

CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: November 14, 2019

Time: 7:00 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 NOV -8 A 10: 02

1. 10-28-2019 – **Order No. 19-1007844:** Transfer Request in the amount of \$322,873.25 which moves funds from Reserved for Salaries to various accounts within the Fire Department to fund the contract with Firefighters Local 1714, for the period July 1, 2018 to June 30, 2021.
-Refer to Finance Committee
2. 10-21-2019 – **Order No. 19-1007818:** Transfer Request in the amount of \$150,000.00 from Undesignated Funds to Capital Outlay-DPW Projects, to fund mitigation payment pursuant to the Special Permit for the project at 421 Bolton Street.
-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., OCTOBER 28, 2019
PAGE 1

ORDERED:

Suspension of the Rules requested – granted.

That the Transfer Request in the amount of \$322,873.25 which moves funds from Reserved for Salaries to various accounts within the Fire Department to fund the contract with the Firefighters Local 1714, for the period July 1, 2018 to June 30, 2021, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH BUDGET TRANSFERS -

DEPT: Comptroller					FISCAL YEAR: 2020				
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$990,000.00</u>	<u>\$322,873.25</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$16,702.67</u>	<u>12200001</u>	<u>50334</u>	<u>Battalion Chief</u>	<u>\$239,387.84</u>
Reason:	<u>Fund contractual obligations</u>				Reason:	<u>Contractual Obligation</u>			
					<u>\$156,922.75</u>	<u>12200001</u>	<u>50450</u>	<u>Firefighters</u>	<u>\$2,472,816.18</u>
Reason:					Reason:	<u>Contractual Obligation</u>			
					<u>\$14,617.33</u>	<u>12200001</u>	<u>50800</u>	<u>Fire Captains</u>	<u>\$219,147.72</u>
Reason:					Reason:	<u>Contractual Obligation</u>			
					<u>\$1,887.50</u>	<u>12200001</u>	<u>50805</u>	<u>Fire Inspector</u>	<u>\$75,500.00</u>
Reason:					Reason:	<u>Contractual Obligation</u>			



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

ORDERED:

PAGE 2

					<u>\$27,532.88</u>	<u>12200001 50810</u>	<u>Fire Lieutenants</u>	<u>\$405,154.29</u>
Reason:							<u>Contractual Obligation</u>	
					<u>\$224.00</u>	<u>12200001 51210</u>	<u>Civil Defense Director</u>	<u>\$8,960.00</u>
Reason:							<u>Contractual Obligation</u>	
					<u>\$4,299.95</u>	<u>12200003 51226</u>	<u>Fire Depart/First Responder</u>	<u>\$39,236.81</u>
Reason:							<u>Contractual Obligation</u>	
					<u>\$20,359.09</u>	<u>12200003 51300</u>	<u>Additional Gross Overtime</u>	<u>\$303,861.59</u>
Reason:							<u>Contractual Obligation</u>	
					<u>\$1,924.32</u>	<u>12200003 51324</u>	<u>Overtime/Vehicle Maintenance</u>	<u>\$26,100.85</u>
Reason:							<u>Contractual Obligation</u>	
					<u>\$3,451.41</u>	<u>12200003 51328</u>	<u>Call Fire Overtime</u>	<u>\$70,810.60</u>
Reason:							<u>Contractual Obligation</u>	
					<u>\$4,747.50</u>	<u>12200003 51412</u>	<u>Hazmat Pay</u>	<u>\$7,500.00</u>
Reason:							<u>Contractual Obligation</u>	



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 28, 2019

ORDERED:

