts within the Police Department to fund the recently ratified 3-year contract with the Police Command Officers Association (MPCOA) through FY2021.
-Refer to Finance Committee
3. 04-29-2019 – **Order No. 19-1007643:** Transfer Request for the Department of Public Works in the amount of \$397,000.00 which moves funds from and to various accounts within Public Works to fund ongoing projects, step increases and overtime.
-Refer to Finance Committee
4. 04-29-2019 – **Order No. 19-1007647:** Transfer Request for the Department of Public Works in the amount of \$27,250.00 which moves funds from Reserved for Salaries to DPW Sick Leave Buy Back to fund the retirement benefit of a recently retired member of DPW.
-Refer to Finance Committee

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.



IN CITY COUNCIL

Marlborough, Mass., APRIL 29, 2019

PAGE 1

ORDERED:

That the Transfer Request for the Police Department in the amount of \$88,500.00 which moves funds from Reserved for Salaries to various accounts within the Police Department to fund the recently ratified 3-year contract with the Police Patrol Officers Association (MPPOA) through FY2021, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
		DEPT: Comptroller					FISCAL YEAR: 2019			
Available Balance		FROM ACCOUNT:					TO ACCOUNT:			Available Balance
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Reason:		
\$660,632.65				\$88,500.00	11990006	57820	Reserve for Salaries			
				\$63,000.00	12100001	50420	Police Officers	Contract	\$753,091.08	
				\$0.00				Budgeted for contracts		
				\$4,000.00	12100003	51360	Overtime - Training	Contract	\$8,905.21	
				\$0.00				Contract		
				\$2,000.00	12100003	51310	Overtime - Regular	Contract	\$57,318.52	
				\$0.00				Contract		
				\$6,000.00	12100003	51320	Overtime - Court	Contract	\$50,896.31	
				\$0.00				Contract		
				\$3,000.00	12100003	51319	Overtime - Cell watch	Contract	\$1,259.66	
								Contract		



IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

PAGE 2

ORDERED:

CITY OF MARLBOROUGH BUDGET TRANSFERS --

DEPT:	Comptroller	FISCAL YEAR:	2019
FROM ACCOUNT:		TO ACCOUNT:	
\$0.00		12100003 51329 On-Call Pay	\$3,279.74
Reason:		Reason: Contract	
\$0.00		12100003 51920 Sick Leave Buy Back	\$7,314.95
Reason:		Reason: Contract	
\$0.00		12100003 51490 Holiday	\$67,566.67
Reason:		Reason: Contract	
\$0.00		12100003 51450 Night Shift Differential	\$28,114.55
Reason:		Reason: Contract	
\$0.00		12100003 51440 Education Incentive	\$108,743.22
Reason:		Reason: Contract	
\$0.00		12100003 51410 First Responder	\$13,888.89
Reason:		Reason: Contract	
\$0.00		12100001 50435 Police Specialists	\$10,801.88
Reason:		Reason: Contract	
\$88,500.00	Total	\$88,500.00	Total

ADOPTED

ORDER NO. 19-1007644



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

7
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
2019 APR 25 A 11:14
MAYOR

Kate Flanagan
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

April 24, 2019

City Council President Edward J. Clancy
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request – Funding of MPPOA Contract

Honorable President Clancy and Councilors:

I am happy to report to you that the City of Marlborough and the Marlborough Police Patrol Officers Association (MPPOA) have reached an agreement on a new three year contract through Fiscal Year 2021.

This new contract is mutually beneficial to both sides. In keeping with previous agreements reached with other unions, this contract calls for a 6.5% cost of living increase over the term of the contract at 2% for 2019, 2.5% for 2020 and 2% for 2021. I have enclosed a transfer request totaling \$88,500.00.

I wish to thank the leadership of the patrol officers association for their willingness to work with the city in reaching a new contract. Thank you in advance for your consideration and do not hesitate to let me know if you have any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

f/c

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:	Comptroller	FISCAL YEAR:	TO ACCOUNT:	Account Description:	Available Balance
Amount	Org Code	Object	Org Code	Object	Account Description:
\$88,500.00	11990006	57820	12100001	50420	Police Officers
Reason:	Budgeted for contracts		Contract		\$753,091.08
\$0.00			12100003	51360	Overtime - Training
Reason:			Contract		\$8,905.21
\$0.00			12100003	51310	Overtime - Regular
Reason:			Contract		\$57,318.52
\$0.00			12100003	51320	Overtime - Court
Reason:			Contract		\$50,896.31
\$0.00			12100003	51319	Overtime - Cell watch
Reason:			Contract		\$1,259.66
\$0.00			12100003	51329	On-Call Pay
Reason:			Contract		\$3,279.74
\$0.00			12100003	51920	Sick Leave Buy Back
Reason:			Contract		\$7,314.95
\$0.00			12100003	51490	Holiday
Reason:			Contract		\$67,566.67
\$0.00			12100003	51450	Night Shift Differential
Reason:			Contract		\$28,114.55
\$0.00			12100003	51440	Education Incentive
Reason:			Contract		\$108,743.22

