

AGREEMENT BETWEEN THE
TOWN OF NORTHBOROUGH

AND

MASSACHUSETTS COALITION OF POLICE AFL-CIO
LOCAL 165

PATROLMEN

July 1, 2016 – June 30, 2019

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**Patrolmen's Contract
July 1, 2016 – June 30, 2019**

Agreement between the Town of Northborough
And
Massachusetts Coalition of Police AFL-CIO

Local 165
(Patrolmen)

This agreement entered into by and between the Town of Northborough, Massachusetts hereinafter referred to as "the town" and Local 165 of the Mass Coalition of Police, AFL-CIO, hereinafter referred to as the "MCOP" or "the union" is designated to maintain and promote a harmonious relationship between the town and such employees who are covered by the provisions of the agreement, in order that a more efficient and progressive service may be rendered.

The parties acknowledge that the employer has and must retain complete authority over the police and administration of the department which it exercises under law, except as expressly modified by a specific provision of the agreement.

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ARTICLE I

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this agreement is not a part of this agreement unless specific reference in this contract is made to a by-law or rules and regulations.

ARTICLE II: RECOGNITION AND UNION SECURITY

- (A) In recognition of the fact that a majority of the employees in the town police department have chosen the union, the MCOP, local 165, as their collective bargaining representative, the town hereby recognizes the union as the exclusive bargaining representative of all police officers of the Northborough Police Department in the rank of patrolmen, excluding sergeants, lieutenants, the Chief of Police, all civilian employees of the police department not working as police officers, all temporary, part time and casual employees of the police department and all other employees of the town whether or not specifically excluded.
- (B) The town agrees to deduct one initiation fee and to deduct union dues once each pay period from the pay of each employee who executes or has executed an appropriate form of authorization of check off and to remit monthly the aggregate amount to the treasurer of the union along with a list of employees who have had said dues deducted. The authorization form attached hereto as Appendix A, and made a part hereof, is deemed by the parties to be an appropriate form.
- (C) The town shall require as a condition of employment during the life of this agreement, the payment, on or after the thirtieth day following the beginning of such employment or the effective date of the agreement, whichever is later, of a service fee to the union. The service fee shall be equal to the amount required to become a member and remain a member in good standing of the union.

Employees must satisfactorily and successfully complete their probationary period in order to be recognized as permanent employees of the Town. In the event probationary employees do not satisfactorily and successfully complete their probationary period, such probationary employees shall have no redress and/or appeal of the termination of their probationary period under this Collective Bargaining Agreement.

- (D) By making written application to the union, an employee may obtain a rebate of that part of his service fee, if any, that represents a pro rata share of the expenditures of the union for the purposes set forth in Chapter 150b, Section 12.
- (E) The town agrees that upon written authorization executed by such an employee it will deduct the agency service fee once each pay period from the pay of the

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employee, and will remit monthly the aggregate amount of such deductions to the treasurer of the union. Any such authorization for the deduction of any agency service fee may be withdrawn by the employee by giving not less than sixty (60) days written notice to the town and by filing a copy thereof with the union. The authorization form attached hereto as Appendix B and made a part hereof is deemed by the parties to be an appropriate form.

ARTICLE III: PARTICIPATION IN UNION

- (A) The town recognizes the right of any employee in the bargaining unit to become a member of the union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the union.
- (B) The town will not aid, promote, or recognize any other union or organization which purport to engage in collective bargaining or make any agreement with any such union or organization for the purpose of undermining this union.
- (C) No elected or appointed official of the town shall participate in the management of the union or act as its representative if such activity would be incompatible with his official duties, other than a sworn police officer holding the rank of patrolman.

ARTICLE IV: RIGHTS OF MANAGEMENT

- (A) It is agreed that management officials of the town shall at all times retain the right to direct employees, to hire, promote, transfer and to suspend, demote, discharge or take other disciplinary action against employees for any violation of the rules and regulations of the Northborough Police Department, to relieve employees from duty because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be made, to take whatever action may be necessary to carry out the mission of the police department. Nothing in the agreement shall in any way diminish or derogate from the powers, duties and responsibilities entrusted to the police chief as set forth in MGL Chapter 41, Section 97A.
- (B) Nothing in this agreement shall limit the town in the exercise of its function of management and in the direction and supervision of the town business. This includes but is not limited to the right to add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish

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rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in law enforcement skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this agreement.

It is understood and agreed by the parties hereto that the town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are specifically described or that they are not required to perform obligations not outlined this contract and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE V: SENIORITY

(A) There shall be established within the rank of patrolman a seniority system based on the longest, continuous full time employment in the department by members down to the least time of service. This system shall be used for the purpose of vacation leave and bidding of shifts. In the event of a necessary lay off, the least senior patrolman shall be the first to be laid off.

(B) Vacation leave granted under the terms and conditions of this section shall be limited in that no two patrolman from the same shift will be allowed vacation leave at the same time. No more than three patrolmen shall be granted vacation leave at the same time.

(C) Shift selection granted under the terms and condition of this section shall be in accordance with shifts established by the chief of police or his designated representative and once bid shall remain in force and effect for a period of four months. For the purpose of this section, shifts will be put up on bids by the chief of police or designee on the last Sunday in January to commence at midnight on the second Sunday in February, on the last Sunday in May to commence at midnight on the second Sunday in June and on the last Sunday in September, to commence at midnight on the second Sunday in October.

With a minimum of thirty days' notice the chief of police may require a member of the bargaining unit who has worked a minimum of three consecutive rotations on the same shift to bid a shift different from the one he is currently assigned to.

(D) All patrolmen shall be notified seventy-two hours prior to the start of the shift change what time to report to work on the day the shift changes. This notification

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may be in the form of a written or verbal communication to the patrolmen by the Chief of Police or his designee.

- (E) Nothing in this section shall in anyway effect the Chief of Police's acknowledged authority to make such shift changes as he deems necessary for the good of the department
- (F) Unless changed by this agreement the workweek will be five days on, two days off, five days on, three days off in continuous rotation. This is referred to as a 5-2, 5-3 workweek. The 5-2, 5-3 workweek for new hires will not commence until successful completion of the mandated recruit training academy and successful completion of the field training period.
- (G) The union agrees to the creation of one flexible shift. This shift may be a split shift with fixed days off provided that the employee has two consecutive days off each week, one of those days to always include one of the weekend days of Saturday or Sunday. Every third week the employee will have three consecutive days off to include both weekend days of Saturday and Sunday. The days worked and the days off during the course of a year will equal that of the 5-2, 5-3 work schedule.

The flexible shift will be limited in that an employee who bids that shift will only work two different shifts during a workweek. At no time would any employee be scheduled to rotate through all three shifts in a given work week. (8-4, 4-12, 12-8)

The flexible shift will be used to shift manpower needs as reflected by any analysis of calls for service. This shift will not be used as a disciplinary assignment and will fall to the least senior patrol officer if it is not voluntarily bid by more senior patrol officers.

