

**AGREEMENT BETWEEN THE TOWN OF NORTHBOROUGH
AND
MASSACHUSETTS COALITION OF POLICE AFL-CIO
LOCAL 165A
SERGEANTS**

JULY 1, 2019 – JUNE 30, 2022

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

Local 165A
(SERGEANTS)

This agreement entered into by and between the Town of Northborough, Massachusetts hereinafter referred to as “the town” and Local 165A 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 exercised under law, except as expressly modified by a specific provision of the agreement.

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ARTICLE 1

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 165A, 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 sergeant, excluding patrolmen, 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.
- (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 150E, 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 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.

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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 sergeant.

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's 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 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

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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 sergeant a seniority system based on the longest, continuous service in that rank by a member of that rank down to the least time of service in that rank by a member of that rank. This system shall be used for the purpose of leave and bidding of shifts. .

This same system shall be utilized to determine which sergeant(s) should be returned to the rank of patrol officer should the Town determine it be necessary to reduce the number of sergeant positions.

- (B) Leave granted under the terms and conditions of this section shall allow two sergeants to be off on vacation at the same time. The filling of the shift shall be left to the discretion of the Chief of Police. Other sergeants may be permitted to take leave in addition to the maximum of two sergeants at a time if authorization is given by the Chief of Police. For the purposes of this section, leave shall be defined to include accrued vacation, compensatory, and personal leave.

- (C) Shift selections, 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 (4) months. The Chief of Police may, at his discretion, establish one "flexible" shift. This shift may be a split shift and may have fixed, rotating or alternating days off as determined by the Chief of Police. If days off are fixed, the assigned employee shall have two consecutive days off each week and every third week the assigned employee shall have three consecutive days off as determined by the Chief of Police. Said days off shall equal the same number of days off as employees working the traditional 5-2 / 5-3 schedule rotation. The Chief may reconfigure the flexible shift to meet departmental / supervisory scheduling needs provided that a minimum seventy-two hour notice is given to the employee assigned to the flexible shift.

For the purpose of this section, shifts will be put up on bids by the Chief of Police or designated representative on the last Sunday in January to commence at midnight on the second Sunday in February and again on the last Sunday in May, to commence at midnight on the second Sunday in June and again on the last Sunday in September, to commence at midnight on the second Sunday in October.

- (D) All sergeants 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 may be in the form of a written or verbal communication to the sergeants by the Chief of Police or his designee.

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- (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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS

All benefits presently enjoyed by the employee, within the bargaining unit under the by-laws of the town pertaining to personnel which are not inconsistent with any terms of the agreement and which are not otherwise changed by this agreement shall be continued.

ARTICLE VII - COMPENSATION

| | |
|------------------|--|
| Effective 7/1/19 | No General wage increase—Step re-alignment |
| Effective 7/1/20 | Base Pay Increase of 2% |
| Effective 7/1/21 | Base Pay Increase of 2% |

Personnel By-law Section 1-64-060(E) does not apply to Sergeant promotions.¹

- (A) Step increases shall be granted at twelve-month intervals, subject to a satisfactory performance review.
- (B) The compensation plan grades shall be as follows:

| | FY20 | FY21 | FY22 |
|--------|-------------|-------------|-------------|
| Step 1 | 67,408.20 | 68,756.36 | 70,131.49 |
| Step 2 | 70,104.53 | 71,506.62 | 72,936.75 |
| Step 3 | 72,908.71 | 74,366.88 | 75,854.22 |
| Step 4 | 75,825.06 | 77,341.56 | 78,888.39 |

The above will be converted to hourly rates.

- (C) This new wage schedule shall remain in effect until 6/3022 or until a new wage schedule is negotiated with the town.
- (D) Officers 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

¹ Personnel By-law 1-64-060(E) –The employee receiving a promotion to a vacant position or to a new position as defined in § 1-64-050C shall, upon assignment resulting from said promotion, receive the rate of pay in the new grade which results in at least a five-percent increase.

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

- (E) For the purpose of this contract it is agreed that the above shift differential pay shall be paid each pay period for the above hours mentioned.
- (F) 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.

Both the Town and the Union agree to reopen negotiations during the duration of the contract at either party'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. This reimbursement shall be in effect only for the duration of this contract. At the end of the contract (June 30, 2022) continuation of these changes will be subject to negotiations for a new contract.

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 resulting from a sergeant's absence are determined by the Chief to need to be filled, all regular full time sergeants shall be notified and have first choice on those duties on a rotating basis.
When such above overtime exists and is not accepted by a sergeant or no sergeant can be reached to work, then those shifts may be filled with other employees or not filled at the discretion of the Chief.