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: * Comptroller

FISCAL YEAR: 2019

FROM ACCOUNT:

TO ACCOUNT:

\$0.00

\$1,500.00

12100003 51410

First Responder \$13,888.89

Reason:

Reason:

Contract

\$0.00

\$1,000.00

12100001 50435

Police Specialists \$10,801.88

Reason:

Reason:

Contract

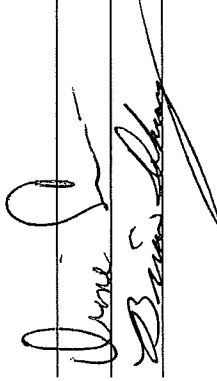
\$88,500.00 Total

\$88,500.00 Total

Department Head signature:

Auditor signature:

Comptroller signature:



Memorandum of Agreement

By and Between the
New England Police Benevolent Association, Inc., Local 81,
And
The City of Marlborough

WHEREAS, the City of Marlborough (the "City") and the New England Police Benevolent Association, Inc., Local 81 (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2018 through June 30, 2021; this offer and Agreement shall be considered off-the-record until ratified by Local 81's membership and the City. The bargaining teams shall sponsor and support such ratification;

WHEREAS, the City and Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the City agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. Article XIX – Salaries

Amend paragraphs one and two to read as follows:

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

Effective July 1, 2018 – 2%
Effective July 1, 2019 – 2.5%
Effective July 1, 2020 – 2 %

The wage rates are set forth 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.

2. Years of Service (New Article)

Insert a new article that provides as follows:

"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 creditable service for retirement benefits for members of the bargaining unit as of July 1, 2018."

3. Light Duty (New Article)

Insert a new Article XXV entitled "Temporary Modified Work Program (Light Duty) that provides as follows:

"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. 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."

4. Educational Incentive (Article XIX)

Effective upon the first pay period following ratification and appropriation of this Memorandum of Agreement by the City Council, amend Article XIX, Section 4 B. by removing the stricken language and inserting the bolded language below:

"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, ~~if the Patrol Officer holds a qualifying degree (as defined by Section 108L):~~

Master/Law Degree — \$6,000 (annually)
Bachelor Degree — \$3,750 (annually)

Master's Degree in Criminal Justice/Law Degree	\$7,000
Bachelor's Degree in Criminal Justice	\$5,000
Associates Degree in Criminal Justice	\$2,000
Master's Degree (Non Criminal Justice)	\$5,000
Bachelor's Degree (Non Criminal Justice)	\$2,000

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 active 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.

~~Above described payments shall be distributed in two (2) equal payments on July 1 and January 1.~~ The above described payments shall be distributed equally throughout the year during each pay period of employment."

5. First Responder Stipend (Article XIX)

Amend Article XIX Section 5 by inserting the following language:

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.

6. Side Letters of Agreement

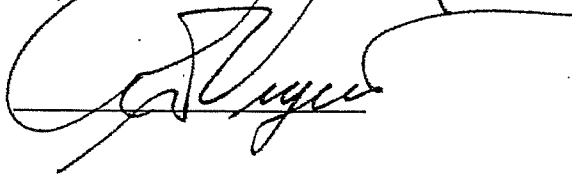
The Parties agree that they will work together in good faith during the term of the current contract to develop Side Letters of Agreement regarding the following matters: a Fitness Incentive Program, Training Time System, and a one-time payment (amount to be determined) to the MPD FIT program.

This Agreement is subject to ratification by the City of Marlborough and by the New England Police Benevolent Association, Inc., Local 81 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

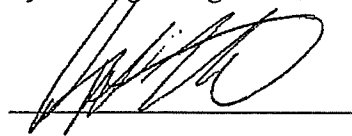
This Agreement has been duly executed by authorized representatives of the City of Marlborough and by New England Police Benevolent Association, Inc., Local 81.

IN WITNESS WHEREOF, the Union and the City, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 29 day of March 2019.