PAGE 3

					\$8,352.61	12200003	51430	Longevity	\$176,057.15
	Reason:					Reason:		Contractual Obligation	
					\$12,848.16	12200003	51440	Educational Incentive	\$253,762.58
	Reason:					Reason:		Contractual Obligation	
					\$6,279.49	12200003	51450	Night Shift Differential	\$58,325.20
	Reason:					Reason:		Contractual Obligation	
					\$9,227.66	12200003	51480	Emergency Medical Training	\$178,993.66
	Reason:					Reason:		Contractual Obligation	
					\$427.42	12200003	51481	Training Special Services	\$9,361.72
	Reason:					Reason:		Contractual Obligation	
					\$19,609.50	12200003	51490	Holiday	\$345,363.30
	Reason:					Reason:		Contractual Obligation	
					\$9,074.61	12200003	51920	Sick Leave Buy Back	\$184,000.00
	Reason:					Reason:		Contractual Obligation	
					\$4,384.40	12200003	51940	Clothing Allowance	\$74,262.86
	Reason:					Reason:		Contractual Obligation	
	\$322,873.25	Total			\$322,873.25	Total			

ADOPTED

ORDER NO. 19-1007844



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlbrough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 OCT 28 P 6:45
Arthur G. Vigeant
MAYOR
Nathan R. Boudreau
EXECUTIVE AIDE
Patricia Bernard
EXECUTIVE SECRETARY

S/R - (M)
L F/C

October 28, 2019

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

Re: Transfer Request – Memorandum of Agreement – Firefighters Local 1714

Honorable President Clancy and Councilors:

Thank you for your consideration in suspending the rules to move on this transfer request. Please find enclosed for your review a transfer request in the amount of \$322,873.25 which moves funds to the various Marlborough Fire Department accounts to fund contract provisions within the Memorandum of Agreement between the City of Marlborough and Local 1714, International Association of Firefighters, AFL-CIO, CLC for the period of July 1, 2018, and June 30, 2021.

This new contract is mutually beneficial to both sides, and keeps 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 FY2019, 2.5% for FY2020 and 2% for FY2021. I have enclosed a transfer request totaling \$322,873.25. Some of the highlights of this contract are mandatory drug testing and light duty for injured employees.

I wish to thank William Taylor and the entire Executive Committee of the International Association of Fire Fighters Local 1714 for their willingness to work with the city in reaching a new agreement.

Thank you for your consideration, and do not hesitate to let me know if you have any questions.

Sincerely,


Arthur Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

	DEPT:	Comptroller				FISCAL YEAR:			2020
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$990,000.00</u>	<u>\$322,873.25</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$16,702.67</u>	<u>12200001</u>	<u>50334</u>	<u>Battalion Chief</u>	<u>\$239,387.84</u>
	Reason:	<u>Fund contractual obligations</u>			Reason:	<u>Contractual Obligation</u>			
					<u>\$156,922.75</u>	<u>12200001</u>	<u>50450</u>	<u>Firefighters</u>	<u>\$2,472,816.18</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$14,617.33</u>	<u>12200001</u>	<u>50800</u>	<u>Fire Captains</u>	<u>\$219,147.72</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$1,887.50</u>	<u>12200001</u>	<u>50805</u>	<u>Fire Inspector</u>	<u>\$75,500.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$27,532.88</u>	<u>12200001</u>	<u>50810</u>	<u>Fire Lieutenants</u>	<u>\$405,154.29</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
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	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$20,359.09</u>	<u>12200003</u>	<u>51300</u>	<u>Additional Gross Overtime</u>	<u>\$303,861.59</u>
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					<u>\$3,451.41</u>	<u>12200003</u>	<u>51328</u>	<u>Call Fire Overtime</u>	<u>\$70,810.60</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:	Comptroller	FISCAL YEAR:	2020
	FROM ACCOUNT:	TO ACCOUNT:	
		12200003 51412 Hazmat Pay	\$7,500.00
Reason:		Reason: Contractual Obligation	
		12200003 51430 Longevity	\$176,057.15
Reason:		Reason: Contractual Obligation	
		12200003 51440 Educational Incentive	\$253,762.58
Reason:		Reason: Contractual Obligation	
		12200003 51450 Night Shift Differential	\$58,325.20
Reason:		Reason: Contractual Obligation	
		12200003 51480 Emergency Medical Training	\$178,993.66
Reason:		Reason: Contractual Obligation	
		12200003 51481 Training Special Services	\$9,361.72
Reason:		Reason: Contractual Obligation	
		12200003 51490 Holiday	\$345,363.30
Reason:		Reason: Contractual Obligation	
		12200003 51920 Sick Leave Buy Back	\$184,000.00
Reason:		Reason: Contractual Obligation	
		12200003 51940 Clothing Allowance	\$74,262.86
Reason:		Reason: Contractual Obligation	
\$322,873.25	Total	\$322,873.25	Total