A rotating list of sergeants shall be used and they shall be contacted by the Chief. However, if for any reason a sergeant is not reached for a known overtime shift or other work related to a sergeant's duties which is determined by the Chief as being required to be filled that sergeant shall be entitled to sign up for such duties up to 36 hours prior to said shift provided no other sergeant has taken that duty.

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In addition, once a sergeant has refused to work a particular shift, he may not take advantage of the 36-hour grace period. Within 36 hours of such openings the Chief may fill said vacancies at his discretion.

- (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.

FORCED OVERTIME DEFINED: Whenever it becomes necessary for a sergeant 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”.

- (E) Forced Overtime - A sergeant will not be allowed to work more than two shifts per day and/or not more than three shifts in any 24-hour period.

ARTICLE IX - CALL IN PAY

- (A) Call in time shall be defined as that time when a sergeant is recalled unexpectedly to the station or other place when he or she is on off-duty status. Call in time, under these provisions shall not include training or departmental meetings.
- (B) Employees called in on an emergency nature shall be paid four hours at time and a half. The Chief of Police determines the emergency. Examples include but are not limited to: back up personnel, breathalyzer, photographer, natural disaster or threat of.

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) The town agrees to continue all present health and welfare benefits to the members of the union.
- (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.

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Effective with the 1990 contract, health test to be administered semi-annually. Employees who pass each element of the test are to be paid \$400.00. For also passing the bonus portion of the test, employees will be paid \$100.00. Effective July 1, 2019, the payments for the semi-annual test and bonus portion shall be \$500.00 and \$100.00, respectively.

| | | |
|---|--------------|----------------------|
| 500 yard run | up to age 45 | 2 minutes |
| | 46 to age 50 | 2 minutes 10 seconds |
| | 51 to age 55 | 2 minutes 15 seconds |
| | 56 to age 60 | 2 minutes 20 seconds |
| | 61 to age 65 | 2 minutes 25 seconds |
| 100 yd sprint | up to age 45 | 20 seconds |
| | 46 to age 50 | 22 seconds |
| | 51 to age 55 | 24 seconds |
| | 56 to age 60 | 26 seconds |
| | 61 to age 65 | 28 seconds |
| 100 yd sprint Plus 50 yd Obstacle Course | up to age 45 | 35 seconds |
| | 46 to age 50 | 40 seconds |
| | 51 to age 55 | 42 seconds |
| | 56 to age 60 | 44 seconds |
| | 61 to age 65 | 46 seconds |
| 50lb weight Up 75foot Incline | up to age 45 | 44 seconds |
| | 46 to age 50 | 48 seconds |
| | 51 to age 55 | 50 seconds |
| | 56 to age 60 | 52 seconds |
| | 61 to age 65 | 54 seconds |

BONUS TEST: Immediately following the conclusions of the above tests, with no more than a two minute recovery period, the candidate will repeat the 500 yard run within the appropriate age time allowance.

New Employees – Annual test is condition of employment

Existing Employees – Test is voluntary.

- (D) Police officers may not smoke on duty. This prohibition constitutes a condition of employment and subject to progressive disciplinary action by the Chief of Police as part of the Northborough Police Department rules and regulations.

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ARTICLE XI - 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 officer 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 or a felony or of a misdemeanor involving turpitude.
- 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) Officers and supervisors reports: The officer shall also immediately fill out an employees report of accident form immediately following the end of the officers shift or the officers 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 officers shift or release from duty to the officers immediate supervisor who shall in turn submit the report to the Chief of Police as soon as possible, together with the supervisors 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

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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) Doctors Report – The officer claiming injured on duty status shall have a doctors 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 be limited to:
- The history of the injury
 - The results of the physical examination
 - The doctors diagnosis
 - The treatment rendered and recommended by the doctor
 - The doctors opinion with respect to the cause of the condition diagnosed
 - The doctors 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 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 doctors 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 forgoing 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 of denying any request for such leave and the officer shall make available to the board 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.

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(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 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

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- 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

- (1) 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

- (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 the 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 165A, 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 Board of Selectmen or its designee and the president of Local 165A or his designee present and shall examine the officer and render an opinion as to whether or not the incapacity continues

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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 anyway 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)

(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

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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.