The Chief of Police may, with thirty (30) days' notice to the employee on the flexible shift, change the hours worked and or the days off to meet staffing needs based on call for service analysis. The Chief of Police may also utilize this position at his discretion to shift manpower needs that are of a temporary nature, such as personnel shortages due to injury leave, resignation, retirement, etc. Temporary assignment for the purpose of alleviating personnel shortages will not last longer than the length of the normal shift bidding periods defined in this document. The Chief of Police will specify at the time shifts are put up for bid if it is known that the flexible shift officer will be used as a temporary assignment due to personnel shortages.

ARTICLE VI: COMPENSATION AND FRINGE BENEFITS

All benefits presently enjoyed by the employee within the bargaining unit under the bylaws of the town pertaining to personnel which are not inconsistent with

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any terms of the agreement and which are not otherwise changed by the agreement shall be continued.

ARTICLE VII: COMPENSATION

Effective 7/1/16	Base Pay Increase of 2%
Effective 7/1/17	Base Pay Increase of 2%
Effective 7/1/18	Base Pay Increase of 2%

- (A) Effective 07-01-17, Step 2 shall be granted at six months and Steps 3-6 shall be granted at twelve-month intervals. The compensation plan schedule is as follows:

	7/1/2016	7/1/2017	7/1/2018
Step 1	47,914.96	36,654.95	37,388.05
Step 2	50,309.26	48,873.26	49,850.73
Step 3	52,830.02	51,315.45	52,341.76
Step 4	55,469.97	53,886.62	54,964.35
Step 5	59,326.34	56,579.37	57,710.96
Step 6	NA	60,512.87	61,723.13

Effective July 1, 2011, Step increases shall be subject to a satisfactory performance evaluation. For purposes of the evaluation process the existing employee performance evaluation form will be used, unless the Town and Union mutually agree in writing to change the form.

- (B) The following positions will be considered "specialists" within the rank of patrolman and will receive additional compensation as follows:
- Detectives: 5% of base pay. (Detective stipend shall be paid in two lump sum proportional payments (June & December) equivalent to 5% base pay during each year for the applicable period of time an officer is assigned as a detective.)
 - FTO (Field Training Officer) = 4 hours overtime per week while training.
 - OIC (Officer in Charge) = Effective July 1, 2001 employees designated by the Chief to serve as Officer in Charge in the absence of a sergeant shall be paid their regular hourly rate plus 5% for the period of such assignments.

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- (C) When working two consecutive shifts (one of two consecutive shifts being ordered in/forced in) the town will provide a \$5.00 meal allowance.

ARTICLE VIII: OVERTIME

- (A) Overtime shall be divided as equally as efficient operations permit among employees.
- (B) Overtime shall be paid at a rate of one and a half times the hourly rate of pay for each individual officer. This overtime rate shall be paid to those individuals who work in excess of forty hours per week. Individuals who do not work forty hours in said week will not be entitled to overtime compensation at time and one half until the forty hour work week has been satisfied.
- (C) When overtime shifts or work related to officers regular duty arises and the Chief wishes these shifts filled, all regular full time patrolman shall be notified and have first choice on those duties. However, shift openings that occur due to an officer's bereavement leave or because the absent officer is on compensatory leave, may be filled at the discretion of the chief of police by utilizing full time officers.

When the opportunity for overtime work arises, it shall be filled in the following manner:

- (1) When an officer calls in sick or takes an emergency vacation leave shift, the overtime will be filled by utilizing the rotating call list. If the shift is unfilled by the rotating call list, the OIC may order in to work a full time regular officer.
- (2) When unscheduled overtime work, relating to an officers regular duty arises, the OIC will call the regular officer rotating list.
- (3) When scheduled overtime work relating to an officers regular duty arises, it shall be posted on an overtime sign-up sheet. The sign-up sheet shall be posted each Friday at 1500 hours and full time regular officers may sign up for one detail/overtime shift only until noon on Saturday at which time they can sign up for one additional detail/shift according to seniority until 1200 hours Sunday morning, when all unfilled work shall become available for any sworn officer to sign up for on a first come first serve basis. Details to be regularly posted on Friday include all known work during the week starting on the Sunday following the Friday when the list is posted and extending through the following Saturday.

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- (4) Each time the OIC utilized the rotating call list to fill a work opportunity the OIC will have a revised copy of the list as it will be for the next job opportunity, posted on the bulletin board. Officers who wish to question their status or position on the list, or contest the way the list was used, must do so in writing to their immediate supervisor within seventy-two hours after the start of the contested work details.
- (D) A record of all overtime worked by employees during the current year will be maintained by the chief of police or his designated representative and will be available for examination by a designated local union officer upon request.
- (E) **FORCED OVERTIME DEFINED:**
- Whenever it becomes necessary for a patrolman to work a shift or other assignment relative to his professional duties, when directly ordered to do so, by the Chief of Police or his designee, without the ability to refuse, that work assignment shall be understood to be "forced".
- (F) A patrolman will not be allowed to work more than two shifts per day and/or not more than three shifts in any 24-hour period.
- (G) When the department is aware of the need to fill an open shift more than twenty-four hours before the start of that shift, but the officer is notified less than twenty-four hours before the start of that shift; or when an officer is forced to work on the following holidays:

MEMORIAL DAY
JULY 4th
THANKSGIVING
CHRISTMAS

The officer shall be compensated four hours of "force-in" compensation time. The use of force in compensation may only be used conditional upon the vacancy created by the use of it not having to be filled with replacement officers.

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ARTICLE IX: CALL IN PAY

- (A) Employees not on duty who are recalled to work after their regularly schedule time or who are required to be present at the station during a time not during their regularly scheduled tour of duty shall be paid as follows:
1. Call ins of an emergency nature shall be paid a minimum of four hours at time and a half their hourly rate of pay unless that rate is affected by satisfying the forty hour work week. (ARTICLE VIII). (Example: back up personnel, breathalyzer operator, photographer, print man, detective and K9)
 2. Non-emergency call ins will be paid a minimum of two hours at time and a half their hourly rate of pay unless that rate is affected by satisfying the forty hour work week. (Example: training, departmental meetings.)
 3. If an officer is immediately held over from his regular shift he shall be paid for his hours at a rate of time and a half his hourly rate unless that rate is affected by satisfying the forty hour work week.