CITY OF MARLBOROUGH,
By its Bargaining Team,
duly authorized



NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 81
By its Bargaining Team, duly authorized,





IN CITY COUNCIL

Marlborough, Mass., _____

APRIL 29, 2019

PAGE 1

ORDERED:

That the Transfer Request for the Police Department in the amount of \$59,300.00 which moves funds from Reserved for Salaries to various accounts within the Police Department to fund the recently ratified 3-year contract with the Police Command Officers Association (MPCOA) through FY2021, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
	DEPT:	Comptroller				FISCAL YEAR:	2019			
Available		FROM ACCOUNT:				TO ACCOUNT:			Available	
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
\$660,632.65	\$59,300.00	11990006	57820	Reserve for Salaries	\$34,000.00	12100001	50500	Police Captains	\$36,368.77	
	Reason:	Budgeted for contracts			Reason:	Contract				
	\$0.00				\$8,500.00	12100003	51440	Educational Incentive	\$108,743.22	
	Reason:				Reason:	Contract				
	\$0.00				\$500.00	12100001	50510	Police Lieutenants	\$63,584.51	
	Reason:				Reason:	Contract				
	\$0.00				\$500.00	12100001	50820	Sergeants	\$128,608.15	
	Reason:				Reason:	Contract				
	\$0.00				\$4,500.00	12100003	51920	Sick Leave Buy Back	\$7,314.95	
	Reason:				Reason:	Contract				



IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

PAGE 2

ORDERED:

CITY OF MARLBOROUGH BUDGET TRANSFERS --			
DEPT:	Comptroller		FISCAL YEAR: 2019
	FROM ACCOUNT:		TO ACCOUNT:
\$0.00		\$200.00	12100003 51360 Overtime - Training \$8,905.21
Reason:		Reason:	Contract
\$0.00		\$5,500.00	12100003 51310 Overtime - Regular \$57,318.52
Reason:		Reason:	Contract
\$0.00		\$700.00	12100003 51320 Overtime - Court Time \$50,896.31
Reason:		Reason:	Contract
\$0.00		\$100.00	12100003 51319 Overtime - Cell Watch \$1,259.66
Reason:		Reason:	Contract
\$0.00		\$2,200.00	12100003 51490 Holiday \$67,566.67
Reason:		Reason:	Contract
\$0.00		\$1,800.00	12100003 51342 Longevity \$30,726.90
Reason:		Reason:	Contract
\$0.00		\$700.00	12100003 51450 Night Shift Differential \$28,114.55
Reason:		Reason:	Contract
\$0.00		\$100.00	12100003 51410 First Responder \$13,888.89
\$59,300.00	Total	\$59,300.00	Total

ADOPTED

ORDER NO. 19-1007645



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

8
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur J. Vigeant
MAYOR
2019 APR 25 A 11: 14

Kate Flanagan
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

April 24, 2019

City Council President Edward J. Clancy
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request – Funding of MPCOA Contract

Honorable President Clancy and Councilors:

I am happy to report to you that the City of Marlborough and the Marlborough Police Command Officers Association (MPCOA) have reached an agreement on a new three year contract through Fiscal Year 2021.

This new contract is mutually beneficial to both sides. In keeping with previous agreements reached with other unions, this contract calls for a 6.5% cost of living increase over the term of the contract at 2% for 2019, 2.5% for 2020 and 2% for 2021. I have enclosed a transfer request totaling \$59,300.00.

I wish to thank the leadership of the command officers association for their willingness to work with the city in reaching a new contract. Thank you in advance for your consideration and do not hesitate to let me know if you have any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures


F/c


CITY OF MARLBOROUGH
BUDGET TRANSFERS --

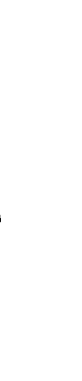
DEPT:	Comptroller	FISCAL YEAR:	2019	Available Balance			
Amount	FROM ACCOUNT:	TO ACCOUNT:	Account Description:	Available Balance			
	Org Code	Object	Amount	Org Code	Object	Account Description:	Available Balance
\$59,300.00	11990006	57820	\$34,000.00	12100001	50500	Police Captains	\$36,368.77
Reason:	Budgeted for contracts		Reason:	Contract			
\$0.00			\$8,500.00	12100003	51440	Educational Incentive	\$108,743.22
Reason:			Reason:	Contract			
\$0.00			\$500.00	12100001	50510	Police Lieutenants	\$63,584.51
Reason:			Reason:	Contract			
\$0.00			\$500.00	12100001	50820	Sergeants	\$128,608.15
Reason:			Reason:	Contract			
\$0.00			\$4,500.00	12100003	51920	Sick Leave Buy Back	\$7,314.95
Reason:			Reason:	Contract			
\$0.00			\$200.00	12100003	51360	Overtime - Training	\$8,905.21
Reason:			Reason:	Contract			
\$0.00			\$5,500.00	12100003	51310	Overtime - Regular	\$57,318.52
Reason:			Reason:	Contract			
\$0.00			\$700.00	12100003	51320	Overtime - Court Time	\$50,896.31
Reason:			Reason:	Contract			
\$0.00			\$100.00	12100003	51319	Overtime - Cell Watch	\$1,259.66
Reason:			Reason:	Contract			
\$0.00			\$2,200.00	12100003	51490	Holiday	\$67,566.67
Reason:			Reason:	Contract			

