

AGREEMENT

BETWEEN

CITY OF LOWELL

AND

LOWELL POLICE ASSOCIATION, INC. ("UNION")

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## AGREEMENT

THIS AGREEMENT entered into by and between the CITY OF LOWELL, a municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, hereinafter referred to as the "EMPLOYER", and the "LOWELL POLICE ASSOCIATION, INC. and its elected officers, hereinafter referred to as the "UNION".

It is acknowledged by both of the parties to its Agreement that the intent and purpose hereof is to reach an amicable understanding with respect to the employees covered by this Agreement, to enter into an Agreement covering wages, hours and conditions of employment in order that a more efficient and progressive public service may be rendered.

## ARTICLE I BARGAINING UNIT - DEFINITIONS

### Section 1: Bargaining Unit

Pursuant to the decision of the Massachusetts Labor Relations Case No. MCR 951, dated March 21, 1972, wherein separate bargaining units were established for patrolmen of the Lowell Police Department, the Employer hereby recognizes the Union as the exclusive bargaining representative for the following unit members of the Lowell Police Department:

"All regular police officers employed by the Lowell Police Department in the grade of Patrolman, Policewoman, and Police Chauffeur Excluded from this unit are the Superintendent and Deputy Superintendent and all members in the ranks of Captains, Lieutenants, Sergeants, all reserve police officers who are employed less than twenty (20) hours per week on regular police duty, school traffic supervisors, and all other employees of the City of Lowell Police Department".

### Section 2

Pursuant to an Agreement for Consent election issued by the Labor Relations Commission Case No. MCR-07-5266 on April 20, 2007, an election by secret ballot was conducted on May 15, 2007, in a unit consisting of the following:

"All full-time and regular part-time police officers employed by the City of Lowell in the grade of patrol officer, including detectives and school resource officers, but excluding police officers with the rank of sergeant, lieutenant, captain and deputy chief, and the superintendent of police all managerial, confidential, and casual employees, and all other employees. Therefore, by virtue of and pursuant to the power vested in the Commission by Chapter 150E of the General Laws (Public Employee Bargaining Law).

IT IS HEREBY CERTIFIED THAT Lowell Police Union has been selected by a majority of the above described unit of employees as set forth in the Commission's Agreement as their representative for the purposes of collective bargaining, and that



pursuant to Chapter 150E of the General Laws Lowell Police Union is the exclusive representative of the above-described unit of employees of the City of Lowell for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment." Date Issued May 23, 2007.

### **Section 3: Definitions**

- A. Employee. Except as herein otherwise defined, wherever the term "employee" is used within this Agreement, it shall mean permanent male or female employee within the bargaining unit as hereinbefore described. Provisional and Probationary employees, as that term is defined by Civil Service, are excluded from the term "employee" hereunder.
- B. Superior Officers. Wherever the term "Superior Officers" is used in this Agreement, it shall mean a member of the permanent police force of the City of Lowell of the rank of Sergeant, or higher.
- C. Superintendent of Police. Wherever the terms "Superintendent of Police" or "Superintendent" are used in this Agreement, they shall mean the Head of the Police Department of the City of Lowell, or such person duly acting in his place.
- D. Patrolman-Police Officer. The terms "Patrolman" and "Police Officer" shall mean to include any employee as defined in Section A. above.

## **ARTICLE II** **UNION SECURITY**

### **Section 1: Authorization**

During the life of this Agreement, and in accordance with the terms of the Form of Authorization for Payroll Deduction of Union Due or Agency Service Fee hereinafter set forth, the Employer agrees to deduct Union Membership Dues or Agency Service Fee hereinafter set forth, the Employer agrees to deduct Union Membership Dues or agency Fee, levied by the Union, from the pay of each Employee who executes, or has executed, such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

Such remittance shall be made bi-weekly, providing that the Treasurer of the Union posts bond, as per General Laws, with the Commissioner of Taxation. This refers entirely to employees who have given authority to said Treasurer to make such deductions. These payroll deductions are under the authority granted by Massachusetts General Laws, Chapter 180, Sections 17A and 17G, as amended.

### **Section 2: Agency Service Fee as Condition of Employment**

In accordance with Massachusetts General Laws, Chapter 150E, Section 12, as amended, it is agreed by the Employer and the Union that all employees within the bargaining unit are required as a condition of employment, to pay an Agency Service Fee to the Union. Said Agency

Service Fee, proportionately commensurate with the costs of collective bargaining and contract administration is equal to 90% of the amount of Union Membership Dues. Employees within the bargaining unit shall not be required to pay both Union Membership Dues and Agency Service Fee. Payment of the Agency Service Fee shall commence on or after the thirtieth day following commencement of employment or the date of execution of this Agreement, whichever is later. Payroll deduction of the Agency Service Fee shall be made in accordance with the vote of a majority of employees within the bargaining unit present and voting at a meeting held after notice, as provided in Chapter 150E, Section 12.

**Section 3: Form of Authorization for Payroll Deduction of Union Dues or Agency Service Fee**

Form included on next page

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**BY:**

**LAST NAME**

**FIRST NAME**

**MIDDLE NAME**

**TO :**

**EMPLOYER**

**DEPARTMENT**

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_, the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of Lowell Police Union and represents payment of my (Union Dues or Agency Fee).

(Strike out whichever is not applicable)

These deductions may be terminated by me by giving you a sixty (60) day written notice, in advance, or upon my termination of employment.

**EMPLOYEE'S SIGNATURE**

\_\_\_\_\_

**EMPLOYEE'S ADDRESS**

\_\_\_\_\_

#### Section 4

The weekly dues shall be \$20.00 as per the Union by laws, Article 4, Section 2.

#### Section 5: Increase in the Legal Defense Fund

The legal defense fund shall be set at \$250.00. It shall be pro-rated and paid in six (6) month intervals at \$125.00 per member, payable to the Union.

### ARTICLE III SENIORITY

#### Section 1

In regard to promotion, transfer, increase or decrease in the working force, and matters covered by Civil Service Law or Regulation, seniority of the Employee shall be determined by the provisions of General Laws, Chapter 31, Section 33 as amended.

#### Section 2

So far as not in conflict with General Laws, Chapter 31, seniority for other purposes with the Lowell Police Department shall commence from the date of appointment as a regular, full-time member of the Lowell Police Department, determined by the examination grades achieved by officers entering the same day.

#### Section 3

Seniority shall not be broken by vacation time, sick time, injury leave, temporary lay-off, or leave of absence, as defined in this Agreement.

#### Section 4

Seniority shall be broken by resignation and termination for just cause.

#### Section 5

In the event of a reduction of force, lay-off, or abolition of position, lay-off shall be in inverse order of hiring and recall by seniority within classification.

#### Section 6

When a permanent opening occurs within any shift, days or nights, the senior police officer within the rank who requests the same shall be assigned to said shift. If a shift vacancy occurs, as set out above, in this Article III (Seniority) it will be posted for a period of ten (10) days in a conspicuous place five (5) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position on said shift. Assignments to particular

position or shift shall be made by the Superintendent. Said notice is to be read at roll call on all shifts for five (5) days.

Officers of the Lowell Police Department who are members of the bargaining unit shall have the opportunity to bid for permanent positions which shall be assigned according to seniority on the Lowell Police Department.

Police Officers in the Bargaining Unit shall not be eligible to bid for permanent positions until the passage of eighteen (18) months from date of hire.