ARTICLE X: HEALTH AND SAFETY

- (A) It shall be the policy of the town and the union to promote the health and safety of the employees covered by this agreement by strict adherence to the rules for the prevention of accidents and/or occupational diseases.
- (B) A committee of not more than three union members within the bargaining unit shall meet quarterly with the Chief of Police and other such persons as they desire to be present. Such meetings to be held at a mutually convenient time and place. Matters to be discussed shall be of an informal nature relating to safety only. The parties agree that no matters shall be discussed at these meetings which will in any way alter the terms and conditions of the agreement.
- (C) NO SMOKING ON DUTY: No smoking as a condition of employment for employees hired after July 1, 1987.
- (D) Health Incentive Program: The town and the union hereby agree to utilize the existing health and safety committee referred to in Article X, Section B of this agreement to implement a health incentive program. The committee, including the Board of Selectmen Liaison, the town administrator and the Chief of Police will meet to create a Northborough Police Department health incentive program using the City of Monrovia California health program as a minimum standard.

The Town of Northborough Police Department health incentive program will be incorporated as part of this agreement as Attachment C. Monrovia's program will

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be attached hereto until the appropriate program is documented. The program was implemented in FY'88.

As agreed the application of this program is as follows:

Semiannual test is condition of employment for all officers hired on or after July 1, 1987.

Employees hired before July 1, 1987 the test is voluntary. Police chief, administrative officer and union representatives to decide on new program from current program with same number of events and standards. Employees will be paid four hundred dollars (\$400.00) per test for successful completion.

- (E) Effective in fiscal year 1997 employees who pass each element of the semi-annual test are to be paid \$400.00. For also passing the bonus portion of the test, employees will be paid \$100.
- (F) The physical fitness testing under this article shall be considered to be a police department sponsored "duty" for the purposes of evaluating "injured on duty" requests under Section IIIF of Chapter 41 of the Massachusetts General Laws. All applicable procedures, conditions and requirements set forth in Article XXI relative to "injured of duty" status shall remain in full force and effect.

Officers participating in the physical fitness testing program shall not be eligible for any overtime for such participation.

ARTICLE XI: HEALTH AND WELFARE

The town agrees to continue paying the same dollar amount towards HMO coverage for individual and family policies as it was paying on June 30, 1994 for members of the sergeants and dispatchers locals and further the town agrees to pay 60% of annual increases in premium (with the remaining 40% being paid by the employee via payroll deduction). Incremental increases over and above the historic 90/10 split with the employees contribution pursuant to the preceding sentence shall be limited to an amount equal to 1% of the top step patrolman annual base wage in the year immediately preceding the wage premium increase.

Union agrees to reopen negotiations during the duration of the contract at the Town's request to discuss health insurance including cost sharing of premiums and health insurance plans.

Effective July 1, 2016 through June 30, 2019, the Town will fully reimburse employees, without limitation, for all deductible payments made to health care plans for in-patient and out-patient hospital visits. This reimbursement shall be in effect only for the duration of this contract. At the end of the contract (June 30,

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2019) continuation of these changes will be subject to negotiations for a new contract.

ARTICLE XII: CLOTHING AND CLEANING

- (A) The town agrees to provide such essential equipment or clothing as it deems necessary for the employees to perform his/her duties.
- (B) Effective July 1, 2017, employees in the bargaining unit shall be entitled to an annual clothing and cleaning allowance of one thousand one hundred seventy five (\$1,175) per year, to be administered as follows:

The Town shall establish an account with its preferred uniform supplier(s) from which approved clothing and accessory items may be purchased. Employees may request to cash out any remaining balance once annually, during the month of June, subject to prior review and approval of the Chief. The request will be processed through payroll, and shall be subject to all applicable withholdings. There shall be no proration of benefits for employees separating prior to June. Unspent funds cannot be rolled over to the next year. Purchase of unapproved items shall be at the employee's own expense.

- (C) Any change of style, type or color of uniform or attire or any change of equipment or accoutrements ordered by the town shall be paid by the town and not charged to the officers clothing allowance.
- (D) Upon termination, resignation or retirement, all town owned property shall be returned to the Chief of Police.
- (E) The Town of Northborough will provide body armor to patrolmen with approval of the Chief of Police. If the town supplies body armor, patrolmen agree to wear body armor at all times while on duty.
- (F) The only exception to that would be for officers in specialized assignments or temporary physical conditions that would prohibit its wearing. Such exceptions granted by the Chief of Police.

ARTICLE XIII: COURT DUTY

- (A) Any officer who attends court in connection with his official duties as a police officer before or after his regular shift, or on a day off shall be paid as follows:
 - (1) While attending court for Worcester Superior Court level cases, officers will receive a two (2) hours minimum at time and a half their hourly rate.

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- (2) All other cases heard at district court level will be paid a minimum of four hours (4) at time and one half their hourly rate.
- (B) It shall be agreed that this court pay be paid to the officer each pay period following the court duty.

ARTICLE XIV: VACATIONS

- (A) Vacation requests shall be granted so as not to impair the mission of the police department. The mission of the police department includes being able to have minimum numbers of sworn, uniformed officers scheduled to work on each shift. For this contract period minimum numbers are two for the 8-4 shift, three for the 4-12 shift and two for the 12-8 shift. Employees unable to take their vacation time due to sickness or injury will be allowed to reschedule the leave but not to interfere with established vacation schedules.
- (B) Vacation requests may be submitted up to six months prior to the time the requests are for:
 - (1) On the 12-8 shift, where there are two patrolmen scheduled to work, requests will be approved for one to be off on leave at a time. If the second officer requests leave for the same date, it will be approved conditional on another officer signing up to replace the requesting officer.
 - (2) On the 8-4 shift, where there are three patrolmen scheduled to work, vacation leave will be granted for up to two of the officers at a time. Where there are only two patrolmen scheduled to work on the 8-4 shift, the second patrolman will be granted vacation leave conditional on another officer signing up to replace the requesting officer.
 - (3) On the 4-12 shift, where there are three patrolmen scheduled to work, vacation leave will be granted for up to two of the officers at a time. Where there are only two patrolmen scheduled to work on the 4-12 shift, the second patrolman will be granted vacation leave conditional on another officer signing up to replace the requesting officer.
- (C) All vacation leave requests need to be approved by the Chief of Police or his designee. Leave requests will be considered for approval based on the order (date and time submitted) they are received. For the purpose of determining "vacation" leave, patrolmen may combine earned vacation days with accrued personal days to constitute leave periods. Patrolmen may also use accrued compensatory days in combination with "vacation" leave requests, however, when it is necessary to fill the vacancy created by the use of compensatory time, it will be conditional on the vacancy being filled by another officer signing up to work it.
- (D) Vacations shall be provided as follows for employees hired after January 1, 1980:

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After completing one year continuous service	10 days
After completing five years continuous service	15 days
After completing ten years continuous service	20 days
After completing twenty years continuous service	25 days

Effective 7/1/05, vacations shall be provided as follows for employees hired after January 1, 1980:

After completing one year continuous service	10 days
After completing five years continuous service	15 days
After completing ten years continuous service	20 days
After completing sixteen years continuous service	21 days
After completing seventeen years continuous service	22 days
After completing eighteen years continuous service	23 days
After completing nineteen years continuous service	24 days
After completing twenty years continuous service	25 days

Employees hired on or before January 1, 1980 shall be awarded four weeks' vacation (20 days) after ten years continuous service and one additional day per year after completing 15 years of continuous service.