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:	Comptroller	FISCAL YEAR:	2019
	FROM ACCOUNT:	TO ACCOUNT:	
\$0.00		12100003 51342	Longevity
Reason:	\$1,800.00	Contract	\$30,726.90
		12100003 51450	Night Shift Differential
\$0.00	Reason: \$700.00	Contract	\$28,114.55
Reason:		12100003 51410	First Responder
\$0.00	Reason: \$100.00	Total	\$13,888.89
\$59,300.00	Total		

Department Head signature: 

Auditor signature: 

Comptroller signature: 

Memorandum of Agreement

By and between the

Marlborough Police Command Officers Local 366, MASSCOP, IUPA,
AFL-CIO

And

The City of Marlborough, Massachusetts

WHEREAS, the City of Marlborough (the "City") and the Marlborough Police Command Officers, Local 366, MASSCOP, AFL-CIO (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2018 through June 30, 2021; This offer and Agreement shall be considered *off-the-record* until ratified by Local 366's membership and the City. The bargaining teams shall sponsor and support such ratification.

WHEREAS, the City and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the City agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. Term of New Agreement

The New Agreement shall be effective for the three (3) year period from July 1, 2018 through June 30, 2021. Applicable date changes shall be made in the cover page, and in other appropriate provisions of the Contract in order to reflect the terms of the New Agreement.

2. Provisions of New Agreement

Except as modified by the changes provided in this Memorandum of Agreement, and/or except for such technical matters as date changes, all other provisions of the July 1, 2015 through June 30, 2018 Contract shall be carried over intact into the New Agreement.

3. Article VI (Union Activity)

Amend Section I by inserting the following italicized language:

"A union official and an aggrieved Command Officer shall be granted a reasonable amount of time, in pay status, *when the Union Official or Command Officer is scheduled to work*, 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 Command Officer. Said requested permission to be granted within a reasonable time by the immediate supervisor of said official and/or Command Officer.”

4. Article VII (Grievance Procedure)

Amend Step IV of the grievance procedure by removing the stricken language below:

“If the grievance remains unresolved, the Union may refer the grievance for the 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 has knowledge or reason to know of its occurrence or unless it is submitted to arbitration at Step IV within twenty (20) working days after the Mayor’s answer is received at Step III. ~~The Union reserves the right to submit a grievance to arbitration when more than twenty (20) working days have elapsed after the Mayor’s answer is due.”~~

5. Article XIX (Salaries)

The Parties agree to amend this Article as follows:

a) The Parties agree to increase base wages as follows:

Effective July 1, 2018	2% base wage increase
Effective July 1, 2019	2.5% base wage increase
Effective July 1, 2020	2% base wage increase

The wage rates are set forth in Addendum 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.

b) Insert a new Section X that provides as follows:

In exchange for agreeing to the drug testing policy and light duty provisions, the wage scale (ADDENDUM) shall be adjusted to reflect a one-time \$2,000 increase to the base salaries of all Command Officers effective on the first payroll after ratification.

6. New Article XXV (Light Duty)

Insert a new Article XXV entitled “Temporary Modified Work Program (Light Duty)” that provides as follows:

“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. 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."

7. New Article XXVI (Drug Testing)

Insert a new Article XXVI entitled "Drug Testing" that provides as follows:

I - Purpose

The purpose of this policy is to provide employees and officials of the City of Marlborough ("City") with notice of the provisions of the City's Drug and Alcohol Testing Policy ("Policy") as it affects them. It is the policy of the City that a drug and alcohol-free work place must be maintained by City employees at all times and this requirement justifies the use of reasonable employee drug and alcohol testing program. The use of controlled substances and other forms of drug and alcohol abuse seriously impair an employee's physical and mental health, and thus safety and job performance. To ensure high standards of performance for performing City business and to preserve public trust and confidence in the City's workforce, there shall be a testing program to detect drug and alcohol use in the workplace.

II - Application

This Policy applies to all Command Police Officers in the City of Marlborough.

III - Definitions

Prohibited Substances

Prohibited substances include, but are not limited to: cocaine, opiates (e.g., heroin, codeine), phencyclidine (PCP), cannabinoids (marijuana), amphetamines, and alcohol. The City will test for all of these substances. For the purposes of this Policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low

molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Legal and Prescribed Drugs

A legal prescription means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The appropriate use of legally prescribed and non-prescription medications is not prohibited so long as it does not impair the officer in the performance of his/her duties. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing work-related duties. The misuse or abuse of legally prescribed drugs or the use of illegally obtained prescription drugs shall be considered prohibited conduct. This prohibition includes the use of medication that is prescribed to an individual other than the employee.