ARTICLE XII - WORK CLOTHES AND EQUIPMENT

- (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, 2016, employees in the bargaining unit shall be entitled to an annual clothing and cleaning allowance of one thousand two hundred dollars (\$1,200) 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. Costs associated with change in rank or assignment shall be paid by the town (not out of officers clothing allowance).
- (D) Upon termination, resignation or retirement, all town owned property shall be returned to the Chief of Police.

ARTICLE XIII - COURT TIME

- (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 shall be paid to the individual officer in the next pay period.

ARTICLE XIV – VACATION LEAVE

(A) Vacation leave will be granted in accordance with the existing and applicable by-laws of the town and must be taken in the calendar year in which they are due and shall not accumulate from year to year except as provided in Section E. Vacation requests shall be granted so as not to impair the mission of the police department as determined by the Chief of police. Employees unable to take their vacation time due to sickness or injury will be allowed to reschedule their vacation but not to interfere with established schedules.

(B) Vacations shall be provided as follows:

Effective 7/1/09, Vacations shall be provided as follows for employees who attain the rank of Sergeant after February 1, 1996:

| | |
|---|---------|
| 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 |

- (C) For the purpose of this contract a leave week shall be defined as the employees five working days, excluding days off. This leave time to coincide with the present 5-2, 5-3-work schedule.
- (D) 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.
- (E) Sergeants shall be allowed to carry over a maximum of five unused vacation days with prior written approval of the Chief of Police. Sergeants may elect to be paid for those days when the full vacation accrued is not used and agreeable to the Chief of Police. Vacation time is to be used and is a benefit to the employee; however, the purpose of this section is to allow for an option that would be a mutual benefit to the town and the sergeant.

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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.
- (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 questions 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. Personnel on vacation shall not be assigned extra details to exceed one such detail in any one week of vacation.
- (H) All strike details or hazardous details, as determined by the Chief of Police shall be paid at a rate of two times the detail rate, 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.

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- (I) 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.
- (J) 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 for the detail.
- (K) 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.
- (L) 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 or his designated representative 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 fewer than four hour increments.
- (M) 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.
- (N) Upon execution of a Memorandum of Agreement between the Union and the Town, the rate for extra details shall increase from \$48.00 per hour to \$49.00 per hour. Effective July 1, 2020, the rate for extra details shall be \$50.00 per hour.

ARTICLE XVI - HOLIDAYS

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

New Years Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

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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 one 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 sergeant who accumulates in excess of maximum sick leave (130 days) in a given year will receive compensation of one day for every three days not used in the then current year, except at the discretion of the Chief of Police, no more than two days may be carried from year to year or into the next fiscal year. This compensation will be in the form of one days pay or compensatory time off.
- (C) Each employee may earn and accrue one personal day for each consecutive, separate ninety-day 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.
- (D) 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.

ARTICLE XVIII - 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, 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 sergeant works an overtime shift, and that shift to be filled is open due to a sergeant taking compensatory time, the sergeant working the overtime shift may not take compensatory time in lieu of pay. It is further agreed that there will be a forty (40) hour cap of compensatory time any employee may have on the books at one time.

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ARTICLE XIX - 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 XX - LONGEVITY

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

| | |
|---------------------|-----------|
| 05 years – 09 years | \$200.00 |
| 10 years – 14 years | \$350.00 |
| 15 years – 19 years | \$500.00 |
| 20 years – 24 years | \$650.00 |
| 25 years – 30 years | \$1250.00 |

(B) 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.

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

ARTICLE XXI - EDUCATIONAL INCENTIVE

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, 2010. 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 Bachelors degree and 25% for Masters 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 Education Incentive Plan remains pensionable to the extent permitted by Law. Employees covered under the Quinn Bill Substitute Education Incentive Plan will not receive any increased

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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 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 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 XXII - 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.

ARTICLE XXIII - TEMPORARY SERVICE OUT OF RANK

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- (A) Any employee temporarily assuming the duties and responsibilities of a higher rank for a period of thirty 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, the Chief of Police shall assign that patrolman.

ARTICLE XXIV - 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 (15) 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 XXV - 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, Grandmother, Grandfather, Father-in-Law, Mother-in-Law.
- (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 XXVI - GRIEVANCE PROCEDURE

Definition: For the purpose of this agreement, a grievance will be defined as a dispute between members 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 provisions.

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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 PROCEEDINGS

- (1) **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.
- (2) **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.
- (3) **Level Three** – If not resolved, 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 ten working days.
- (4) **Level Four** – If not resolved at Level Three, the following procedure shall be followed:

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- (5) 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 XXVII - 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 XXVIII - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2019 to June 30, 2022 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 XXIX - 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.