- (E) It is further agreed that members of the bargaining unit may take single vacation days or combination thereof, with a 48 hour notice and with the approval of the chief of police or his designee. All patrolmen who request vacation or compensatory leave time must have the approved leave request in hand before commencing the leave.

ARTICLE XV: EXTRA DETAILS

- (A) An extra detail shall be defined as that duty performed by an off duty police officer for an employer other than the Northborough Police Department for which payment is not directly made from the police department payroll and will include those duties required by statute or by-law and those duties for which requests are made to the police department.
- (B) Personnel performing extra details shall at all times be governed by the rules and regulations of the Northborough Police Department in effect at the time the work is performed.
- (C) Personnel desiring extra details shall submit their names in writing to the Chief of Police or his designated representative, for placement on the extra detail roster. Personnel desiring to withdraw their names from the extra detail roster shall do so in writing to the Chief of Police or his designated representative. Personnel who have withdrawn may, at any time, apply for reinstatement.

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- (D) All names on the extra detail roster will be treated equally.
- (E) Any individual who is assigned to and accepts an extra detail must fill that detail as scheduled or notify the Chief of Police or designated representative as to the reason for not filling that detail at least four (4) hours prior to the start of that detail. Failure to notify the Chief of Police or his designated representative or failure to fill the detail shall automatically disqualify that individual from the extra detail roster for a period of two months.
- (F) If a question arises over the abuse of sick leave, excessive absenteeism, or recurring injuries by an individual whose name is on the extra detail roster, action will be taken by the Chief of Police or his designated representative to disqualify the individual from performing extra details.
- (G) Personnel on the extra detail roster shall not be assigned extra details, nor will they be allowed to accept details in excess of twenty hours in any workweek except with approval of the Chief.
- (H) All details to be worked in an establishment that serves alcoholic beverages or any outing or picnic where alcoholic beverages may be consumed, whether allowed expressly by law of special permit for consumption of alcoholic beverages shall be paid at a rate of time and one half of the top patrolmen's hourly salary, minimum of four (4) hours pay.
 - (1) Work details for more than four (4) hours must be paid for eight (8) hours
- (I) All non-municipal traffic control, highway construction and all traffic control wherein the town is not the principal contractor shall be paid at a rate of time and one half the top patrolmen's hourly salary, minimum of four hours pay.
 - (1) Work details for more than four (4) hours must be paid for eight (8) hours
- (J) All strike details or hazardous details, as determined by the Chief of Police shall be paid at twice the detail rate for a minimum of four hours. Hazardous duty is hereby defined as any duty which places an officer in a position where he is exposed to situations or groups of persons which by their very nature, could constitute a threat to the safety of the officer.
- (K) All details exceeding an eight-hour period shall be paid at a rate of time and one half for those hours worked. Fractions over one quarter of an hour shall be deemed as a complete hour of work.
- (L) Personnel on the extra detail roster shall be furnished on the required form, the date, place, name of employer, starting time, finishing time and the amount of money due for such detail prior to leaving the station or reporting the detail.

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- (M) Each time the OIC utilizes the rotating call list to fill a work opportunity the OIC will have a revised copy of the list as it will be for the next job opportunity posted on the bulletin board. Officers who wish to question their status or position on the list or contest the way the list was used must do so in writing to their immediate supervisor within seventy two hours after the start of the contested work detail.

A record of all extra details worked by employees during the current year will be maintained by the Chief of Police or his designated representative and will be available for examination by a designated local union officer upon request.

- (N) The Northborough Police Department shall be considered primary employer and when a call back order is issued by the department any employee must respond immediately. It is mandatory that the employee notify the Chief of Police, in writing, as the reason for his failure to comply with any section of this directive. If injured in performance of his off duty work the individual must submit a detailed report of such injury in writing. No officer shall be allowed to accept continuous employment without the express knowledge of the Chief of Police who shall have the sole right to determine whether a conflict of interest exists or whether the work is in the best interest of the police department of the Town of Northborough.
- (O) So as not to conflict with any other provisions of this contract regulating the number of hours to be worked in any one day or any one week, it shall be up to the Chief of Police to determine whether such a conflict will exist and to allocate enough manpower to fulfill terms of the details. In no case shall a detail be split up into less than four hour increments.
- (P) All funds received from paid details shall be channeled through the town treasurer so that proper deductions for taxes and the like can be made.
- (Q) Effective July 1, 2013, the rate for extra details shall be \$45.00 per hour. Effective July 1, 2017, the rate for extra details shall be \$48.00 per hour. For purposes of detail pay the annual Applefest Celebration will be treated as a Town-event similar to a DPW construction detail.

ARTICLE XVI: HOLIDAYS

- (A) Employees in the bargaining unit shall be entitled to the following holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Independence Day
Labor Day

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Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

- (B) Holiday pay shall be computed at one fifth (1/5) of employees weekly salary and shall be paid in the pay period earned.
- (C) Employees who work on Christmas Day shall be paid at the rate of two and half (2 1/2) times their regular base pay for that holiday.

ARTICLE XVII: SICK LEAVE

- (A) Each employee shall earn and accrue fifteen (15) sick days per year or one and one quarter day per month. Unused sick leave days per year may be accumulated from year to year to a maximum of 130 days. In cases of suspected abuse, the Chief of Police may require a doctor's certificate from the employee before he is entitled to sick leave benefits.
- (B) Any patrolman who accumulated in excess of maximum sick leave in a given year will receive compensation of one day for every three days not used in the then current year. This compensation will be in the form of one days pay or compensatory time off.
- (C) Having a member of the immediate family as sick/ill, with approval of the chief of police, sick time application is acceptable. Immediate family is spouse and/or children.

ARTICLE XVIII: PERSONAL DAYS

- (A) Each employee may earn and accrue one personal day for each consecutive, separate three-month period in which no sick leave time is used. Unused personal days may be accumulated from year to year to a maximum of three days.
- (B) The Chief of Police may exercise his discretion in selecting the manner in which vacancies created by the use of personal days shall be filled.
- (C) Employees shall have the option to receive compensation in lieu of a personal day at their prevailing rate at the time said personal day is earned.