IV – Prohibited Conduct

The following conduct is prohibited:

- A. Unauthorized use, possession, manufacture, distribution, dispensation, purchase, or sale of a prohibited substance or alcohol on City business, in City-owned vehicles, in vehicles being used for City purposes, during working hours, effecting work in the workplace, or on City property (except for use of alcohol on City property during non-working hours where use is permitted, and where such use does not affect work performance).
- B. Unauthorized storage of any prohibited substance or drug paraphernalia in a desk, locker, City vehicle or vehicle used for City business or other repository on City property.
- C. Reporting to work under the influence of alcohol or prohibited substance while on City business, in City supplied vehicles, in vehicles being used for City business, during working hours, or on City property.
- D. Possession, use, manufacture, distribution or sale of a prohibited substance while off-duty.
- E. Switching or adulterating any blood, urine, hair or other test sample collected pursuant to this Policy.
- F. Refusing consent to testing or refusing to submit a breath, urine, blood, hair or other test sample for testing, provided that such testing is ordered and such sample is required in accordance with the provisions of this Policy.
- G. Failing to adhere to the terms of any rehabilitation agreement which the employee has signed.

- H. Conviction, guilty plea or charge that is continued without a finding (CWOFF) under any state or federal drug or alcohol statute.
- I. Failure to immediately notify the appropriate City official of any arrest or conviction for a drug or alcohol offense.
- J. Refusing to comply with the terms of a rehabilitation agreement entered into in accordance with the provisions of this Policy.

Note: Employees shall notify a supervisor if they are taking prescription drugs that could impair performance.

V – Reasons for Testing

Testing of employees for drug and/or alcohol use will be conducted in the following circumstances:

- A. All covered employees will be subject to drug and/or alcohol testing where there is reasonable suspicion to believe that the employee is under the influence of alcohol or a prohibited substance in violation of this Policy. A determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The observations must be recent, and a supervisor who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse, must be able to express clearly those observations. The behavior leading to the determination must be documented, as witnessed by the supervisor, within 24 hours. Examples of reasonable suspicion include, but are not limited to the following:
 - Overt signs and symptoms of impairment
 - The detectable odor of alcohol
 - Evidence of drug use, including, but not limited to possession of drug paraphernalia

No test based on reasonable suspicion will be conducted without the written approval of the Mayor or his/her designee.

- B. Each surviving driver involved in an on-duty vehicular accident shall be subject to post-accident drug and alcohol testing if any one of the following conditions is met:
 - There is a fatality; or
 - The driver is cited for a moving violation AND either:
 - The vehicle is towed from the scene; or
 - Someone is medically evacuated from the scene.

VI – Consequences of a Policy Violation

A positive test in violation of this Policy will result in discipline in accordance with the disciplinary procedures detailed below. Additional violations of this Policy will result in further disciplinary action, up to and including termination from employment.

The following disciplinary actions will be taken for violation of this Policy:

1. First Violation: Depending on the specific circumstances of the case, an employee may receive a suspension without pay for his first violation of this Policy. Employees will be advised that subsequent violations of the Policy may result in further discipline, up to and including immediate termination of employment. Prior to returning from the unpaid leave, the employee shall seek assistance through the Employee Assistance Program (EAP), and provide a certificate to the Mayor establishing that he/she has successfully completed the program.

Note: The City may proceed directly to a more advanced step where there are compelling reasons to justify immediately termination. Follow-up testing shall be conducted after first offense to include a minimum of six random tests during the first 12 months back to work and follow-up testing may continue for up to five years.

2. Subsequent Violations: May result in termination of employment.

VII – Testing Procedures

Drug and alcohol Testing will be conducted by an approved National Institute of Drug Abuse (NIDA) and/or Department of Health and Human Services (DHHS) laboratory. Collection of samples will follow accepted “chain of custody” procedures and include bifurcated samples to assure that the donor will be provided with a sample at his/her request. For positive drug screen results, a representative from the testing laboratory will contact the donor, conduct a medical history, and coordinate with the employee’s personal physician, as necessary, to make a final determination of presence of illegal drugs in a test.