When a permanent opening occurs within any "specialty position", enumerated below, any regular member desiring, may apply, in writing, to the Superintendent for consideration of said position. The final decision, with respect to assignment of such position, shall, however, be that of the Superintendent after evaluation of the qualifications of all applicants for such position. Such opening shall be posted, as set forth in Section 6 above. A "specialty position" shall include assignment to the following bureaus:

- (1) Criminal Bureau;
- (2) Juvenile Bureau;
- (3) Vice Bureau;
- (4) Narcotics Bureau;
- (5) Arson Bureau; and
- (6) any new bureau; which shall, however, be negotiated with the Union with

respect to their impact.

A. Assignment Bidding

(1) Duration

Each Assignment bid shall be valid for a period of 24 months.

(2) Seniority

Seniority shall be determined consistent with the contract.

(3) Bid Procedures

The Department shall be divided into two numerically equal components. The first component shall be comprised of the most senior members of the Department. The second component shall follow the first in the Bid Procedure. Each component shall have 24 hours to complete their respective bidding procedure.

(4) Bid Administration

The bid procedure shall be conducted by the Administration of the Police Department. A Union representative shall be present to observe the bid procedure.

(5) Bid Exclusions, "Specialty Positions"

Assignments within the following Units/Bureaus are not subject to the bid procedure.

Assignments within these Units/Bureaus shall be made at the sole discretion of the Superintendent of Police.

It is agreed that in the event that a vacancy/opening occurs in a herein defined "Specialty Unit", said position shall be posted. The Superintendent shall give appropriate consideration to all officers who submit a written request for the respective assignment

(6) Specialty Positions

- |                             |                            |
|-----------------------------|----------------------------|
| 1. Professional Development | 5. Administrative Services |
| 2. Traffic Unit             | 6. Support Services        |
| 3. Community Response Unit  | 7. Special Services        |
| 4. Investigative Services   |                            |

Section 7

The position of School Resource Officer is a biddable position

Section 8

The number of specialty position assignments that are not covered by the seniority bidding procedure shall be frozen at 60. All other positions shall be available for seniority bidding.

Section 9

The Union will remove the matter of School Resource Officers from pending arbitration.

Section 10: Seniority Bidding Procedure

Seniority Bidding Procedure shall be conducted on an annual basis. The Bid Process shall be conducted and completed no later than the third week of December with implementation to take effect on the second Sunday in January, if feasible.

Section 11

In the event of same date appointments with tied scores, seniority shall be determined by a one-time lottery. Names to be pulled and recorded in such order for purposes of departmental seniority.

Section 12: Temporary Assignment to a Different Shift

The following rules govern involuntary, temporary assignment of a non-specialist police officer to a non-specialist duties on a different shift.

A. No police officer shall be involuntarily assigned to a different shift for more than sixty (60) working days, nor more than once in a calendar year.

B. Absent exigent circumstances, a police officer will be given five (5) days notice of such assignment.

C. The Superintendent will designate for involuntary, temporary assignment, the most junior patrolman outside of the shift to which the assignment is being made, and will give his name to the shift commanders along with a brief description of the duties of the patrolman's

assignment (which could be the duties of a fixed assignment or the duties of unassigned personnel). The shift commanders not on the shift to which the assignment is being made shall publicize the existence of the temporary assignment at roll call. The names of any volunteers will be forwarded to the Superintendent who shall assign the volunteer most senior in the rank in lieu of the originally designated patrolman. When five (5) days' notice has been given, the opportunity to volunteer will be closed at the end of duty next following the tour of duty on which the shift commanders make the announcement. When less than five (5) days' notice has been given, the opportunity to volunteer shall be closed at the end of the tour of duty on which the shift commanders make the announcement.

D. Nothing herein shall prevent the Superintendent and any individual police officer from agreeing, with the assent of the Union, to a voluntary, temporary assignment to a different shift.

E. A police officer's right to return at the conclusion of his temporary assignment to another shift, to his regular duty assignment or unassigned status, as the case may be, on the shift from which he was temporarily assigned, shall not be adversely affected in any way by his temporary assignment or by any police officer who temporarily filled in for him during such temporary assignment.

### Section 13

A Third Officer shall be assigned to each two-man cruiser as a regular duty assignment.

## ARTICLE IV EXCHANGE OF TIME

### Section 1

Each employee in the bargaining unit will be allowed to exchange time, or so called "swap" with pay, for a day in which he is able to secure another Employee to work in his place from any shift. Said swap to be for an unusual occurrence or for some purpose not in the normal course of events. This leave will be granted, provided:

- A. Such "swaps" or exchanges are made only after prior approval of the Detail Officer, which shall not be unreasonably withheld.
- B. Such substitution occurs with fourteen (14) days and does not impose an additional cost on the City with regard to payment of salaries and wages in the form of overtime or otherwise; and
- C. The officer-in-charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.



## Section 2

An officer may work any scheduled day off, for another day off, within a week of the day requested, for special occasion with the final approval of the Superintendent or his designee.

## ARTICLE V PAID DETAILS

### Section 1

Paid details refers to private duty extra paid details, where the services of a police officer are requested, required by law, or considered necessary by the Superintendent of Police.

### Section 2

The base hourly rate for all private paid details shall be \$45.00 per hour, and \$50.00 per hour for any venue where there has been a City of Lowell license issued for alcohol beverages.

(A) Utility companies and contractors requiring the service of a police officer or officers on a Saturday or Sunday and Holidays shall pay the highest hourly rate as defined in Section 2 of this Article.

1. For Business only:

An Officer who works a paid detail on Sundays, Thanksgiving, Christmas and New Year's Day shall be paid 2.0 times the paid detail rate for the first eight (8) hours and shall be paid 2.25 times the paid detail rate for all hours worked in excess of eight (8) hours. The Officer shall be guaranteed a four (4) hour paid minimum.

Utility companies and contractors for whom a police officer works a paid detail on Saturdays and holidays other than Thanksgiving, Christmas and New Year's Day, between the hours of 5:00 pm and 7:00 am shall be paid 1.50 times the detail rate and which rate shall be at the highest rate for any hour worked during the paid detail. The officer shall be guaranteed a four (4) hour paid minimum for any paid detail worked.

2. Any officer assigned to private paid detail involving hazardous waste sites, per EPA standards, shall be compensated at time and one-half (1.5) the paid detail rate. This section shall not apply to City overtime at such hazardous waste sites.

(B) Police officers working a detail that is caused by a labor strike shall be compensated at the highest rate of pay as defined in Section 2A.

1. A minimum of two police officers will be assigned to any dispute when, in the judgment of the Superintendent or the commanding officer, the dispute is likely to be confrontational.

2. A police officer working a "confrontational" detail as described in the preceding paragraph, as, for example, a strike situation or mass picketing shall be compensated at the highest rate of pay as defined in Section 2 of this Article (2.25). The provisions of this paragraph and the preceding paragraph shall not apply to details connected with labor disputes

between the City of Lowell and its employees or between the City of Lowell School Committee and its employees.

(C) The City shall implement a \$100,000 revolving fund for paid details. Subsequent to the CITY'S initial implementation and funding of the \$100,000.00 revolving fund, the CITY shall have no further obligation to pay any additional CITY funds into the revolving fund. Funds which the City receives as payment from outside private contractors, businesses, activities, organizations, and or persons for the use of police officers as private paid details shall, however, be paid into the revolving fund. Administrative fees, pursuant to M.G.L c.44, section 53C, which the CITY receives for the collection of the paid detail monies shall be paid into the CITY'S general treasury and not into the revolving fund.

(Note: strike details will not be paid out of the \$100,000 fund, but rather from direct billing of company involved). It is agreed upon by the City of Lowell and the Union that there will be review of the amount funded on July 1, 2002, if the amount of \$100,000 is determined to be insufficient to allow for the smooth functioning of the account. Effective July 1, 2001, all officers will be paid no later than 30 days after working a private paid detail.