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ARTICLE XIX: COMPENSATORY TIME

- (A) Employees shall not be required to take compensatory time off in lieu of overtime pay. However, if employees desire, they may, upon 48 hours' notice to the Chief be granted compensatory time off in lieu of overtime, such permission not to be unreasonably withheld.
- (B) The Chief may exercise his discretion in selecting the manner in which vacancies, created by the use of such compensatory time shall be filled.
- (C) When a patrolman works an overtime shift and that shift to be filled is open due to compensatory time leave, the patrolman working the overtime shift may not take compensatory time as compensation for the overtime shift worked. It is further agreed that there will be an eighty (80) hour cap of compensatory time any employee may have on the books at one time.

ARTICLE XX: DAMAGED EQUIPMENT

The town shall reimburse an officer for all personal and professional equipment damaged or lost through the performance of his duty. The intent of this article is for replacement of items such as glasses, watches, police uniforms, etc...Each case shall be decided on its merits. Damaged equipment to be turned into the town for appraisal.

ARTICLE XXI: INJURED ON DUTY PROCEDURES AND PAY

(A) INJURED ON DUTY LEAVE

Section 1 – IOD PAID LEAVE: An officer who sustains an injury in the performance of his duty without fault of his own, where the nature or extent of the injury is such that it totally incapacitates the officers and renders him unfit for duty, shall be granted injured on duty leave and shall receive one hundred percent (100%) of his normal pay for the period of such incapacity.

Section 2 – Circumstances where IOD leave is not allowed: No person shall be entitled to any pay under this article for any period of disability resulting in whole or in part from any of the following:

- a. Injuries sustained while engaged in or resulting from or arising out of the knowing violation of any lawful rule or regulation of the police department other than a trivial violation.
- b. Self-inflicted injuries other than accidental.
- c. Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.

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- d. The voluntary use of intoxicating liquor, drugs or narcotics.

(B) PROCEDURES FOR INITIAL PLACEMENT ON IOD LEAVE STATUS

The following procedures shall be followed in regard to injured on duty leave for police officers in the Northborough Police Department.

- (1) Notice – Any police officer injured in the line of duty shall immediately notify the shift supervisor.
- (2) Officer and Supervisor Reports - The officer shall also immediately fill out an employee's report of accident form immediately following the end of the officer's shift or the officer's relief from duty. This report shall be on a form provided by the department and shall include all facts surrounding the incident, including the time, date, location, nature of the injury, names and addresses of witnesses, any first aid or medical treatment received and the identity of the person who administered such aid or treatment and all other relevant circumstances. This report shall be submitted immediately following the close of the officer's shift or release from duty to the officer's immediate supervisor, who shall in turn submit the report to the Chief of Police as soon as possible, together with the supervisor's report, which shall include witness statements.

In the event that an officer is prevented from reporting an injury of the nature discussed above by the nature of injury itself or by an act of providence beyond the officer's control, he shall report the injury as soon as possible and his eligibility for IOD leave will not be diminished.

- (3) Doctor's report – The officer claiming injured on duty status shall have a doctor's report substantiating the injury and setting forth the medical, factual nature of same, as opposed to mere conclusions, submitted to the Chief of Police as soon as possible after the injury has been sustained, to include, but not necessarily limited to:
 - the history of the injury
 - the results of the physical examination
 - the doctor's diagnosis
 - the treatment rendered and recommended by the doctor
 - the doctor's opinion with respect to the cause of the condition diagnosed
 - the doctor's opinion with respect to disability
 - the prognosis
- (4) Chief's Recommendation – The Chief of Police or his designee shall submit the results of the foregoing investigation and his recommendation

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to the Town Administrator as to whether or not an officer should be granted injured on duty status.

- (5) Town Administrator's Review – The Town Administrator shall review the claim and consider the doctor's report and may further investigate the claim, prior to acting on the request for leave.
- (6) Review and Examination by Physician Designated by Town Administrator – In the course of or in addition to the foregoing investigation, the Town Administrator shall in his discretion have the right to require a review of the claim and a physical examination by a doctor or doctors designated by the town prior to granting or denying any request for such leave and the officer shall make available to the Town Administrator or the doctors so designated copies of all relevant medical records.
- (7) Review by Counsel – The Town Administrator may also have the claim reviewed by counsel prior to any decision on the claim.
- (8) Action by Town Administrator – After completing his investigation and receiving the recommendation of the chief and physician and counsel, where appropriate the Town Administrator shall:
 - 1. Approve the request
 - 2. Deny the request, or
 - 3. Request additional clarification, documentation or information upon which to make a decision
- (9) If the request is denied by the Town Administrator, then the claim may be submitted to the Board of Selectmen for review, and the Board shall:
 - 1. Approve the request
 - 2. Deny the request, or
 - 3. Request additional clarification, documentation or information upon which to make a decision
- (10) Situations where no sick leave is available – If an officer has claimed IOD status and has no sick leave time available, the procedures set forth herein shall be completed as soon as possible.
- (11) Waiver by Selectmen – the Board of Selectmen may, where it deems appropriate, waive any or all provisions of this procedure.

(C) PARTIAL DISABILITY AND LIMITED SERVICE

- 1. Partial Disability – No injured on duty paid leave shall be granted or continued for any period of time after (A) a physician designated by the town determines that

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the police officer is capable of performing limited police duties on either a full time or less than full time basis and specifies the nature of such duties and (B) the Town Administrator, or the Board of Selectmen in its sole discretion after receiving the Chief's recommendation, determines that a position is available, the duties of which the police officer is capable of performing and assigns the officer to fill the position. A police officer who fails to perform the prescribed duties within the range of the "limited duty tasks" set forth below after the determinations prescribed in subparagraphs (A) and (B) above, have been made shall neither receive nor continue to receive paid injured on duty leave. Assignments to limited duty tasks may be changed or terminated at the sole discretion of the Chief, the Town Administrator, or Board of Selectmen, subject to the physician's determination set forth above.

2. Limited Duty Tasks – The following list of job duties and functions include the types of work to which limited duty assignments will be made:
 - a. Clerical work normally performed by a police officer
 - b. Telephone duty
 - c. Dispatching
 - d. Typing normally performed by a police officer
 - e. Filing normally performed by a police officer
 - f. Citizen assistance normally performed by a police officer
 - g. Telephone operations
 - h. Fingerprinting
 - i. Photographing
 - j. Inspection services
 - k. Court duty
 - l. Any similar limited or light duty task that may arise provided it is normally performed by a police officer (e.g.: breathalyzer)

Any officer assigned to light duty shall not have his shift assignment changed more often than once every two weeks.

(D) RETIREMENT, PENSION OR RECOVERY

No leave shall be granted under this article for any period after a police officer has been retired or pensioned in accordance with law or for any period after a physician designated by the Town Administrator or Board of Selectmen determines that the officer is no longer incapacitated for duty by an injury described in paragraph A, Section 1 of this article.