ARTICLE XXX - VALIDITY

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

ARTICLE XXXI - 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

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terms and conditions and the obligations of the union and the town to such future performance shall continue.

ARTICLE XXXII - UNION PARTICIPATION BY SERGEANTS

The town agrees to provide paid leave not to exceed four (4) days in the aggregate each year to the Union to allow Union members to attend Union functions. For the purpose of this Article, Union functions shall include the Annual Union Convention, the Annual Union President's Dinner and Union sponsored seminars. The Union shall have the right to designate which Union members may attend which Union function as long as the total paid leave to the Union does not exceed four (4) days each year, subject to the Chief of Police's approval when shift coverage is required.

ARTICLE XXXIII - RANDOM DRUG TESTING

A. POLICY

The Northborough Police Department has a legal responsibility and management obligation to ensure a safe work environment as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence, drug abuse or illegal drug use.

There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics by police department employees is a crime in this jurisdiction and clearly unacceptable. There are also unique corruption hazards associated with drug possession and use by the police.

Therefore, the Northborough Police Department has adopted this written policy to ensure an employee's fitness for duty as condition of employment, to ensure drug tests are ordered based on reasonable objective basis for existing employees; to provide for the random drug testing of existing employees and to establish a procedure for drug testing employees at the time of promotion, transfer or assignment to a new position, or for employees permanently assigned to a narcotics or vice unit.

Applicants for sworn and non-sworn positions in the police department shall be routinely tested for drug or narcotic usage as a part of their pre-employment medical examination. Current employees of the department shall be required to submit to a test for drug or narcotic usage as outlined below.

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The department will utilize a method of testing that is the least intrusive possible considering the necessity to maintain the highest degree of accuracy in test results. For the purpose of this current policy, the test choice is the detection of drugs of abuse through the analysis of body hair. (Radioimmunoassay of hair)

B. PROCEDURES

(1) Hair samples taken from an employee or a prospective employee will be taken according to directions provided by the testing facility. The sample will be sealed in the chain of evidence container in the presence of the subject the sample was taken from. The sample with either is 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, and chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay of hair. Technicians performing the tests must be available for testifying regarding test results, if required. Only a lab, which has been properly licensed or 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) An interview with the employee the sample is to be taken from will attempt to establish the use of any drugs currently taken under medical supervision.

a) Any employee taking drugs by prescription from licensed physician as part of treatment, which would otherwise constitute illegal drug use must notify the Chief of Police in writing and include a letter from the treating physician or in place of the letter a copy of the prescription or showing the prescription container the medicine came in. Any statutory defined illegal use of drugs by an employee, whether at or outside employment, will not be tolerated.

b) Medical history information revealed by an employee shall remain confidential and used only for ensuring the accuracy of test results.

(4) Test results will be made available to the employee or prospective employee as soon as they are known to the department.

a) Refusal on the part of a prospective employee to submit to a test will be grounds for discontinuing an applicant in the hiring process.

b) Refusal on the part of an existing employee to submit to a test that is ordered for one of the reasons previously described will be considered refusal of a direct order and will subject the employee to possible disciplinary action that may ultimately include being discharged.

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(5) When an employee is asked to submit to a drug test based on “reasonable objective basis” the following definition of reasonable objective basis must be satisfied: That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

- a) The state of facts or circumstances referred to above should be documented in writing and forwarded to the Chief of Police. Such factors to be considered, but not limited to, are as follows: Documentation that an employee is impaired or incapable of performing his or her duties; reduced productivity, excessive vehicle accidents, high absenteeism or other behavior inconsistent with previous performance.
- b) Upon review of the facts and circumstances with the employee involved, if the Chief of Police believes there is reasonable cause to order a drug test, the concerned employee will be directed to undergo such a test.
- c) The concerned employee may voluntarily agree to submit to such a test and waive his or her right to have the chief's directive containing the reasonable cause reviewed as described below.
- d) The Chiefs directive containing the reasonable cause, shall, at the request of the concerned employee, be reviewed by the coordinator if the Northborough Employee Assistance Program (EAP). The review shall be an informal process and the EAP coordinator will determine its own procedures for doing so. The purpose is to determine only whether or not the chief has information, which establishes reasonable cause to order a test. The officer is not a participant in this part of the process.
- e) The EAP will make a decision based upon the information presented and the results of the decision and any information presented to the EAP shall be held in the strictest confidence.
- f) During the pendency of this review process, the Chief reserves the right to determine the employees working status and assignment, subject only to the applicable collective bargaining agreement and departmental rules and regulations. This does not restrict the chief from imposing discipline for violations of department rules, regulations and/or policies.
- g) If the EAP determines that drug testing is not warranted, the employee shall not be ordered nor be under any obligation to undergo drug testing.