Department Head signature: _____

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Comptroller


FISCAL YEAR: 2020

FROM ACCOUNT:

TO ACCOUNT:

Auditor signature:

Comptroller signature:

A handwritten signature in black ink, appearing to read "Brian Kelly", is written over a horizontal line. The signature is fluid and cursive.

Memorandum of Agreement

By and between the

LOCAL 1714, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, CLC

And

The City of Marlborough, Massachusetts

WHEREAS, the City of Marlborough (the "City") and LOCAL 1714, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2018 through June 30, 2021;

WHEREAS, This Agreement is subject to ratification by Local 1714'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:

October 28, 2019

1. Term of New Contract (Article XXXII)

The new Contract 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, Article XXXII and in other appropriate provisions of the Contract in order to reflect the term of the new Contract.

2. Provisions of New Contract

Except as modified by any such interim or other agreements between the parties and/or except as modified during these negotiations and/or except for such technical matters as date changes, all other provisions of the July 1, 2015 – June 30, 2018 Contract shall be carried over intact into the successor Contract.

3. Recognition (Article I)

Add new Section 5 that reads as follows: Attendance by Union President or Vice President to Line of Duty Death Funerals in Massachusetts up to two day shifts.

4. Article VII (Vacation)

Modify Section III, Subsection B by deleting the stricken language and adding the italicized language as follows:

In addition to the provisions of subsection A) of this article, employees may take vacations one day or night tour at a time, without the posting required in the above referenced subsection, ~~providing the employee provides verbal notice to the department before the actual starting time of the shift when the vacation day is to be taken~~ *provided the employee provides verbal notice to the department before 0700 hours for a scheduled day shift or before 1600 hours before a scheduled night shift. If not practicable to notify before 0700 or 1600 hours, then requests submitted after 0700 or 1600 hours, as applicable, shall be considered and not be unreasonably denied.*

5. Article IX (Sick Leave)

The parties agree that members will provide verbal notice to the department before 0700 hours for a scheduled day shift or before 1600 hours before a scheduled night shift. If not practicable to notify before 0700 or 1600 hours, then requests submitted after 0700 or 1600 hours, as applicable, shall be considered and not be unreasonably denied.

6. Article XXIX (Miscellaneous)

The Parties agree that alpha-numeric pagers will be phased out and no longer used effective June 30, 2020. Subsection H of Article XXIX will be deleted, effective July 1, 2020. Bargaining unit members will be required to turn in their pager no later than July 1, 2020. Employees will be responsible for any cost/fee charged to the City associated with a pager that is not turned in.

7. New Article (Temporary Modified Work Program (Light Duty))

Insert a new article 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 firefighter is eligible for temporary modified work, the Chief may assign that firefighter to a Temporary Modified Work Program (TMWP). Failure of the firefighter 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 a firefighter can do temporary modified work shall be made only after a review of the specific duties that the firefighter will be asked to perform. The City-designated physician shall give his or her opinion as to whether the firefighter can perform the specific tasks enumerated.

A firefighter may challenge the City's or 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 firefighter'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 firefighter'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 parties agree to submit the dispute for expedited arbitration at the Department of Labor Relations. 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.

Alternatively, if an employee's physician indicates an ability to perform a TMWP or light duty work, the Chief may assign that firefighter to a TMWP.

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 non-occupational sick leave may request a temporary modified work assignment. If the employee's physician determines that the employee is eligible for TMWP, the Fire Chief may assign that employee to a temporary modified work program. The City may also request that the employee's physician provide an opinion on the employee's ability to perform a TMWP. The City shall also have the right to require that the

employee be examined by a City-designated physician in order to determine the employee's ability to return to temporary modified work.