(E) DETERMINATION OF CONTINUING DISABILITY AND CORRECTIVE ACTION OR TREATMENT

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- (1) Determination of continuing disability – Once an officer has qualified for injured on duty leave in accordance with the requirements above, the officer, as a precondition to continue paid leave, shall make himself available at reasonable times and places designated by the town for physical examinations by a physician or physician designated by the town to determine the nature and extent if any of the officers continuing disability. The officer shall also as a precondition to the continuance of such leave may be required on an ongoing basis to provide the town copies of complete records of treatment by the officer's attending physician.
- (2) Corrective action or treatment – An officer as a precondition to continued paid leave under this article shall be required to submit to reasonable corrective action or treatment recommended by a physician or physicians, including a physician or physicians designated by the town, provided that in the event that the officers physician and the physician designated by the town disagree on the recommended corrective action or treatment, the Town Administrator or Board of Selectmen shall arrange for an examination of the officer by a physician selected from a pool of a minimum of five physicians previously approved by the Town Administrator or Board of Selectmen and the Mass Coalition of Police, Local 165, the members of said list to be chosen from doctors practicing in the Town of Northborough or the City of Worcester Metropolitan area. Said physician shall be selected by lottery system with the Town Administrator or Board of Selectmen or its designee and the president of Local 165 or his designee present and shall examine the officer and render an opinion as to whether or not the incapacity continues to exist to the extent that it prevents the officer from performing his police duties. In appropriate cases, the physician selected by the lottery shall have the authority to designate a specialist with particular medical expertise to act in his stead. The physicians or where appropriate the specialist, determination shall be binding on both the town and the officer, provided that such a determination shall not in any way bar the town from seeking a new determination as to continued incapacity within a reasonable time but not sooner than two weeks following any determination made under the foregoing procedure. Pending receipt of the neutral physicians determination, the officer shall continue to be granted paid leave pursuant to paragraph A, Section 1, above, so long as it is not inconsistent with any of the other provisions of this article (e.g. limited duty obligations)

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(F) MISCELLANEOUS IOD MATTERS

- (1) Insurance Proceeds – Any proceeds from insurance policies secured by the town to cover its obligations under this article shall be payable to the town.
 - (2) Special Details – No officer shall be permitted to work outside special duty details while on injured on duty leave.
 - (3) Recurring Disability – Once an officer has returned to duty, if the officer experiences recurring disability caused by previous injuries, all of the procedures set forth above with regard to injured on duty leave shall apply to such periods of disability.
 - (4) Priority of Contract Provisions –In the event of a conflict between the provisions of this article and any other article of this collective bargaining agreement, the provisions of this article shall prevail.
 - (5) Outside Earnings Set Off – Any taxable income received for work actually performed by a police officer from any source other than the town except for unearned income attributable to something other than labor, during a period when the officer is on injured on duty leave pursuant to this article shall be set off against any pay to which the officer is entitled pursuant to this article and payment under this article shall be reduced accordingly. It shall be the officer's obligation, as a condition of employment, to report all such taxable income, in writing, to the Chief of Police within seven days of the officer's receipt of such income. Failure to report any such income in accordance with this section shall constitute grounds for immediate dismissal.
- (G) MGLA, CHAPTER 41, SECTION 111F - Insofar as MGLA C41, S111F is not inconsistent with the provisions of this article, that statute shall continue to control the rights and liabilities of the town, officers and third parties involving situations where an officer sustains an injury or injuries in the course of his employment. To the extent that this article is inconsistent with MGLA C41, S111F, this article shall control.
- (H) No officer who is unable to work a regularly scheduled shift because of an on the job injury for the period of time the officer is unable to work shall accrue any sick leave benefits, shift differential, personal days or vacation time.

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ARTICLE XXII: EDUCATIONAL INCENTIVE

- (A) **TUITION REIMBURSEMENT** – Employees who earn credits from an accredited college or university towards a degree in law enforcement or other related courses approved by the Chief of Police shall after one year probationary period has expired, subject to any federal or state legislated minimum job requirements not now in effect, shall be eligible for educational tuition reimbursement.

The Town will reimburse credits as described above as follows:

Fifty percent (50%) tuition reimbursement at a maximum of fifty dollars (\$50.00) per credit hour upon completion of course with a grade "B" or better (or 3 or better on a scale of 1-4 with 4 being the highest grade).

- (B) **QUINN BILL** – Effective January 1, 2011, a candidate for employment with the Department must possess a bachelor's degree as a condition of employment. New hires will be eligible for the Quinn Bill Substitute Educational Incentive Plan as described below.

The educational incentive, which shall be referred to as the Quinn Bill Substitute Education Incentive Plan, shall be available to those employees who were receiving "Quinn Bill" benefits at the time of ratification of a successor agreement for the existing contract that expired on June 30, 2010 and to those employees who have commenced coursework towards a degree and have made the proper notification to the Chief of Police on or before October 1, 2011. Employees covered under the Quinn Bill Substitute Education Incentive Plan will receive an educational stipend equal to that which was in effect under the Quinn Bill as of July 1, 2009 (i.e., 10% associates degree or 60 credits, 20% for bachelor's degree and 25% for master's degree) including the amendments contained in Chapter 120 of the Acts of 2009, approved on October 29, 2009, and taking effect as of June 30, 2009, with such educational stipend being subject to all conditions and limitations imposed under the Quinn Bill statute as it existed on July 1, 2009 including the amendments contained in Chapter 120 of the Acts of 2009, approved on October 29, 2009, and taking effect as of June 30, 2009. It is the express intent of the Parties that the Quinn Bill Substitute Educational Incentive Plan remains pensionable to the extent permissible by law. Employees covered under the Quinn Bill Substitute Education Incentive Plan will not receive any increased benefit if they should secure any further or advanced degrees. Moreover, any increase to the Quinn Bill levels of compensation shall not be applicable to employees covered under the Quinn Bill Substitute Education Incentive Plan. The change in nomenclature to the term Quinn Bill Substitute Education Incentive Plan was made for clarity purposes and was not intended to affect in any way the Town's ability to apply for and receive reimbursement from the State for benefits paid under the plan. In the event that the change in nomenclature is determined to preclude the Town from securing such

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reimbursement, the Parties agree to make the necessary changes to this section and its descriptive title in order to ensure the Town's ability to secure such reimbursement.

Employees shall receive lump sum 50% payments each December and June as currently paid out. The parties agree that any officer who is hired, resigns, retires, or is terminated during any fiscal year will only be paid for any educational incentive that he or she is entitled to under this section on a pro-rated basis for the period of the year that he or she is actually working as a police officer for the Town. As such, a police officer will not be paid any educational or career incentive under this section for any period of the fiscal year that he or she is no longer a police officer for the Town.