(D) Full time permanent Lowell police officers shall be assigned to any activity including but not limited to construction, utility work or road openings that may impede traffic or pedestrians or in the view of the Superintendent is a danger to public safety.

### Section 3

All police officers shall be eligible to work on paid details on their off-duty time, or on any time not specifically scheduled to duty for the Lowell Police Department. A record of refusals to work shall be recorded and maintained by the Detail Officer.

### Section 4

All police officers will signify, in writing, their desire to accept paid details. Officers will be allowed to sign off paid details if they also signify the same, in writing. A current file on those person who have indicated their willingness to work details or not to work details, will be maintained at Police Headquarters and available upon request to the Union.

### Section 5

All assignments to police paid details shall be under the direction and control of a Superior Officer, selected by the Superintendent, who will be known as the Detail Officer.

### Section 6

The Detail Officer will distribute all details fairly and equally as to number of details, and rotations thereof, under the following guidelines:

- (A) Permanent police officers of all ranks are entitled to work paid details;
- (B) The Superintendent of Police, or his designee, reserves the right to make specific assignments to specific details of police officers of all ranks for just cause;
- (C) Reserve officers shall not be assigned to work private paid details unless no regular

officer is readily available for such assignments. In making this determination, Detail Officer shall consider the hours and nature of the assignment and the time available to fill the assignment;

- (D) There should be one (1) Detail Officer, who shall be a Superior Officer designated by the Superintendent;
- (E) Records shall be kept and posted monthly of numbers of details worked.
- (F) Any officer calling in sick or injured shall upon his return to duty be required to work one (1) regular eight (8) hour shift before he is entitled to work paid details.

#### **Section 7**

The Employer shall oversee the actions of the Detail Officer to insure the equal distribution of all details and overtime as provided for in Article V, Section 6 and Article X, Section 2.

#### **Section 8**

Full time permanent Lowell police officers shall be assigned to any activity including but not limited to construction, utility work or road openings that may impede traffic or pedestrians or in the view of the Superintendent is a danger to public safety.

#### **Section 9**

Detail System will be based on a rotating schedule whereby assignments will be determined on a fair and equal basis.

#### **Section 10**

The City shall institute an aggressive collection system placing constraints and or penalties on delinquent parties, including assessing interest per City Code Chapter 28 §28-11.

#### **Section 11**

Officers shall submit work slips to the Detail Office no later than seven (7) days after completion of private paid detail.

#### **Section 12**

Any time an event is scheduled at a City owned or operated facility; police officers shall be assigned for paid details when so required in the opinion of the Superintendent.

#### **Section 13**

Any time worked beyond the four (4) hour minimum shall be paid in a four (4) hour increment if there was a change in detail through no fault of the officer. If officer has to leave a detail for any reason before the detail is actually completed, the officer will be paid only for those hours actually worked.

#### Section 14

Each regular member of the Department shall be required to have on file in the Department, at the expense of the Department, a photograph of himself or herself in uniform on an annual basis;

#### Section 15

Each member of the Department shall be required to furnish to the Department his own up-to-date address and telephone number, to be maintained by the Detail Officer and the Office of the Superintendent. Any changes that occur in member's address or telephone number must be reported to the Superintendent and the Detail Officer within one (1) week of the official change.

### ARTICLE VI UNIFORM ALLOWANCE AND EQUIPMENT

#### Section 1

Except as otherwise provided in this Article, the manner of payment of the uniform allowance shall be in accordance with M.G.L. Chapter 40, section 6B and also Chapter 20 Article VI, §20-28 of the Code of the City of Lowell.

#### Section 2

Upon initial employment, a police officer shall immediately be provided with handcuffs, badges (coat and hat), billy club, firearm, I.D. card, (1) long sleeve shirt (with patches), necktie, (1) pair of seven-pocket uniform pants, (1) jacket (with liner and patches), (1) hat, (1) belt (Sam Brown with holster), (1) dress jacket (with patches), (1) reversible raincoat with rain cap, (1) rain boots (knee high), (1) reflective vest and (1) reflective gloves, safety equipment. He shall not be eligible for the November annual clothing allowance until the November next following initial receipt of such uniform and protective allowance.

#### Section 3

The clothing allowance of Eight Hundred Dollars (\$800.00) is eliminated. However, said amount shall be rolled over and included into the employee's base salary.

Each employee shall be responsible for the cost of any repair or replacement of damaged apparel and equipment.

#### Section 4

An annual Name Tag Allowance shall be paid on July 1st of each year. Officers must wear department issued name tags as part of the regulation duty uniform. The Officer's name shall be on the tag and it shall be worn on the outermost layer of seasonable uniform clothing (i.e., winter coat, cruiser jacket during cold weather uniform season, and windbreaker or uniform shirt during the warm weather uniform season).

The above name tags shall be provided by the department and replacements shall be provided at no cost to the officer if the tag is lost or destroyed.

#### Section 5

A weekly uniform inspection, of uniform of the day, shall be conducted by the department. Upon order from the Superintendent for replacement of any uniform or part of a uniform, that does not meet departmental standards; the concerned police officer must purchase the required replacement within a reasonable period of time allotted to him by the Superintendent, and submit a receipt for the purchases incurred. This section shall be fairly and equitably administered.

#### Section 6

The parties agree that the new Body Armor police – General Order # \_\_\_\_ is to provide all members of the bargaining unit with guidelines for the proper use and care for the body armor. This policy is not intended to be disciplinary in nature, nor shall it be used in any way as a basis of discipline, rather, its sole purpose is to ensure maximum officer safety.

### ARTICLE VII SICK LEAVE

#### Section 1

Sick leave benefits shall be provided to the Employee and be administered in accordance with a municipal ordinance, now in effect in the City of Lowell, as amended (Article I, Section 56-6 of the Code of the City of Lowell, as amended).

#### Section 2

(A) Sick leave may be accumulated by employees hereunder to a maximum of three hundred five (305) days effective on employee's anniversary date.

(B) Upon death or retirement of an Employee, the Employer shall pay the Employee or his/her estate, forty (40%) percent of the unused, accumulated sick leave at the officer's rate of pay, not to exceed \$30,000.00 for each officer. Payments made hereunder concerning a deceased Employee shall be made in accordance with MGL c.41, §111L.

(C) Employees shall accrue sick, vacation and personal time on January 1<sup>st</sup> of each year.

#### Section 3

Sick leave may be given to employees of the department in hours.

#### Section 4

In order to ensure the physical fitness of an officer, due to illness or injury, requiring sick leave benefits and/or injured leave, there will be no private details assigned to such officer for a period of one regular eight hour shift after he returns to work.

#### Section 5

When a member has accumulated seventy-five (75) or more days of sick leave, he/she shall have the option to sell back five (5) sick days to the City at their current rate of pay, on an annual basis. The payment for such sick leave sell -back shall be made in the pay period immediately following the members anniversary date.

#### Section 6

New patrolmen of the Lowell Police Department (LPD) shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members to the LPD shall no longer be eligible for a yearly buy back of 5 sick days per year.

Current patrolmen agree that in order to utilize the "Early Buyback Sick Leave" Program, patrolmen must first freeze their sick leave dollar amounts as of January 1, of the year of their freeze. The decision of when to freeze shall remain discretionary with the employee. Pursuant to the freeze, members shall be eligible to buy back 10 days, in addition to the current 5 day buyback allowance. The 5 day buyback allowance will continue to be available and will not be charged against their freeze. To be eligible for either program, a member must have 75 sick days at the time of each buyback option.

The buyback of 10 additional days will be capped at \$30,000.00. Once the cap is reached, the member will no longer be entitled to the additional 10 day buy back, nor will the member be entitled to any further sick leave buyback upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.