Section 3. General Provisions

(a) Temporary modified work duties shall be related to the duties of a firefighter and may include, but not be limited to, the following: data entry, report writing, fire prevention activities, fire inspections, community education, research, and training.

(b) The Fire Chief, at his or her sole discretion, may limit the number of firefighters on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the firefighter whether or not the TMWP is to continue. In no event will a firefighter 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 Fire Chief or Acting Chief will determine the work schedule consistent with TMWP assigned, and unless necessary for the work will not consist of 24 hour shifts. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the firefighter's need for on-going treatment.

(d) Firefighters on TMWP shall not be eligible for any overtime except in extraordinary circumstances with the advance approval of the Fire Chief or Acting Chief.

8. New Article (Drug Testing)

Insert a new Article 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 bargaining unit members 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 consistent with just cause. 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 employee's first violation of this Policy up to five days. 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 – 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.

9. New Article (Military Leave)

Insert a new Article entitled "Military Leave" that states the following:

The City will provide Firefighters with Military Leave in accordance with the provisions of M.G.L. c. 33, s. 59. Members must request leave with a copy of orders in advance of the leave being granted.

10. BiWeekly Pay (Article XII)

Amend Section 1 by inserting the below language:

"All employees shall be paid by way of electronic, paperless, direct deposit on a weekly or biweekly basis, to be determined by the City. All references in this contract to weekly compensation shall be made consistent with biweekly pay."

11. Salary Schedule (Article XII)

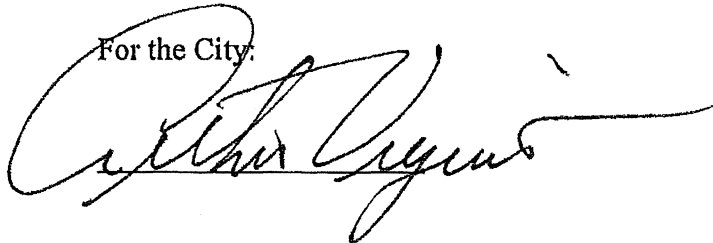
Update subsection A to reflect salary increase as follows: 7/01/2018 – 2%, 7/1/2019 – 2.5%, 7/1/2020 – 2%

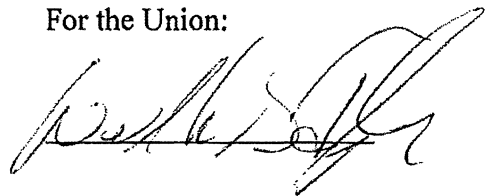
In exchange for agreeing to the drug testing program and the temporary modified work program, the base wages for the position of Firefighter will be increased by \$1000.00, effective January 1, 2020. The \$500 off-year June payment for Master Firefighter at 10 or more years will be eliminated and instead added to the base one time, effective July 1, 2020, for all firefighters who have ten (10) or more years of service. Effective July 1, 2020, for all firefighters who have five (5) or more years of service, \$250 will be added to the base one time. The Parties agree that the \$500 off-year payment that would otherwise be paid in June of 2020 will not be paid.

The above changes will be memorialized in an updated salary schedule for all firefighters.

12. Master Firefighter (Article XII)

Clarify language in Section III (Master Firefighter) consistent with practice. Modify wage schedules to reflect 10 year, 20 year, and 25 year marks and delete corresponding language in Section III. Delete subsection C in accordance with change noted in No. 11 above.

For the City:


For the Union:




IN CITY COUNCIL

Marlborough, Mass., OCTOBER 21, 2019

ORDERED:

That the Transfer Request in the amount of \$150,000.00 from Undesignated Funds to Capital Outlay-DPW Projects, to fund mitigation payment pursuant to the Special Permit for the project at 421 Bolton Street, be and is herewith refer to **FINANCE COMMITTEE**

CITY OF MARLBOROUGH BUDGET TRANSFERS --

DEPT: DPW

FISCAL YEAR: 2020

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$13,319,020.00</u>	<u>\$150,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$150,000.00</u>	<u>19300006</u>	<u>58514</u>	<u>Capital Outlay-DPW Projects</u>	<u>\$0.00</u>
Reason:		<u>Mitigation funds from BSL per special permit conditions</u>							
	<u>\$150,000.00</u>	Total			<u>\$150,000.00</u>	Total			