The Town shall not be obligated to pay any educational benefit in excess of that which is provided for under this newly negotiated language, irrespective of any expansion or change to Mass. G.L. c. 41, Section 108L (the "Quinn Bill") by the legislature and irrespective of any ruling by any court of competent jurisdiction or administrative agency to the contrary. In furtherance of this Agreement, the individual members of the bargaining unit have agreed to execute waivers indicating that their acceptance of the contractual benefit described herein and waiving any claim to any greater benefit. In addition, the Union shall defend, indemnify and hold the Town free and harmless from and against any and all claims, demands, suits or other actions, whether contractual or legal, or other form of liability which may arise by reason of any action taken by the Town consistent with this section, including any reasonable attorney's fees the Town is required to expend in the defense of any legal action or other proceeding arising out of this Agreement.

**ARTICLE XXIII: NEW POSITIONS ESTABLISHED WITHIN THE
DEPARTMENT NOT REQUIRING WRITTEN EXAMINATION**

When new positions are deemed necessary and established for the police department, the Chief of Police will post notice of such positions on the bulletin board directing any interested members of the department to forward to the Chief of Police a written request for such position or positions. The request should be accompanied by a written resume outlining the applicants written request for consideration after posting of such notice. The Chief of Police may assign personnel to the newly created position after review of all applications including those members pending appointment.

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ARTICLE XXIV: TEMPORARY SERVICE OUT OF RANK

- (A) Any employee temporarily assuming the duties and responsibilities of a higher rank for a period of fifteen (15) days or more shall receive the pay of such higher rank from the first day forward until relieved of such duties and responsibilities by the Chief of Police or his designee.
- (B) A patrolman will not be required to fill in for a sergeant unless a sergeant is unavailable for a given shift or refuses the overtime hours. If a patrolman is used to fill in for a sergeant, that patrolman shall be assigned by the Chief of Police. When an employee is assigned by the Chief of Police to serve as "Officer in Charge" for a shift in the absence of a sergeant, the assignment shall be the senior patrolman on the shift unless otherwise designated by the Chief of Police.

ARTICLE XXV: RESIDENCY

- (A) It shall be the policy of the Town of Northborough to require that all full time members of the police department have a personal residence that lies within a fifteen-mile radius of the Town of Northborough.
- (B) It shall further require any member of that unit to notify the Chief of Police, in writing, of any change in residence within ten days of such a change.

ARTICLE XXVI: BEREAVEMENT LEAVE

- (A) An employee shall be allowed four (4) working days off at his regular rate of pay due to the death of a member of that employee's immediate family. Immediate family, for the purpose of this contract shall be defined as follows: the employee's Mother, Father, Sister, Brother, Child, Spouse, Significant Other, Grandmother, Grandfather.
- (B) An employee shall be allowed one day off at his regular rate of pay for the death of a member of that employee's extended family. That day shall be the day of the funeral.

ARTICLE XXVII: GRIEVANCE PROCEDURE

Definition: For the purpose of this agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this agreement or the union and the Town of Northborough over the interpretation, application or enforcement of an expressed written provision of this agreement, or alleged inequitable or discriminatory treatment of an employee under such procedure.

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(A) GENERAL PROCEDURE

1. A grievance shall be deemed waived unless it is submitted at the appropriate entry level within five working days after the aggrieved party knew or should have known the event or condition on which it is based.
2. Failure at any step of this procedure to appeal the grievance to the next step within ten working days of the receipt of the written response shall be deemed to be termination of the grievance. Time limits may be extended by mutual agreement.
3. An individual may file a formal grievance only when that individual is directly involved in the action which is alleged to be in violation of the contract.

(B) INFORMAL PROCEEDINGS – The grievance shall first be reported verbally by the employee to his immediate supervisor and the chief and an earnest attempt shall be made to adjust the grievance within five working days. If a verbal denial is made to the grievance, a formal procedure may be followed and must be submitted within ten working days of the verbal denial. The aggrieved may elect to follow either the procedure outlined in the Northborough Personnel By-Law, Section 27, Municipal Code and Bylaws or "Procedure C" as specified in this contract. The choice of one procedure precludes the use of the other procedure for the same grievance.

(C) FORMAL PROCEDURE

- **Level One** – submission of a grievance indicating procedure to the Chief of Police shall be in writing, shall identify the aggrieved person, shall indicate the provision of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting such events or conditions took place and a general statement of the grievance and redress sought with a copy to the Town Administrator. The Chief of Police shall respond to the grievance in writing with ten working days after receipt thereof with a copy to the Town Administrator.
- **Level Two** – If not resolved, the grievance may be appealed to the Town Administrator within ten working days in the same form as submitted under Level One. The Town Administrator shall respond in writing within twenty working days.
- **Level Three** – If not resolved at Level Two, the grievance may be appealed to the Board of Selectmen within ten working days in the same form as submitted under Level Two. The Board of Selectmen shall respond in writing within thirty working days.
- **Level Four** – If not resolved at Level Three, the following procedure shall be followed:

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Grievance may be submitted to the American Arbitration Association. All costs for the American Arbitration Association shall be shared 50/50 by both parties.

ARTICLE XXVIII: RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS

The union and employees within the bargaining unit both individually and collectively in consideration of the value of this agreement and its terms and conditions and legislation which engendered it, will not authorize, cause, instigate, sanction or condone or take part in any work stoppage, delay, strike, walkout, slowdown or concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this agreement. Notwithstanding Chapter 1078 of the Acts and Resolves of 1973, the town may, in addition to filing a petition with the State Labor Relations Commission, petition the court for an injunction and seek any other appropriate legal remedies.

ARTICLE XXIX: DURATION OF AGREEMENT

This agreement shall become effective July 1, 2016 to June 30, 2019 and shall remain in force and effect until a new contract is agreed upon, from year to year thereafter unless terminated or modified as hereinafter set forth, provided that any portion hereof which by law requires town meeting action shall not become effective until such action.

ARTICLE XXX: PROMOTION OF SERGEANT

Any promotion to sergeant will be made in accordance with the Board of Selectmen's Policy on Promotions. It is agreed that the bargaining unit will be consulted prior to any changes in this policy.

ARTICLE XXXI: JUST CAUSE AND HEARING PROCEDURE

No member of this bargaining unit shall be dismissed except for just cause following necessary hearing procedures. These procedures and definitions are those outlined in Northborough's Home Rule Charter, Section 7.10 – Removal and Suspensions.

ARTICLE XXXII: TERMINATION OR MODIFICATION

Should either party desire to modify or terminate the agreement at the end of the period specified above, notice of such modification or termination must be sent to the other party by certified U.S. Mail. In no case may termination or modification notice be sent less than thirty days prior to the termination date herein agreed.