Drug and alcohol testing for City employees under this Policy will be conducted as follows:

1. Upon notification that an employee is subject to testing under this Policy, the Department Head or his designee will contact the Mayor who will arrange for the drug and/or alcohol testing.
2. The Mayor or his/her designee or the Department Head or his/her designee will promptly set up an appointment for the appropriate tests to be conducted.
3. The employee will go to the appropriate testing facility, will present a picture I.D. and provide the necessary test samples.
4. Urine samples will be used to test for controlled substances. Split test samples will be maintained under accepted chain of custody procedures. Breath tests will be used for alcohol testing

5. Test results will be provided to the Mayor or his/her designee. The following initial cutoff levels shall be used when screening specimens to determine whether a specimen is negative:

TetraHydraCannabinol (THC)	50 ng/ml
Amphetamines	500 ng/ml
Methamphetamines	500 ng/ml
Cocaine	150 ng/ml
MDMA (Ecstasy)	500 ng/ml
Opiates	2,000 ng/ml
Monoacetyl morphine	10 ng/ml
Phencyclidine (Angel dust, PCP)	25 ng/ml
Codeine	300 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

TetraHydraCannabinol (THC)	15 ng/ml
Amphetamines	250 ng/ml
Methamphetamines	250 ng/ml
Cocaine	100 ng/ml
MDMA (Ecstasy)	250 ng/ml
Opiates	2,000 ng/ml
Monoacetyl morphine	10 ng/ml
Phencyclidine (Angel dust, PCP)	25 ng/ml
Codeine	300 ng/ml

A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by a qualified individual.

0.02 and below is negative
 0.021 – 0.049 requires 24 hours off work
 0.05 and above is positive

6. If an employee tests positive for drugs, he/she at his/her own expense may within twenty-four (24) hours have the second sample, held under chain of custody, tested at another NIDA and DHHA-approved laboratory and shall provide the test results to the City.
7. If an employee tests positive in a single test, the employee will be referred to a certified Substance Abuse Counselor for appropriate counseling and completion of the EAP. Failure to abide by the requirements of the EAP or the directives of the SAC will result in further discipline, up to and including termination of

employment. The Substance Abuse Counselor will be a member of the staff of the City-provided Employee Assistance Program. Nothing in this provision shall be construed to limit the City's authority to discipline an employee who has tested positive under this Policy.

VIII – Amendments

The City expressly reserves the right to amend this Policy.

IX – Confidentiality

Results of tests conducted pursuant to this Policy, as well as documents related to treatment or participation in EAP shall remain strictly confidential and shall remain separate from other personnel material.

8. Article XIX (Salaries)

Insert a new Section X entitled "Canine Stipend" that provides as follows:

A. The Police Chief, in his sole discretion, shall select an officer to serve as a full time canine handler who 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 XIX 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.

9. Article XIX (Salaries)

Amend Section III by inserting the following italicized language and removing the stricken language below:

~~Effective July 1, 1999,~~ all Command Officers with ten (10) or more years of police service *with the City of Marlborough* shall receive a weekly differential equal to five (5%) percent of their annual base salary in addition to regular weekly compensation and any other differential to which they may be entitled."

10. Article XII (Vacations)

Amend Section VIII by inserting the following italicized language:

Command Officers who were Police Officers in the Marlborough Police Department shall observe an anniversary date for vacations and years of service for vacations consistent with the date and years they have enjoyed as *Marlborough* Police Officers.

11. Article XXII (Promotions and Vacancies for Captains, Lieutenants, and Sergeants)

Amend Section entitled "Eligibility" by inserting the following italicized language below:

"To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent full time member of the Marlborough Police department for a minimum of five years full time service with the department and with a minimum of two years of service as a Sergeant with the Marlborough Police as of the assessment date and have a minimum of a bachelor's degree. *Alternatively, candidates without a bachelor's degree will become eligible upon three or more years of service as a Sergeant with the Marlborough Police Department.*

12. Duration of Agreement (Former Article XXV)

Renumber former Article XXV entitled "Duration of Agreement" to Article XXVII and revise language such that it reads as follows:

This Agreement shall be in force and effect from July 1, 2018 through, to and including June 30, 2021. On mutually agreed dates at the Mayor's convenience, negotiations shall start for a new Command Officer 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 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 12th day of April 2019

CITY OF MARLBOROUGH,
By its Bargaining Team,
duly authorized,

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



IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

PAGE 1

ORDERED:

That the Transfer Request for the Department of Public Works in the amount of \$397,000.00 which moves funds from and to various accounts within Public Works to fund ongoing projects, step increases and overtime, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH BUDGET TRANSFERS --