### ARTICLE VIII FUNERAL LEAVE

#### Section 1

- (A) Funeral leave shall be governed by a municipal ordinance, now in effect in the City of Lowell, (Section 22-16 of the Code of the City of Lowell). "Mother-in-Law" and "Father-in-Law" are now included within "immediate family" under Ordinance. Additionally, Grandparents and grandchildren shall be considered "immediate family".
- (B) Relatives and significant others residing in the employee's household shall be included in the maximum bereavement benefit,
- (C) Employees shall be allowed one day off with pay for the passing of an aunt or uncle.
- (D) Total number of bereavement days shall be the same as the agreement between the City of Lowell and IBPO Local #600, the Lowell Superior Officers Union.



### Section 2

Two (2) Patrolmen, to be selected by the Union, shall be paid four (4) hours pay to attend as representative of the City of Lowell and Lowell Police Association, Inc., the funeral of any New England Law Enforcement Officer killed in the line of duty.

## ARTICLE IX INJURED LEAVE

### Section 1

An employee incapacitated from regular duty because of injury sustained in the performance of his/her duty, through no fault of his/her own, shall be granted leave without loss of pay, including base compensation and all direct and indirect economic fringe benefits, for the period of such incapacity pursuant to the practice of the City of Lowell for public safety employees, as interpreted and applied in the past by the Employer regarding members of the bargaining unit in this agreement and in accordance with the provisions of Mass. General Laws, Chapter 41, Section 111F.

### Section 2

An employee sustaining injury in the performance of his duty, without fault of his own, shall immediately inform his Commanding Officer-in-Charge, who shall assign a Superior Officer under his command to investigate the nature and causes of such injury.

### Section 3

(A) Injured on duty claims shall be investigated and processed within two weeks of claim. Should there be a delay in a finding beyond two weeks, 111F benefits shall commence from the date of injury, if applicable. This provision assumes that all required forms and medical information has been submitted.

(B) Medical Release Form shall be completed by officer making injured on duty claim and shall be submitted with supporting documentation for said injury claim.

### Section 4

Any member of the bargaining unit who in the performance of their duty as a police officer comes in contact with a person who is known to have or later established to have had a contagious disease and that member contracts the same disease shall be presumed for the purposes of injury on duty leave entitlement to have contracted the disease while in the performance of his/her duty. Such presumption can be rebutted and shall be applied on a case by case basis. The term contagious disease shall only refer to the HIV virus, Tuberculosis, and Hepatitis.



### Section 5

In the event of a dispute between a member's physician and the City's physician, as to a member's fitness to resume duty from an on duty injury, there shall be a tiebreaker system in place. The City and the Union agree to establish an independent panel of physicians for the purpose of determining the member's fitness for duty and continuation/discontinuation of 111F benefits. The cost of this independent panel shall be borne equally by the city and the Union relating to any such disputes. The panel shall be made up of physicians in various specialties, but only one selected physician shall make the independent determination which shall be final and binding on the employee and the City.

This provision shall be on a one year trial basis, effective date to be determined upon establishment of said independent panel. The continuation of this panel beyond one year shall be only upon mutual agreement of the City and the Union.

### Section 6

While an officer is receiving § 111 F benefits, accrual of all sick and vacation leave benefits shall be suspended.

### Section 7: Light Duty

An officer who is incapacitated from regular duty because of injuries, illness or disability (sustained on or off-duty) may, in the discretion of the Supt. Of Police, notwithstanding any provision of the law to the contrary, be required to perform light duties on either a full-time or part-time basis, provided that the Chiefs decision to require light duty is supported by a recommendation from a physician specializing in the officer's type of injury/illness; and (2) there are light duty tasks available that the officer is capable of performing.

Light Duty shall mean duties currently performed by other patrolmen, which duties are consistent with the officer's limitations due to the subject injury or illness. No employee shall be required to perform light duty if there is no legitimate light duty work available.

It is understood and agreed that assignment to light Duty tasks pursuant to this agreement is temporary in nature and shall not exceed the period of incapacity for full duty.

Any employee otherwise entitled to injured-on-duty benefits (G.L. c. 41, §§100-111F) assigned to Light Duty under the provisions of this agreement shall continue to be indemnified for all medical bills, etc. as provided by law. In the event that the employee only works partial weeks under this provision, the remainder of his/her weekly wages shall be paid in accordance with G.L. c.41, § 111 F. The provisions of this article shall not constitute a waiver of said rights.

Light duty assignments shall not interfere with an employee's ability to attend routine medical appointments, including therapy, related to the injury/illness resulting in the light duty assignments. Employees shall not be required to use their own leave time to attend such medical appointments where the injury/illness was otherwise covered under G.L. c.41, §111F.

Light Duty assignments shall not include prisoner processing. No disciplinary action shall be taken against an employee assigned to Light Duty who fails to respond to an incident that he/she reasonably believed would result in aggravation or exacerbation of the injury or illness.

Light Duty assignment shall not affect the shift assignments of other employees, or the previous shift assignment of the injured employee, without the consent of the Bargaining Unit.

Any employee assigned to Light Duties may work private paid police details and be eligible for Department Overtime assignments, so long as approved by either City Physician or Primary Care doctor.

An employee working Light Duty may not be required to wear a police uniform, but should be dressed professionally for the assignment he/she is performing.

#### Conflicting Medical Opinions:

The Superintendent may assign an officer to light duty under this provision upon request of the officer, if said request is supported by an adequate recommendation of the officer's physician.

Where an officer does not make the request, the Superintendent may make such assignment on his own if such assignment is supported by an adequate recommendation of the City's physician. In such case, the medical report of the City's physician, together with the specific light duty tasks to be performed, shall be provided to the officer no less than ten (10) days prior to the date on which light duty shall commence. The officer shall then have the opportunity to present the City's medical report to his/her own physician to address any concerns with the proposed light duty tasks and/or medical report.

If after the examination by the employee's physician there remains a dispute as to the officer's ability to perform light duty (i.e. the proposed tasks or any tasks) then the following procedure shall be utilized to resolve the dispute(s):

City and the Officer shall agree to designate a third neutral physician to render a binding opinion as set forth below. In the event that the parties cannot agree on a third physician, the two physicians shall designate the third neutral physician (with expertise in the medical area of the employee's injury). The neutral physician shall be supplied with (1) all relevant medical records; (2) the report of the City physician; and (3) the proposed light duty task list. A local area specialist shall be selected if possible.

As soon as the physician's schedule permits, the officer shall be examined by the neutral physician for the sole purpose of determining whether the officer is capable of performing the specific light duty tasks. The City will be responsible for such costs.

The neutral doctor's opinion shall be final and binding on both parties and shall not be subject to the grievance procedure in the CBA.

Both the City and the Employee shall receive all copies of report of the neutral physician.

During this process, the officer shall not be assigned to light duty absent his/her consent.

#### Disability Retirement:

This policy does not limit the rights of employees covered by the Americans With

Disabilities Act (ADA) to seek reasonable accommodations as provided under that law.

## **ARTICLE X**

### **OVERTIME**

#### **Section 1**

Except during the fifth and sixth weeks of the six-week work cycle, time worked in excess of forty (40) hours in any one (1) week or 8 hours in any day shall be considered overtime and shall be paid at an hourly rate equal to one and one-half (1 ½) times the hourly rate of his base rate of pay for his average weekly hours of duty which is established at 37.3 hours. During the fifth and sixth week of the six-week work cycle, time worked in excess of thirty-two (32) hours of 8 hours in any day shall be considered overtime and shall be compensated at said overtime rate.

#### **Section 2**

All overtime will be distributed fairly and equally and there will be a record kept similar to record described in Article V, Paid Details.