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(6) Employees directed to submit to drug testing based on random selection shall be identified as follows:

- a) The Chief of Police may implement random testing of employees in the department up to two times in any fiscal year of the town. The dates of random testing will not be published or announced in advance of the selection.
- b) The selective procedure will be governed by a secured computer selection process. The selection of individual personnel to be screened will be effected by a computer program designed for random selection. Human intervention in this process is limited to the programming of the computer by an independent contractor hired outside the department for this purpose according to contract specifications.
- c) For each incident of random testing, there will be no more than two department employees selected for testing. The pool of department employees from which those randomly selected for testing shall come from will include all full time employees of the department governed by these contractual protocols.
- d) There is no review procedure applicable to random testing. The Chief of Police reserves the right to waive a test for an employee who is randomly selected twice or more in a row.

(7) The testing procedures and safeguards provided in this directive to ensure the integrity of department drug testing shall be adhered to by all personnel associated with the administering of drug tests.

- a) The employee to be tested as part of any mandatory testing will be notified of the test requirement at least 24-hours before testing and 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.
 - 1) Failure to report at the time and place designated not to interfere with an employees previously scheduled leave, will be considered as a refusal to submit to drug testing. The employee will be considered as being insubordinate and refusing a direct order, which will then subject him/her to appropriate discipline up to and including discharge.
- b) Employees to be tested on a reasonable suspicion basis will be notified of the test requirements just prior to transport to the medical facility or laboratory designated by the department to obtain the testing sample.
- c) At the time of the test the employee will be notified of the specific drugs, which will be screened by the test.

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- 1) The testing personnel shall conduct a pre test interview with each employee in order to ascertain and document the recent use of any prescription or non prescriptive drugs or any indirect exposure to drugs that may result in a false positive test result.
 - d) The employee will be accompanied by a testing officer (chief) from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process.
 - e) The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure.
 - f) The employee will be required to sign and certify department documentation that the coded identification on the testing sample corresponds with the test code identification assigned to him/her.
- (8) A drug testing methodology is necessary to ensure that the process of a testing program meets standards of integrity that satisfy expectation of fairness and accuracy.
- a) To ensure optimum accuracy, the tests shall be drug specific. With the delivery of each sample to be tested the department will designate to the testing facility only certain specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific substances contained in the department request.
 - b) The testing or processing phase shall consist of a two-step procedure:
 - 1) Initial screening test and if necessary;
 - 2) Confirmation test
 - c) A sample testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive, (accurate) than the initial screening test.
 - 1) The secondary confirmation test of any positive findings of specific drugs selected to be screened in the subject shall be accomplished by one of the following methods: enzyme immunoassay, gas liquid chromatography, and mass spectrometry.
 - 2) Secondary confirmation test of a positive finding for the presence of cannabinoids will be gas chromatography mass spectrometry

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d) The foregoing drug testing procedures are not meant to be an exhaustive compilation of the tests that will be or could be used to implement the personnel drug screening process.

e) Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

f) Regarding the chain of evidence and storage considerations each step in the collecting and processing of the testing sample shall be documented to establish procedural integrity and the chain of custody.

1) Where a positive result is confirmed, testing samples shall be maintained in secured storage for as long as necessary.

(9) Rules and prohibited activities related to the drug testing policy shall apply to all applicants, probationary and full time employees while on and off duty.

a) No employee shall illegally possess any controlled substance.

b) No employee shall ingest any controlled or other dangerous substance unless prescribed by a licensed medical practitioner.

1) Employees shall notify the Chief of Police when required to use prescription medicine, which they have been informed, has the potential to 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.

2) The Chief of Police shall document this information through the use of internal confidential memorandum and maintain the memorandum in a secured file.

3) The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescriptive medicine, which has the potential to impair job performance or create unsafe working conditions.

(10) Employees who are promoted, transferred to a new position or given a special assignment such as working as a detective, youth officer or in a drug unit, shall be subject to drug testing as a condition of the promotion or assignment. Employees permanently assigned to a drug or vice unit are subject to periodic drug testing during the tenure of their assignment.

(11) Failure to comply with the intent or provisions of this procedure may be used as grounds for disciplinary action. Refusal by a police employee to take the required drug

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test will result in immediate relief from police duties pending the disposition of any administrative personnel action.