DEPT:		Department of Public Works/Public Facilities				FISCAL YEAR:		2019				
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance		
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Amount	Reason:	Amount	Reason:	Amount
\$295,449		61090001	50740	Equipment Operator	\$2,300.00	60085001	50850	Treat. Plant Op.		\$45,868		
									Due to step increase			
					\$7,000.00	60085001	50910	Chief Treat. Plant Op.		\$8,686		
									Due to step increase			
					\$3,000.00	60085003	51310	Overtime		\$0		
									Due to increased flow			
					\$40,000.00	60085006	55980	West Waste Water Tr.		\$29,782		
									Due to new permit from DEP / increased flow			
					\$7,000.00	14001303	51310	Overtime		\$3,112		
									Due to vacancy			
\$59,300.00		Total			\$59,300.00	Total						



IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

PAGE 2

ORDERED:

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
		DEPT: Department of Public Works/Public Facilities						FISCAL YEAR: 2019	
		FROM ACCOUNT:						TO ACCOUNT:	
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$295,449	\$35,000.00	61090001	50740	Equipment Operator	\$50,000.00	60081006	55950	East Waste Water Tr.	\$9,521
	Reason:	Excess due to vacancy						Due to new permit from DEP / increased flow	
\$78,150	\$15,000.00	60081001	50850	Treatment Plant Op.					
	Reason:	Excess due to vacancy							
\$41,747	\$17,700.00	13032001	50690	Foreman	\$15,000.00	11920003	51300	Additional Gross-OT	\$0
	Reason:	Excess due to vacancy						Due to vacancies	
					\$2,700.00	14001403	51470	Interim Foreman	\$0
	Reason:							Due to medical leave	
\$295,449	\$45,000.00	61090001	50740	Equipment Operator	\$105,000.00	61090006	55710	Water Maintenance	\$37,896
	Reason:	Excess due to vacancy						Ongoing projects	
\$101,211	\$60,000.00	61090001	50690	Foreman					
	Reason:	Excess due to vacancy							
	\$172,700.00	Total			\$172,700.00	Total			



IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

PAGE 3

ORDERED:

CITY OF MARLBOROUGH BUDGET TRANSFERS -									
		DEPT: Department of Public Works/Public Facilities						FISCAL YEAR: 2019	
		FROM ACCOUNT:						TO ACCOUNT:	
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$41,747	\$24,000.00	13032001	50690	Foreman	\$75,000.00	11920006	53999	Other Services	\$0
	Reason:	Excess due to vacancy					Ongoing projects		
\$40,079	\$20,000.00	13032001	50386	HVAC					
	Reason:	Excess due to vacancy							
\$43,082	\$16,000.00	13032001	50385	Electrician					
	Reason:	Excess due to medical leave							
\$26,564	\$15,000.00	60080001	50630	Asst. Comm. Utilities					
	Reason:	Excess due to vacancy							
\$221,032	\$50,000.00	14001503	50740	Equipment Operator	\$90,000.00	14001504	53140	Contract Services	\$473
	Reason:	Excess due to vacancy					Ongoing projects		
\$295,449	\$40,000.00	61090001	50740	Equipment Operator					
	Reason:	Excess due to vacancy							
	\$165,000.00	Total			\$165,000.00	Total			

ADOPTED

ORDER NO. 19-1007643



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

6
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
2019 APR 25 AM 11:14

Kate Flanagan
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

P/C

April 25, 2019

City Council President Edward J. Clancy
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request – Department of Public Works

Honorable President Clancy and Councilors:

I am submitting for your review transfer requests from the Department of Public Works totaling \$397,000. These requests are being funded from surpluses within the Department of Public Works operating budget.

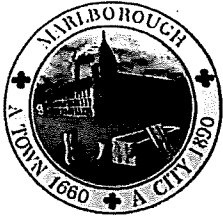
These funds will be used for ongoing projects, step increases and over time. Please see enclosed a letter from John Ghiloni and the transfer sheets.

Thank you for your consideration and please do not hesitate to contact John Ghiloni with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough
Department of Public Works

135 NEIL STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. 508-624-6910
*TDD 508-460-3610

JOHN L. GHILONI
COMMISSIONER

April 24, 2019

Mayor Arthur G. Vigeant
City Hall
140 Main Street
Marlborough, MA 01752

Re: Transfer Requests

Dear Mayor Vigeant:

Enclosed herewith are the Department of Public Works and Public Facilities Department transfers for Fiscal Year 2019. These requests are being funded from surpluses within the operating budget.

Explanations for transfers have been included with each line item.

Please contact me if you require any additional information.