#### **Section 3**

In making overtime assignments, the Superintendent shall make overtime assignments only to permanent full-time police officers. If, for management purposes, it is necessary to hire reserve, permanent, intermittent or provisional officers on a full-time basis, such shall not be considered overtime.

#### **Section 4**

Officers shall be guaranteed a four (4) hour minimum for being called back after the end of a shift or on days off.

#### **Section 5**

Notwithstanding the language of this Section 1, of this Article X (Overtime), if an officer is on approved leave, excepting vacation time, injured in the line of duty leave (C41, §1111 benefits), or sick leave in excess of two (2) days during a scheduled work week, it shall be considered as time worked.

## **ARTICLE XI**

### **UNION BUSINESS LEAVE**

#### **Section 1: Negotiating Committee**

Employees who are members of the Union Negotiating Committee, but not more than seven (7) in number, shall be granted leave from duty, with no loss of pay or benefits, in order to attend all scheduled meetings with representatives of the Employer, and for thirty (30)

minutes prior to said meetings, for the purpose of negotiating the terms of a contract, provided such meetings take place at a time during which such members are scheduled to be on duty.

#### **Section 2: Lowell Police Union Meeting**

Two members of the board of directors of Lowell Police Union, with permission of the Superintendent, shall be allowed to attend the regional meetings of the Lowell Police Union (not more than 6 days per year) without loss of pay or benefits if said meeting occurs during his regular tour of duty. The permission of the Superintendent shall not be unreasonably withheld.

#### **Section 3: Union Stewards**

The employees shall select three (3) Union Stewards, whose names shall be furnished to the Employer and the Superintendent. Stewards and/or Local Union Officers, but not more than two (2) in number, shall be granted reasonable time off, if necessary, during working hours, to investigate and resolve grievances, without loss of pay or other benefits.

The above Stewards and/or Local Union Officers shall, however, obtain permission from the Superintendent or, in his absence, the Commanding Officer of the Shift, for the time off referred to in the previous sentence. Such permission shall not be unreasonably withheld.

#### **Section 4: Union Conventions**

Eligible union members shall be allowed to attend conventions of the Massachusetts Police Association, according to the provisions of Massachusetts General Laws, Chapter 147, Section 17D. Two members of the board of directors of Lowell Police Union shall be allowed a maximum of four days once every three years in order to attend the National Convention of IBPO, expenses to be covered by Lowell Police Union.

#### **Section 5: Board Meetings**

Members of the Union Board of Directors, not to exceed four (4) in numbers from a shift, shall be allowed leave of absence, without loss of compensation, if normally scheduled to work, for the purpose of attending such board meetings. For the purpose of this section, leave of absence shall not be granted hereunder for a period of more than two (2) hours per meeting, nor more frequently than one (1) day per month.

#### **Section 6: New Business**

Two (2) members of the Board of Directors of Lowell Police Union with permission of the Superintendent shall be granted reasonable time off, without loss of pay or benefits, to perform union related business. The permission of the Superintendent shall not be unreasonably withheld.

### Section 7: Union President

The Union president shall be granted one (1) day off per shift week, as needed, without loss of pay or benefits, to perform union related duties. The union president shall if he so elects, be assigned to the day shift, during said day he performs union business.

### Section 8: Union Office

The City shall provide the union with an office, at no cost to the union, in order to conduct union related business, if such space is available.

## ARTICLE XII HOURS OF DUTY AND WORK SCHEDULE

### Section 1

The hours of duty of the Lowell Police Department shall consist of three shifts: days, early nights, and late nights. These shifts shall be arranged, assigned and administered by and under the direction and sole control of the Superintendent of Police.

### Section 2

the regular hours of duty for permanent police officers of the City of Lowell, shall be so established that the average weekly hours of duty in any year shall not exceed thirty-seven and one-third ( $37 \frac{1}{3}$ ) in number. This shall be accomplished as follows:

All said permanent police officers shall work for four (4) consecutive days on and shall have two (2) consecutive days off. Thereafter, such four days on and two days off shall drop back one day every week. The working cycle for the four and two work week shall be completed in six (6) calendar weeks. In each six (6) week period, a permanent police officer, who shall actually work the six-week cycle, shall receive fourteen (14) regular days off. The Superintendent of Police may change this day off schedule for those permanent police officers, whose assignments are such that it would not be feasible to have them on a rotation schedule, as described above; however, such members must also be granted fourteen (14) regular days off within every six (6) week work period.

### Section 3

Except during the fifth and sixth weeks of the six-week work cycle, time worked in excess of forty (40) hours in any one week, shall be considered overtime and shall be paid at an hourly rate equal to one and one-half ( $1 \frac{1}{2}$ ) times the hourly rate of his base rate of pay for his average weekly hours of duty which, by Section 2 of this Article, is established at  $37 \frac{1}{3}$  hours. During the fifth and sixth week of the six-week work cycle, time worked in excess of thirty-two (32) hours, shall be considered overtime and shall be compensated at said overtime rate.



#### **Section 4**

The Superintendent of Police may, in case of any public emergency, or any unusual demand for the services of police officers in this City, prevent any such member (permanent police officer) of the Police Department from taking days off when he is entitled thereto, or at any time assigned therefore, provided that such officer shall receive over-time pay at the time and one-half rate for each hour, or fraction thereof, of duty performed on days off or during vacation.

### **ARTICLE XIII** **WAGES**

#### **Section 1: Wages**

All base salaries and percentage increases to members' base salaries shall be reflected in the City's salary grid.

All members shall receive their paychecks by direct deposit.

The foregoing weekly wage rates do not include the base pay amounts attributable to weekend and shift differential under Section 3 of this Article, which amounts are added to the foregoing weekly rates and are considered part of base pay for all fringe computation, pension and earnings purposes.

Any new hire who has completed a police training academy approved by the Massachusetts Criminal Justice Training Council shall be placed at the second step of the wage scale for a police officer.

The Union agrees to receive their payroll checks every two weeks, conditioned on all other Unions agreeing to bi-weekly payroll or a similar provision.

#### **Section 2: Specialist Pay**

Employees assigned to arson squad, mechanic (days) and Chief's aide functions shall receive an annual increment of Two Thousand Five Hundred (\$2,500.00) Dollars to be considered as part of the base pay for all fringe computations and earning purposes. However grandfather incumbents at (\$4,000.00) Four Thousand Dollars.

#### **Section 3: Weekend and Shift Differential**

For all night tour of duty, including weekends on which each unit member's group is scheduled to work, each unit member shall receive one and five tenths percent (1.5%) Patrolman's maximum weekly wage, and the preceding shall be paid weekly and shall be considered part of the base for all fringe computations and earning purposes.

#### **Section 4**

Field Training Officers shall receive a stipend of \$20.00 per week for each week that said officer serves as a Field Training Officer. This amount shall not be included in the officer's base

salary, and shall not be considered in determining an officer's overtime pay rate, paid detail rate, sick leave buy back rate, or in calculating an officer's Quinn bill educational incentive.

#### **Section 5: Military Pay**

The City shall make up the difference in salary for any Officer in the Military Reserves who has returned to active duty. Said payment shall remain in force during tour of active duty.

#### **Section 6: Stipends**

Stipends (Cleaning Allowance, Name Tag Allowance, and Firearms Qualifications) shall be treated as base pay for all purposes retroactive to the beginning of the contract period. The contract shall also continue to reflect compensation for all three stipends regardless if such stipends are either treated as base pay or are rolled into base pay.

Annual Cleaning Allowance – Four Hundred Fifty Dollars (\$450.00) which shall be paid on July 1 of each year.

Annual Name-Tag Allowance – Four Hundred Fifty Dollars (\$450.00) which shall be paid on July 1 of each year.