ADOPTED

ORDER NO. 19-1007818



5
City of Marlborough
Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

www.marlborough-ma.gov

RECEIVED MAYOR
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 OCT 17 A 11:25
EXECUTIVE AIDE
Patricia Bernard
EXECUTIVE SECRETARY

October 17, 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:

Please find enclosed for your review and approval a transfer in the amount of \$150,000.00 to fund mitigation payments for a project located at 421 Bolton Street.

If approved, this transfer will move the funds from the Undesignated Funds account into the Capital Outlay – DPW Projects account.

If you have any questions or concerns, please do not hesitate to contact Commissioner Ghiloni, Comptroller Doheny or me.

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

October 16, 2019

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

Re: Mitigation Funds

Dear Mayor Vigeant:

I am writing to request the transfer of \$ 150,000.00 from Undesignated Fund- Account # 10000 35900 to Capital Outlay-DPW Projects-Account #19300006 58514. These mitigation funds were paid by BSL Development for the project located at 421 Bolton Street.

Please let me know if you require any additional information.

Sincerely,

John L. Ghiloni
Commissioner



IN CITY COUNCIL

Marlborough, Mass., SEPTEMBER 11, 2017

PAGE 6

ORDERED:

9. Mitigation Payment. The Applicant has agreed to donate One Hundred and Fifty Thousand Dollars (\$150,000, the "Mitigation Payment") to the City to mitigate the impacts of the Use on the City. The Mitigation Payment shall be made to the City within 60 days of the issuance of the Building Permit for the Use. The Mitigation Payment will benefit the City and its citizens generally. The Mitigation Payment includes Fourteen Thousand Dollars (\$14,000) in compensation to be paid by the Applicant to the City pursuant to the Applicant's February 16, 2017 Request to Purchase or Have City-Owned Property Abandoned for 13,401 SF+/- Land Off of Bolton Street, Assessor's Map No. 30, Parcel No. 700 ("Sewer Parcel"), subject to the City Council's approval of the Applicant's Request by the City Council. The City would retain a permanent sewer easement in the Sewer Parcel. The \$14,000 valuation of the Sewer Parcel was established pursuant to a November 1, 2016 appraisal by Kenneth J. Croft III, Esq. of Foster Appraisal & Consulting Co., Inc. The Mitigation Payment also includes any compensation to be paid by the Applicant to the City for the acquisition of a drainage easement from the northern property line of the Site to the Proposed Connection to Existing Catch Basin on the property of the City of Marlborough (Marlborough Assessors Maps, Map 30, Lot 12) between the property line to the Site and Poirier Drive, as shown on Sheet 6 of the Plans, and subject to the City Engineer's review and the City Council's approval. The Mitigation Payment is intended to subsidize the City's construction of a concession stand and bathrooms for the athletic fields at the 1LT Charles W. Whitcomb School.

10. Traffic Mitigation. To mitigate any traffic-related concerns related to the proposed project, the Applicant has agreed to make the improvements specified in June 20, 2017 Memorandum of Jason Adams, P.E., PTOE of McMahon Transportation Engineers & Planners re "Vehicle Speed and Safety Assessment, Bolton Street (Route 85), Marlborough, Massachusetts;" and the June 25, 2017 Memorandum from Timothy F. Collins, Assistant City Engineer to the Traffic Commission re "Traffic Safety Plan in the Vicinity of #421 Bolton Street – for Benchmark Senior Living," all as approved by the City's Traffic Commission on July 25, 2017. Such traffic-related improvements shall be complete before the issuance of the final Occupancy Permit for the Use.

11. The Applicant shall hold a job fair in the City for the purpose of giving Marlborough residents an opportunity to apply for employment at the assisted living facility. This condition may be satisfied by the Applicant's participation in a job fair organized by the Marlborough Economic Development Corporation.