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ARTICLE XXXIII: VALIDITY

The invalidity of any provisions, whether judicially declared or others, shall not affect the remaining portions of the Agreement.

ARTICLE XXXIV: STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of this agreement shall bind the parties hereto unless made in writing and executed by the parties hereto.

The failure of the Union or Town to insist in any one or more incidents upon performance of any terms or conditions of the agreement shall not be considered as a waiver or relinquishment of the right of the town or of the union to future performances of any such terms and conditions and the obligations of the union and the town to such future performance shall continue.

ARTICLE XXXV: MCOP ANNUAL MEETING

The Town agrees to allow two Union representatives to attend either the annual MCOP meeting for a period of two (2) days with full pay.

The Chief may exercise his discretion in selecting the manner in which these vacancies shall be filled.

ARTICLE XXXVI: DRUG TESTING

- A. PROBATIONARY EMPLOYEES – Each employee may be tested once during the probationary period at a time determined by management.
- B. ABSENCE FROM DUTY – An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured on duty leave, disciplinary suspension or leave of absence may be tested once within the first fourteen (14) calendar days after his return to active duty.
- C. SERIOUS INCIDENTS – An employee involved in an incident on the job which is serious, life threatening or involves serious bodily injury may be tested once after the incident if a test is approved by the review committee. In deciding whether to approve the test, the committee will base its decision on all of the circumstances.
- D. CAREER ASSIGNMENTS – An employee may be tested once upon his assignment to one of the following positions and then once annually thereafter while he hold the following positions:

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1. Youth Officer
2. Detective
3. Drug Assignment
4. Undercover Task Force
5. As a condition for promotion to Sergeant*

*Once the employee is outside the bargaining unit, the provisions of this contract will no longer apply.

The Union will not discourage or interfere with an employee seeking one of these positions. The employer will not make an appointment in bad faith as a pretext for testing an employee.

- E. **REASONABLE SUSPICION** – An employee may be tested once after a determination by the Review Committee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.
- F. **REVIEW COMMITTEE** – A review committee shall be established for the duration of this agreement, to be composed of an individual selected by the Chief, one by the Union and a third member to be named by the parties. The committee will review requests from the employer for testing pursuant to the provisions of this agreement for serious incidents and reasonable suspicion. The review will be completed within twenty-four hours. The committee's determination shall be final and not subject to the grievance and arbitration procedures.

G. PROCEDURES

1. Hair samples (urine samples where appropriate, or blood samples when requested by the employee) will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal express.
2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technician performing the tests must be available for testifying regarding test results, if required. (Only a lab which has been properly licensed or

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certified by the state in which it is located to perform such tests will be used). The testing standards employed by the lab shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the federal department of Health and Human Services, initially published on February 13, 1987 and as updated.

3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.
4. Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.
5. Test results will be made available to the employee as soon as they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memo will be placed in the employees personnel file.
6. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by a testing officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedures. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.
7. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station.
8. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing. The testing shall consist of an initial screening test and if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.
9. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a

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positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

(H) PROHIBITED CONDUCT

1. Illegal possession of any controlled substance
2. Illegal use of any controlled substance
3. Refusal to comply with the requirements of this drug policy
4. Improper use of prescription medicine

(I) IMPAIRMENT BY PRESCRIPTION MEDICINE – An employee shall notify the Chief of Police when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of Police of the known side effects of such medication and the prescribed period of use. The Chief of Police shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties or prohibited from working where appropriate while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or IOD leave where appropriate or may be placed on unpaid leave of absence if neither sick leave or IOD leave is available.

(J) TREATMENT OF EMPLOYEES INVOLVED WITH DRUGS – An employee who is found to have possessed or used a substance illegally may be subject to discipline, rehabilitation and or retraining. Any discipline imposed remains subject to the just cause standard. However, prior to imposing any discipline, the Chief will consider the following mitigating factors and he will be guided by the principle that any discipline should be designated to rehabilitate the employee.

1. The relative seriousness of the situation in question (whether or not criminal complaints could issue and at what level.)
2. The frequency or repetitive nature of the situation if known and whether the past history of the employee or facts indicate an ongoing pattern of use or abuse.
3. The degree to which the employee is willing and able to participate in a rehabilitation program and the employees experience in such programs.
4. Whether or not the situation came to light initially as a result of an employee seeking help or whether the result of complaints or department initiated investigation.

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5. An employee's current and past performance evaluations and record of work attendance. Included would be the frequency and results of any prior allegations of misconduct.
- (K) When medically appropriate, the employee will be placed in a recognized inpatient therapeutic hospital rehabilitation program at the employee's (or his insurer's) expense. When such an inpatient program is not medically appropriate, the employee may be placed in another form of recognized therapeutic rehabilitation program again not at town's expense. However, the town is not required to rehabilitate instead of discipline or discharge an employee when there is just cause for such discipline or discharge.

ARTICLE XXXVII: LONGEVITY

The Town agrees to compensate those officers continuously employed by the Town, who are members of the bargaining unit, for their years of service as follows:

After 5 years	\$ 200
After 10 years	\$ 350
After 15 years	\$ 500
After 20 years	\$ 650
After 25 years	\$1,250

Longevity payments shall be made in lump sum, once a year, between November 15 and December 15 to all who qualify as of November 1.

Effective July 1, 2011, Longevity payments shall be subject to satisfactory performance evaluation. For purposes of the evaluation process the existing employee performance evaluation form will be used, unless the Town and Union mutually agree in writing to change the form.

ARTICLE XXXVIII: JOB DESCRIPTIONS

Effective 7/1/2007, the Town will implement a change in the Job Description for the position of Patrol Officer. The change is to require use of defibrillators in cruisers as part of the duties of the position. The impact of this implementation has been negotiated as part of the negotiations for this contract.

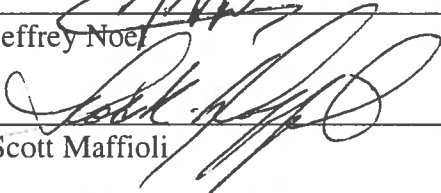
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IN WITNESS THEREOF, the parties hereunto set their hands and seals this ____ day of January, 2017.

MASSACHUSETTS COALITION OF POLICE AFL-CIO, LOCAL 165:




Jeffrey Noel



Scott Maffioli


FOR THE TOWN OF NORTHBOROUGH:




William Pantazis



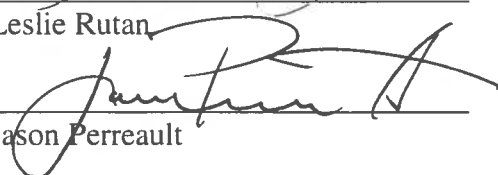
Dawn Rand



Jeff Amberson



Leslie Rutan



Jason Perreault

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