Firearms Qualifications Allowance (Four Hundred Fifty Dollars (\$450.00) which shall be paid on July 1 of each year.

City will reimburse for purchase of replacement gear for underwater recovery team.

#### **Section 7: K-9 Officer**

In addition to his regular basic salary the K-9 officer shall receive straight time pay for seven (7) hours of work in each week, for taking care of the dog. To the extent permitted by law, this provision settles any issue of past liability under FLSA.

#### **Section 8: Lateral Transfers**

(A) All patrolmen who transferred as patrolmen from another community shall receive a rate of pay based on their total years of service as patrolmen, as if all years of service had been performed in the City of Lowell. Any current members hired as of July 1, 2010 affected by this provision shall have their salary adjusted as of the date of execution of this agreement. This provision shall not entitle any member to retroactive pay.

#### **Section 9: Base Wage Adjustments due to Elimination of Master Medical:**

On July 1, 2011, the base wage of each health benefit-eligible employee was increased by \$500.00, and additionally by \$500.00 on June 30, 2012, to compensate for the elimination of Master Medical.



**ARTICLE XIV**  
**LONGEVITY**

**Section 1:**

Annual incentive pay shall be paid to each employee for service as a sworn police officer, computed on the basis of increments of three/tenths of one percent (.3%) of the Patrolman's rank maximum base pay for each year of service.

1 year of service	.3%
2 years of service	.6%
3 years of service	.9%
4 years of service	1.2%
5 years of service	1.5%
6 years of service	1.8%
7 years of service	2.1%
8 years of service	2.4%
9 years of service	2.7%
10 years of service	3.0%

(The incremental benefit based on the .3% for each year of service shall continue for all years of service).

For those employees whose eligibility anniversary dates fall between July 2nd and January 1st, payment of the per annum amount shall be made on January 1st following, and for those employees whose eligibility anniversary dates fall between January 2nd and July 1st, payment of the per annum amount shall be made on July 1st following. If an employee retires between payment dates, payment shall be made pro rata for any unpaid longevity due from the last service anniversary date to the date of retirement.

**Section 2**

Longevity pay shall not be considered part of the base salary for purposes of computing educational incentive pay, vacation pay, sick leave, overtime, etc. However, such shall be considered for purposes of computation of retirement benefits and deductions thereof.

**Section 3**

However, Police Officers shall, be eligible to count service with any other department of the City of Lowell as service as a Police Officer for the purpose of Longevity payments.

**ARTICLE XV**  
**COURT TIME**

**Section 1**

Any police officer who is required by the City to appear in court, at a motor vehicle hearing, before a grand jury proceedings, or otherwise on behalf of the City or the State in a civil or criminal matter which is job-related shall be paid for court time under this Article.

## Section 2

When a police officer appears as a witness, in accordance with Section 1 above, the accumulation of time shall be time and one-half (1 1/2) the officer's rate of pay with a minimum of four (4) hours. In cases of duty-related hearings, pre-trial conferences, or proceedings for criminal matters, conducted by District or Superior Courts, Regulatory Agencies or Commissions of the City of Lowell, Commonwealth of Massachusetts, or Federal Government, the same rate of pay shall apply. In all instances, court time shall be figured to the 1/2 hour. When an officer is required to appear in Superior Court, Cambridge or Boston, compensation will be at a time and one-half rate with a minimum of six (6) hours, and when appearing as a witness in criminal court in Superior Court in -Lowell, the officer shall receive a minimum of four (4) hours court time at time and one-half (1 1/2) rate.

## Section 3

The rate of pay for court time or compensatory time off allowable shall be at the officer's hourly time and one-half rate including educational incentive percentages.

## Section 4

Payments for court time shall be made on a monthly basis and paid in the weekly pay no later than the second pay period of the following month. Total court time payment for police officers of all ranks shall not exceed \$100,000.00 in any fiscal year. An officer must give at least four (4) working days notice to receive compensatory time off for any court time accumulated. A maximum of one week accumulated may, at the officer's request, be put into his sick leave account per fiscal year. Court time off requested by the officer shall not be refused unless three other officers from the same shift have previously requested the same time.

In the event the total court time money is exceeded, compensatory time off will be given subject to the provisions above.

## Section 5

The balance of court time may be used by the City for budget reduction purposes.

## Section 6

The Lowell Police Union, along with the City of Lowell agrees that officers will be able on a voluntary basis to accrue up to 80 hours of comp. time/court time before quarterly payments will be made.

## Section 7

When an officer is required to appear in a court that is equal to or greater than the distance from Lowell Superior Court to Cambridge Superior Court, then compensation will be at time and one half the officer's rate of pay with a six hour minimum guarantee.

# ARTICLE XVI

## VACATIONS

### Section 1

On January 1st in each year, every member of the regular or permanent police force, who has been such for at least six (6) months, shall become entitled to a vacation of not less than two (2) weeks during such year, without loss of pay; provided that a member has not been such for a period of at least six (6) months on said January 1st, shall be entitled to such a vacation upon the anniversary date of his appointment.

### Section 2

All other members of the regular or permanent police force shall be granted a vacation, without loss of pay, which shall be computed in accordance with Massachusetts General Laws, Chapter 41, Sections 111D, 111G, and 111G 1/2, except that such members who have at least fifteen (15) years of service shall be granted a vacation of five (5) weeks without loss of pay.

MGL c. 41, Section 111D Vacations for police and fireman – In any City or town which accepts this section, all members of its regular police or fire force may be granted a vacation without loss of pay. Such vacations shall be computed in the following manner:-

*For five years' service, but less than ten years' service a vacation of three weeks.*

*For ten years' service or more, a vacation of four weeks.*

*Section one hundred and eleven shall not apply to the members of the regular or permanent police or fire force in any such city or town.*

MGL c. 41, Section 111G Additional vacation for longevity – In any city or town in which the provisions of section one hundred and eleven apply and which accepts this section, in the manner hereinafter provided, any employee thereof who has worked continuously for five years but less than ten years shall be granted an annual vacation of three weeks without loss of pay and any employee thereof who has worked continuously for ten years or more shall be granted an annual vacation of four weeks without loss of pay. Except as otherwise provided in this section, the provisions of said section one hundred and eleven shall continue to apply in such city or town. This section shall become effective in a city having a Plan E charter by the affirmative vote of a majority of all the members of the City Council, and, in the case of other cities by vote of the City Council, subject to the provisions of the charter, and in a town by a majority vote at an annual town meeting.

MGL c. 41, Section 111G 1/2 Vacations; duration – In any city or town in which the provisions of section one hundred and eleven apply and which accepts this section, any employee thereof who has worked for five years but less than ten years, in the aggregate,

*shall be granted an annual vacation of three weeks without loss of pay, and any employee thereof who has worked for ten years, in the aggregate, or more shall be granted an annual vacation of four weeks without loss of pay.*

### Section 3

Vacation periods for which a member is eligible shall be granted as to time and manner according to the practice presently in effect within the department, as long as in the opinion of the Superintendent such practice presently in effect within the department, as long as in the opinion of the Superintendent such practice will cause the least interference with the performance of the regular police force.