C. EMPLOYEE DISCIPLINE-REHABILITATION-RETRAINING

1. Once it is determined that an employee has possessed, used or abused a substance that is illegal to use or possess, or used a substance controlled by state prescription laws without the written authorization of a licensed physician, it shall be a matter fit for disciplinary, rehabilitative or retraining disposition.
2. Options open to a department head for appropriate disposition should be selected predicted upon articulated factors. In some cases it is recognized that the seriousness of the situation will require the chief to move for dismissal of the employee. In some cases, it is possible that the combined presence of several factors may require the department head to seek the dismissal of the employee. Regardless of the possible existence of such mandating factors, it is recognized that the concept of "discipline" exists to bring about a positive change in the actions, attitude or potential contribution of an employee to the organization and to the general public. With that concept in mind, the department always seeks to discipline in such way as to encourage the rehabilitation of the employee.
3. Mitigating factors that the Chief must consider prior to imposing discipline include but are not limited to the following:
 - a. The relative seriousness of the situation in question: (whether or not criminal complaints could issue and at what level)
 - b. 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.
 - c. Whether or not the subject employee exhibits a cooperative or hostile attitude about disposition alternatives such as formal treatment programs, counseling, future testing mandates, re-training, suspensions etc.
 - d. 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.
 - e. 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.

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- f. Guidelines, provisions or restrictions that are contained in any contractual agreement the town has with this particular classification of employee as pertains to substance use or abuse.

D. SEARCHES OF DEPARTMENTAL PROPERTY

- 1. The efficient running of a police operation dictates by necessity that a properly equipped environment be supplied in order to facilitate that goal. As such, the Town of Northborough has, as employer, provided physical working spaces and varied equipment for the use of its police department employees. It is acknowledged that all such physical space and equipment supplied by or purchased by funds appropriated at town meeting are and shall remain the property of the town unless disposed of according to applicable state statute.
- 2. All property belonging to the police department is subject to inspection at any time without notice as there is a diminished expectation of privacy. Property includes, but is not limited to, department owned vehicles, desks, containers, files and storage areas and lockers.
- 3. Employees assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor after reasonable advance notice, unless waived by the Chief of Police and in the presence of the employee.

ARTICLE XXXIV - ROLL CALL PAY

- A. Sergeants of the Northborough Police Department are responsible for conducting roll call at the start of every working shift. The period of time known as roll call will be used by the shift supervisor to provide information and intelligence updates; to issue BOLO's; to give patrol assignments; to inspect uniform and equipment; and to provide training.
- B. For the purpose of conducting roll call, the sergeant of the off-going shift will stay for the first fifteen minutes of the new shift in order to assist with the presentation of information and intelligence updates, as well as recent BOLO's and selected training topics. Sergeants will be compensated one-quarter hour of pay at time and one half for each roll period they attend beyond their normal working shift. Employees may elect to receive payment of one-quarter hour of pay at time and one half for roll call or compensatory time.

ARTICLE XXXV - DETECTIVE SERGEANT

- A. The position of detective sergeant is deemed a position not requiring a written examination. If a vacancy occurs, the chief shall post the vacancy directing interested employees who presently hold the rank of sergeant to submit a written

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request for the position. Once assigned to the position of detective sergeant, removal shall only be for cause or at the request of the assigned sergeant. If removed for cause or at the request of the assigned sergeant, it shall result in reassignment to uniformed patrol sergeant. For the purpose of this article cause shall be for unsatisfactory performance evaluations by the detective sergeants immediate supervisor.

At such time that a vacancy occurs in the position of detective sergeant, the last three sentences in the section shall be deleted and replaced with the following sentence, "The Detective Sergeant shall be selected by, and serve at the pleasure of, the Chief of Police."

- B. The detective sergeant shall receive additional compensation in the amount of 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 a sergeant is assigned as a detective sergeant. Should the Patrolmen Union Contract provide a greater than 5% stipend in the future, such increase shall be provided to the Detective Sergeant.
- C. The detective sergeant shall continue to receive six days per year leave to reflect the 5-2/5-3 work schedule.

ARTICLE XXXVI - JOB DESCRIPTIONS

Effective 7/1/2007, the Town will implement a change in the Job Description for the position of Sergeant. 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 October, 2020.

TOWN OF NORTHBOROUGH

**POLICE SERGEANTS UNION,
MCOP LOCAL 165A**

By its Board of Selectmen

By the following persons:











