

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTHBOROUGH
AND
THE MASSACHUSETTS COALITION OF POLICE, LOCAL 165, AFL-CIO
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2019 – JUNE 30, 2021

The Town of Northborough ("Town") and the Massachusetts Coalition of Police, Local 165, AFL-CIO ("Union") hereby agree to the following alterations, additions, amendments, and/or deletions to the current collective bargaining agreement, which is effective for the period July 1, 2016-June 30, 2019. Except as set forth in this Memorandum of Agreement, the terms of the existing contract remain unchanged, and in full force and effect.

1. ARTICLE II, RECOGNITION AND UNION SECURITY, Page 3 – Delete the first paragraph of Section (C), Section (D), and Section (E).
2. ARTICLE V, SENIORITY, Page 5 –
 - a. Section (A) - Delete "vacation leave and" in the second sentence so that the amended sentence reads as follows: "This system shall be used for the purpose of bidding of shifts."
 - b. Section (B) – Delete "vacation" at the start of Section (B) and amend "three" to "four" in the last sentence so that the amended Section (B) reads as follows:

"Leave granted under the terms and conditions of this section shall be limited in that no two patrolmen from the same shift will be allowed leave at the same time. No more than four patrolmen shall be granted leave at the same time."

3. ARTICLE VII, COMPENSATION, Page 7 –

- a. Base Pay Increases shall be provided as follows:

Effective 7/1/19	Base Pay Increase of 2%
Effective 7/1/20	Base Pay Increase of 2%
Effective 7/1/21	Base Pay Increase of 2%

- b. Amend Wage Scale in Section (A) as follows:

	7/1/2019	7/1/2020	7/1/2021
Step 1	18.19	18.56	18.93
Step 2	24.26	24.74	25.24
Step 3	25.47	25.98	26.50
Step 4	26.75	27.28	27.83
Step 5	28.08	28.65	29.22

Step 6 30.34 31.25 31.88

- c. Amend Section (B), first bullet, to include the position of "School Resource Officer" as a position separate from Detective that also receives a stipend equal to 5% of base pay.
- d. Add new Section (D), entitled "Shift Differential" which shall read as follows:

"Patrolmen working a shift other than daytime hours shall be entitled to shift differential as follows:

4p-12m = \$14.00 additional per week or .35 hourly

12m-8a = \$16.00 additional per week or .40 hourly

This provision does not apply to those shifts worked at time and a half."

4. ARTICLE VIII, OVERTIME, Page 8 – Amend Section (E) to read as follows:

(E) FORCED OVERTIME DEFINED:

- a. Nothing in this section is meant to undermine the authority of the Chief of Police in an emergency to order in to work any officer for an unanticipated, and/or unique situation regardless of where the officer may be on the "force-in list."
- b. When a patrolman is out of work due to sickness or injury or leave, including bereavement leave, then the patrolman on top of the overtime/force in list will be notified to have first choice of those duties. When a shift opening is to be filled the officer-in-charge who has responsibility for filling the shift, shall notify all patrolman according to the overtime list. If the patrolman on top of the overtime list refuses the open shift, it shall be offered to the next patrolman (and so on and so on). If all patrolman have refused the open shift, the patrolman closest on top of the list not on a scheduled day off and not on leave, including bereavement leave, shall be ordered in to work the open shift. If a patrolman accepts the shift he shall be moved to the bottom of the list.
- c. The overtime list and Force List are merged and consist of one list.
- d. A patrolman is not eligible for a force on their regularly scheduled days off.

- e. If a patrolman is on leave the patrolman is clear from the force in for the 24 hours of that calendar day including 8 hours before and 8 hours after the calendar day.

5. ARTICLE VIII, OVERTIME, Page 8 – Add new Section (H) to read as follows:

“(H) TRAINING:

- a. Officers assigned to training shall be paid at their overtime rate of pay for traveling to, attending, and up to two (2) hours of preparation for (i.e. required book study or coursework) training, except for training attended in lieu of an officer’s regularly scheduled shift;
- b. Whenever participating in training that requires an officer to travel on the calendar day preceding and/or following the training attended, the officer shall be compensated with eight (8) hours of compensatory time off. Compensatory time earned pursuant to this subsection cannot be taken at a time that would result in an overtime cost to the Town.

6. ARTICLE X, HEALTH AND SAFETY, Page 11 – Amend Section (E) to read as follows:

“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. Effective July 1, 2019, the payments for the semi-annual test and bonus portion shall be \$500.00 and \$100.00, respectively.

7. ARTICLE XI, HEALTH AND WELFARE, Page 11 – Amend to read as follows:

The Town agrees to offer a health care plan to the members of the union pursuant to MGL Chapter 32B. The plan’s monthly premium shall be split 70%/30% whereby the Town contributes 70% of the monthly premium cost and the employee contributes 30% of the monthly premium cost.

The 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, 2019, through June 30, 2022, 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 and imaging. This reimbursement shall be in effect only for the duration of the contract. At the end of the contract (June 30, 2022) continuation of these changes will be subject to negotiations for a new contract.”

8. ARTICLE XIV, VACATIONS, Page 13 –

- a. Rename Article as "LEAVE";
 - b. Add language to define "Leave" as "the approved usage of accrued vacation time, compensatory time, and personal time.";
 - c. The existing language in Article XIV, Sections (A) – (E) shall fall under a new subsection 1, entitled "Vacation" and delete "Vacation" in the first line and replace with "Leave" and add new Section (F) that provides that "Leave requests for leave that will begin on a Monday must be submitted to the Chief or his designee by 10:00 AM on the preceding Friday. Any request made without sufficient notice may be granted at the discretion of the Chief.";
 - d. Cut Article XIX, Compensatory Time, and place it in the revised Article XIV as subsection 2, entitled "Compensatory Time Off" and add new third sentence to Section (A) that provides that "Leave requests for leave that will begin on a Monday must be submitted to the Chief or his designee by 10:00 AM on the preceding Friday. Any request made without sufficient notice may be granted at the discretion of the Chief.";
 - e. Cut Article XVIII, Personal Days, and place in the revised Article XIV as subsection 3, entitled "Personal Leave" and delete "day" or "days" throughout the Article and replace with "leave" and add a new Section (D) that provides that "Leave requests for leave that will begin on a Monday must be submitted to the Chief or his designee by 10:00 AM on the preceding Friday. Any request made without sufficient notice may be granted at the discretion of the Chief."
9. ARTICLE XV, EXTRA DETAILS, Page 14 – Amend Section (H) and Section (I) by deleting "a rate of time and one-half of the top patrolmen's hourly salary" and replace with "the then-applicable detail rate set forth in Section (Q)".
 10. ARTICLE XV, EXTRA DETAILS, Page 14 – Amend Section (Q) to read as follows:

"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. Effective July 1, 2019, the rate for extra details shall be \$49.00. Effective July 1, 2020, the rate for extra details shall be \$50.00. For purposes of detail pay the Applefest Celebration will be treated as a Town-event similar to a DPW construction detail."
 11. ARTICLE XXII, EDUCATIONAL INCENTIVE, Page 24 – Add new Section (C) to read as follows:

"Effective July 1, 2019, current members of the bargaining unit who are not eligible to receive the Quinn Bill Substitute Education Incentive Plan ("Plan") set forth in Section (B), but possess non-qualifying bachelor's degrees, shall become eligible to receive payments under the Plan provided that, prior to June 30, 2022, the member enrolls in and successfully passes five (5) courses towards a degree in law enforcement at an accredited

college or university. The member must receive the Chief's pre-approval prior to enrolling in the course for the course to count towards the five (5) courses to be successfully completed. Upon successful completion of the five (5) courses, the member shall be eligible to receive an annual educational stipend under Section (B) that is equivalent to 20% of their annual salary, to be paid at the same time and in the same manner as other members receiving payments under the Plan. In the event the member successfully completes the fifth pre-approved course mid-fiscal year, the member shall receive the educational stipend on a pro-rated basis. Members hired after July 1, 2019, who have a non-qualifying bachelor's degree at the time of hire, have three (3) years from the date of hire to complete the five (5) courses to be eligible for the educational stipend under Section (B).

12. ARTICLE XXVII, GRIEVANCE PROCEDURE, Page 26 –

a. Add second sentence to "Definition" which shall read as follows:

"A 'working day' shall be defined as Monday through Friday, excluding Saturday and Sunday and Holidays as set forth in Article XVI of this agreement."

b. Amend Level Four of Subsection (C) by adding a sentence as follows:

"The arbitrator shall not have the authority to add to, delete from, or modify the agreed to terms as set forth in the contract."

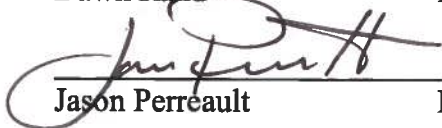
13. ARTICLE XXIX, DURATION OF AGREEMENT, Page 28 – Amend dates to "July 1, 2019" and "June 30, 2022".

14. ARTICLE XXXI, JUST CAUSE AND HEARING PROCEDURE, Page 28 – Amend Article to read as follows:


"No member of the bargaining unit shall be disciplined or dismissed except for just cause. Prior to the issuance of a suspension, demotion, or discharge, the employee shall be notified of the charges in writing and shall be given a hearing either before the Chief or the Board of Selectmen. Any discipline imposed by the Town may be grieved and arbitrated by the Union pursuant to Article XXVII of this agreement."

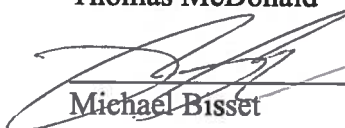
FOR THE TOWN:


Dawn Rand Date 9/7/19


Jason Perreault Date

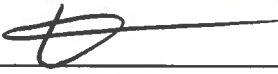
FOR THE UNION:


Thomas McDonald Date #47 9/7/19

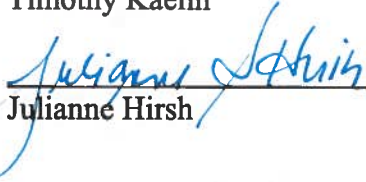

Michael Bisset Date #415 9/7/19



Leslie Rutan Date



Timothy Kaelin Date



Julianne Hirsh Date