### Section 4

Notwithstanding the provisions of Section 3 above or any order or directive regarding vacations the following shall govern vacations:

- (A) Vacation periods shall be selected by seniority within the various Platoons and Bureaus;
- (B) Traffic officers shall be included in Platoon #2 (days) complement for selection of vacation period;
- (C) Each eligible member may use up to two (2) consecutive weeks during summer vacation period from the third week in June to the end of the week in which labor day falls;
- (D) Eligible members may use up to four (4) consecutive weeks vacation during the period from January 1st to May 30th of each year and the first week after Labor Day.
- (E) Eligible members may use up to five (5) consecutive weeks vacation during the period from January 1st to May 30th of each year and the first week after Labor Day.
- (F) Depending on an individual's vacation entitlement, vacation periods may be split so that an employee may use one (1) or more weeks during the spring, summer, fall or winter vacation periods but not more than two (2) consecutive weeks in total summer vacation period.
- (G) On any split vacation, during period other than summer vacation period, seniority shall apply only to first choice.
- (H) There shall be no change in the Individual officer's selection of vacation period unless approved by the Superintendent of Police. Denial of a request for change of vacation period shall be subject to the grievance procedure
- (I) Other than during summer vacation period, members of the bargaining unit shall be allowed to "split vacation" of one or more days upon a formal request of a three (3) day notice to the Superintendent of Police and upon the approval by the Superintendent of such request. In the case of an "emergency" a "split vacation" of one (1) day may be approved by the Detail Officer, in the absence of the Superintendent, providing that such request is submitted no later than a two (2) hour notice to the Detail Officer. The needs of

the department shall be considered foremost in allowing such a "split vacation" request.

(J) Employees shall accrue sick, vacation and personal time on January 1<sup>st</sup> of each year.

#### Section 5

Employees with vacation entitlement of four (4) or five (5) weeks per year may carry over two (2) weeks' vacation into the next calendar year; employees with vacation entitlement of three (3) weeks may carry over one (1) week; but no employee shall be allowed more than five (5) weeks cumulative vacation carry over.

#### Section 6

An officer who gives up one or more full weeks of vacation leave during the summer prime time vacation period will be granted one bonus vacation day for each week.

#### Section 7

All vacation assignments shall be completed by the City on or before February 1<sup>st</sup>.

#### Section 8

Employees shall be entitled to five weeks' vacation at 15 years.

#### Section 9

The following vacation schedule shall be added;

- |    |                      |                                      |
|----|----------------------|--------------------------------------|
| A. | Sixteen (16) years   | Five (5) weeks, plus one (1) day.    |
| B. | Seventeen (17) years | Five (5) weeks, plus two (2) days.   |
| C. | Eighteen (18) years  | Five (5) weeks, plus three (3) days. |
| D. | Nineteen (19) years  | Five (5) weeks, plus four (4) days   |
| E. | Twenty (20) years    | Six (6) weeks.                       |

### ARTICLE XVII HEALTH AND SAFETY

#### Section 1

The Employer shall provide efficient and safe equipment and material to protect the health and safety of employees.

#### Section 2

A committee representing the Union of not more than three (3) members, shall meet with the Superintendent of Police at least quarterly to discuss and make recommendations for improvements to protect the health and safety of the employee.

### Section 3

The decision of the Superintendent as to what is efficient and safe equipment and material shall govern, giving due consideration to the recommendations of the committee referred to in this Article.

### Section 5

The employer, at its expense, shall require employees to submit to drug screening analysis to determine whether the employee is using a controlled substance, all in accordance with the General Order of the Superintendent of Police on this subject, said Order of even date with the date of November 19, 1985. See General Order Dated November 19, 1985.

## ARTICLE XVIII NONDISCRIMINATION

The Employer and the Union agree that neither the Employer nor the Union, nor any representatives thereof, will discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or for adherence to the provisions of this Agreement.

## ARTICLE XIX MANAGEMENT RIGHTS OF EMPLOYER

The Employer shall not be deemed to be limited in any way by this Agreement, in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the City Manager and/or the Department Head, to issue reasonable rules and regulations, orders and directives, governing the conduct of each department, provided that such rules and regulations, orders and directives are not inconsistent with and do not conflict with the provisions set forth in this Agreement.

The failure of the City or the Union to enforce any provision of this contract in the past shall not affect its right to enforce a contractual provision at any time in the future.

## ARTICLE XX GRIEVANCES AND ARBITRATION PROCEDURE

### Section 1: Matters Covered

Only matters involving the question of whether the Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance or arbitration.



Grievances involving disciplinary action and grievances on behalf of officers shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to suggest a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

Any matter which is subject to the jurisdiction of the Civil Service Commission, or any Retirement Board established by law, shall not be a subject of grievance or arbitration hereunder.

#### **Section 2: Written Submission of Grievance**

Written submissions of grievances by the preceding steps shall be in not less than triplicate, on forms, a sample of which is hereto annexed, marked "A", and shall be signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form, and shall be signed by the Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure, where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure, as provided herein.

#### **Section 3: Steps in Grievance Procedure**

Grievances shall be processed as follows:

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing, with the officer in charge of the shift of which employee is a member, within three (3) working days of the date of the grievance, or his knowledge of its occurrence. The officer in charge of the shift shall attempt to adjust the matter informally, and shall respond to the Steward within three (3) working days. The Employer has the option not to be bound by the decision of the officer in Step 1.

Step 2. If the grievance has not been settled, or the Employer elects not to be bound under Step 1, it shall be presented, in writing, to the Department Head (Superintendent) within three (3) working days after the response under Step 1 is due. The Department Head shall respond to the Steward, in writing, within three (3) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented to the City Manager, in writing, within five (5) working days after the response of the Department Head is due. The City Manager shall respond, in writing, within five (5) working days.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the City Manager is due, by written notice to the other, request arbitration.

#### **Section 4: Arbitration**

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall

have the right to ~~strike two~~ (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be arbitrator. If the parties shall fail to select the arbitrator, as herein provided, within five (5) calendar days of receipt of the list, the Board of Conciliation and Arbitration shall appoint the arbitrator.

The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit, in writing, his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable hereafter.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

## **ARTICLE XXI** **NO STRIKE CLAUSE**

### **Section 1**

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service to the City of Lowell.

### **Section 2**

The Union agrees that neither it, nor any of its officers or agents, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services to the City of Lowell.

### **Section 3**

Should any employee or group of employees covered by this Agreement, engage in any such strike, work stoppage, slowdown, or withholding of services to the City of Lowell, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of Lowell, and shall refuse to recognize any picket line established in connection therewith.

### **Section 4**

The Union shall, at the request of the Employer, take all reasonable means to induce such employee, or group of employees, to terminate the strike, work stoppage, slowdown, or withholding of services, and to return to work forthwith.



**ARTICLE XXII**  
**STABILITY OF AGREEMENT**

**Section 1**

No Agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained, shall bind the parties hereto, unless made and executed, in writing, by the parties hereto.

**Section 2**

This Agreement shall not be construed to deprive employees of any benefits of protection granted by the laws of the Commonwealth of Massachusetts, or ordinances of the City of Lowell.

**Section 3**

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of any such term or condition, and the obligations of the Employer and the Union to such future performance shall continue in full force and effect.

**ARTICLE XXIII**  
**ADHERENCE TO CIVIL SERVICE**

The Employer and the Union recognize and adhere to all State Labor Laws and to Civil Service Laws and Rules and Regulations.

**ARTICLE XXIV**  
**DISCIPLINARY ACTION**

No member of the Police Department shall be removed, dismissed, discharged, suspended, or charged in any manner, except for just cause, and at any hearings or interviews relating to any of the above in which the man's job is in jeopardy, he will have the right to have an attorney or representative present on his behalf.

**ARTICLE XXV**  
**LEAVE OF ABSENCE**

Each member of the Department will be allowed a leave of absence, without pay, up to three (3) months, in accordance with the provisions of Civil Service Laws.

**ARTICLE XXVI**  
**HEALTH AND INSURANCE SAFETY**

The Employer shall provide health and life insurance for employees and dependents, according to Massachusetts General Laws, Chapter 32B, as amended, to the extent that the applicable sections of said chapter have been duly accepted by the City of Lowell, as herein provided, and to the extent that each employee and his dependents are otherwise individually eligible therefore. It is agreed that the Employer shall pay 75% of the cost of the health and insurance plan, and the employee shall pay 25% of the cost thereof. The Employer shall pay 75% of the cost of the basic \$2,000.00 life insurance plan, and the employee shall pay 25% of the cost thereof.