Sincerely,


John L. Ghiloni,
Commissioner


CITY OF MARLBOROUGH
BUDGET TRANSFERS --
Department of Public Works/Public Facilities

DEPT: Department of Public Works/Public Facilities FISCAL YEAR: 2019

Available Balance	FROM ACCOUNT:		TO ACCOUNT:		Available Balance	
Amount	Org Code	Object	Org Code	Object	Account Description:	
\$295,449	61090001	50740	60085001	50850	Equipm. Operator Treat. Plant Op.	\$45,868
Reason:	<u>Excess due to vacancy</u>					
Reason:	60085001	50910	60085001	50910	Chief Treat. Plant Op.	\$8,686
Reason:	<u>Due to step increase</u>					
Reason:	60085003	51310	60085003	51310	Overtime	\$0
Reason:	<u>Due to increased flow</u>					
Reason:	60085006	55980	60085006	55980	West Waste Water Tr.	\$29,782
Reason:	<u>Due to new permit from DEP / increased flow</u>					
Reason:	14001303	51310	14001303	51310	Overtime	\$3,112
Reason:	<u>Due to vacancy</u>					
\$59,300.00	Total		\$59,300.00	Total		


Department Head signature: 


Auditor signature: 


Comptroller signature: 

CITY OF MARLBOROUGH
BUDGET TRANSFERS --
Department of Public Works/Public Facilities

DEPT:	Department of Public Works/Public Facilities				FISCAL YEAR:	2019				
Available Balance					TO ACCOUNT:					
\$295,449	Amount	FROM ACCOUNT:	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
	\$35,000.00	61090001	50740	Equipment Operator		\$50,000.00	60081006	55950	East Waste Water Tr.	\$9,522
	Reason:	Excess due to vacancy					Due to new permit from DEP / increased flow			
\$78,150	\$15,000.00	60081001	50850	Treatment Plant Op.			11920003	51300	Additional Gross-OT	\$0
	Reason:	Excess due to vacancy					Due to vacancies			
\$41,747	\$17,700.00	13032001	50690	Foreman			14001403	51470	Interim Foreman	\$0
	Reason:	Excess due to vacancy					Due to medical leave			
\$295,449	\$45,000.00	61090001	50740	Equipment Operator		\$105,000.00	61090006	55710	Water Maintenance	\$37,899
	Reason:	Excess due to vacancy					Ongoing projects			
\$101,211	\$60,000.00	61090001	50690	Foreman						
	Reason:	Excess due to vacancy								
	\$172,700.00	Total				\$172,700.00	Total			

Department Head signature: 

Auditor signature: 

Comptroller signature: 



IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

ORDERED:

That the Transfer Request for the Department of Public Works in the amount of \$27,250.00 which moves funds from Reserved for Salaries to DPW Sick Leave Buy Back to fund the retirement benefit of a recently retired member of DPW, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		DPW		FISCAL YEAR:		2019			
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$660,632.65	\$27,250.00	11990006	57820	Reserve for Salaries	\$27,250.00	14001503	51920	DPW-Sick Leave Buy Back	\$3.08
Reason:		To fund sick leave buy back due to a retirement							
	\$27,250.00	Total			\$27,250.00	Total			

ADOPTED

ORDER NO. 19-1007647



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

10
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR
2019 APR 25 A 11: 14

Kate Flanagan
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

April 24, 2019

City Council President Edward J. Clancy
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request – Marlborough Department of Public Works


Honorable President Clancy and Councilors:

I am pleased to submit for your review a transfer request in the amount of \$27,250.00 for the sick leave retirement benefit of a recently retired Department of Public Works employee. Upon your approval, these funds will be moved from the Reserve for Salaries account into the Sick Leave Buy Back account.

Please see enclosed a letter from John Ghiloni and the transfer sheet.

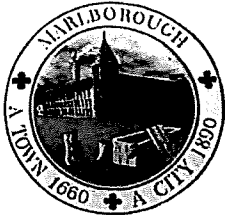
Thank you for your consideration and please do not hesitate to contact John Ghiloni with any questions.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures

f/c



City of Marlborough
Department of Public Works

135 NEIL STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. 508-624-6910
*TDD 508-460-3610

JOHN L. GHILONI
COMMISSIONER

Mayor Arthur G. Vigeant,
City Hall
140 Main Street
Marlborough, MA 01752

Re: Transfer Request

Dear Mayor Vigeant:

Enclosed herewith is a transfer request from the Department of Public Works for a contractual obligation due to the retirement of an employee.

Please let me know if require any additional information.

Sincerely,

John L. Ghiloni,
Commissioner

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:	DPW	FISCAL YEAR:	2019	TO ACCOUNT:	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
FROM ACCOUNT:												
Amount												
\$27,250.00	1190006	57820	Reserve for Salaries	\$27,250.00	14001503	51920	DPW-Sick Leave Buy Back					\$3.08
Reason:	To fund sick leave buy back due to a retirement											
Reason:												
Reason:												
Reason:												
Reason:												
Reason:												
Total	\$27,250.00	Total	\$27,250.00	Total								

Department Head signature: _____
Auditor signature: _____
Comptroller signature: _____