All employees covered under the July 1, 1996-June 30, 2000 agreement (two contract periods) shall retain their current Blue Cross/Blue Shield indemnity plan or have the option of selecting an HMO provided by HMO Blue. An open enrollment period shall exist once a year. The difference in the cost between the two plans shall not be more than 15% for fiscal year 1998. The difference between the two plans shall not be more than 20% for fiscal year 1999. The difference in the cost between the two plans shall not be more than 22% for fiscal year 2000. Any future increase above 22% will be negotiated, in good faith, between the City of Lowell and the Lowell Police Union.

The City of Lowell and the Union agree to continue ongoing discussion regarding the availability of the HMO and or PPO, but not the Master Medical Plan for new hires. This may be agreed upon at a future date through negotiation and a side letter of agreement.

**Medical Benefits**

The Union agrees to offer its membership the option of "Blue Care Elect Preferred," more commonly known as a PPO.

**Master Medical, Blue Cross/Blue Shield.**

The Union agrees that members of the Union who join the Department after the execution of this Agreement, will not have the option of the so-called, Master Medical plan.

**Coalition Bargaining**

The Union agrees that it will participate in good faith negotiations regarding the City's proposed revision to the City's health benefit offerings.

The City of Lowell (the "City") and Lowell Police Association (the "Union") do hereby agree to the following terms concerning the City's plan to eliminate Master Medical as a health benefit offering effective July 1, 2011.

1. The Master Medical plan shall be eliminated and no longer offered to any of the Union's bargaining unit members effective July 1, 2011.

2. Any pre-established premium differential shall be eliminated effective July 1, 2011
3. Health benefit-eligible bargaining unit members shall have the option of enrolling in any other City-offered plan. Plan rates will be based on a variety of factors including, but not limited to, projected claims, administrative fees and reinsurance premiums.
4. The mitigation fund in the amount of Three Hundred Thousand (\$300,000.00) Dollars will be open to all benefit recipients who transfer from the Master Medical Plan to the PPO or the HMO on July 1, 2011. The Mitigation Fund will be administered by an independent third party utilizing standard industry criteria for similar funds.
5. The City agrees that in exchange for the Union agreeing to the elimination of Master Medical and the City eliminating Master Medical, the base wage of each health benefit-eligible employee shall be increased by \$500.00 on July 1, 2011 and by an additional \$500.00 on June 30, 2012 at 11:59 pm. These two base wage adjustments are being made and agreed to by the City directly and solely as a result of the Union and its members' agreement to eliminate Master Medical.
6. The balance of the savings generated from the elimination of Master Medical shall be used by the City at its discretion to retain employees and maintain services.
7. This Agreement may be reopened by either the City or the IC at any time during the term of this Agreement in order to further discuss health benefit-plan revisions mandated by any general or special law which is enacted after the date this Memorandum of Agreement is signed.
8. The Parties agree that this Agreement may be reopened by either party during the term of the Agreement if any City bargaining unit receives a base rate adjustment in exchange for the elimination of Master Medical which is greater than the increase included in this Agreement. The parties further agree that this reopener will not guarantee any outcome but rather will allow the parties to negotiate any issue included in this Agreement.
9. The parties agree that to the extent necessary the Collective Bargaining Agreement shall be amended to reflect the elimination of Master Medical, the two base wage adjustments, as well as the elimination of any pre-established premium differential.
10. This Agreement shall be effective on July 1, 2011 and shall expire on June 30, 2012. This Agreement may only be extended by a written agreement signed by the parties and appropriately ratified.

**ARTICLE XXVII**  
**PHYSICAL EXAMINATION**

**Section 1**

The Employer, at its expense, may require annually a physical examination by a physician to determine the physical capacity of an employee for duty as a police officer, the result of which shall be reported to the Superintendent of Police.

**Section 2: Drug Screening.**

The employer, at its expense, shall require employees to submit to drug screening analysis to determine whether the employee is using a controlled substance, all in accordance with the General Order of the Superintendent of Police on this subject, said order of even date with the date of execution of Agreement dated 19th day of November 1985.

**Section 3: Physical Fitness Incentives**

The City agrees to implement the following physical fitness incentives pursuant to the following grid. The Union agrees that new hires will not be eligible to participate in the incentive program until they have served on the police force for four (4) full years.

**MALE:                      AGE 40                      40 - 50                      50 and OLDER**

**STANDARD 1:**

sit & reach	16"	13.8"	12.8"
1 minute sit-ups	37	28	23
pushup (1 minute)*	26	18	13
1.5 mile run	13.46	15.25	16.21

**STANDARD 2:**

• sit & reach	20"	16"	14"
• 1 minute sit-ups	49	32	28
• pushup (1 minute)*	29	20	15
• 1.5 mile run	12	14	15

**FEMALE:                      AGE 40                      40 - 50                      50 and OLDER**

**STANDARD 1:**

sit & reach	18.8"	16.8"	16.3"
1 minute sit-ups	31	19	13
pushup (1 minute)*	13	9	12
modified (on knees)			
1.5 mile run	16.21	17.53	18.44

**STANDARD 2:**

sit & reach	22"	19"	18"
1 minute sit-ups	43	23	18



pushup (1 minute)*	16	11	9
1.5 mile run	14.30	15.30	16.00

\* *Bench press replaced with pushup per amended contract executed on May 2011.*

The physical exams will be administered in May of each year by a representative of the Lowell Police Department. Prior to participating in the physical exam, the employee shall obtain from his/her own treating physician, medical authorization releasing the employee to participate in the physical exam. Such medical release shall be based on the findings of a physical examination.

Upon successful completion of the physical exam, officers shall receive the following compensation:

**Level 1 Completion**

Under 40	–	\$	250.00
40 – 50	–	\$	500.00
50 and Older	–	\$	750.00

**Level 2 Completion\***

Under 40	–	\$	500.00
40 – 50	–	\$	750.00
50 and Older	–	\$	1,000.00

\*Note that Level 2 compensation is not available until year 2011.

**ARTICLE XXVIII**  
**MINIMUM MANNING LEVEL**

The minimum manning level for each shift of the Lowell Police Department shall be a management decision of the Employer, having in mind the consideration of protection of the health and safety of the general public, varying conditions affecting the crime rate, budgetary considerations and the number of personnel available for duty.

**ARTICLE XXIX**  
**INDEMNIFICATION**

**Section 1**

For incidents which occurred on or after August 16, 1977, Employees shall be indemnified for expenses or damages incurred while acting as a police officer under the provision of Chapter 512 of the Acts of 1978 (Massachusetts General Laws, Chapter 258, as amended).

## ARTICLE XXX HOLIDAYS

### Section 1

In addition to any other regular or premium compensation to which they are entitled in accordance with the provisions of this Agreement, all employees will receive compensation equaling twelve (12) hours pay computed on the basis of each employee's base pay upon the occurrence of each of the following holidays:

New Year's Day (January 1); Independence Day (July 4); Christmas Day (December 25); Washington's Birthday (third Monday in February); Patriot's Day (the third Monday in April); Memorial Day (the last Monday in May); Labor Day (the first Monday in September); Columbus Day (the second Monday in October); Veteran's Day (November 11); Thanksgiving Day; Police Officers Memorial Day (the Sunday closest to May 15th); and Martin Luther King, Jr. Birthday (January 15).

This Section will also apply to any additional legal holidays created by the General Court. Holiday pay for holidays through Thanksgiving in each year shall be paid in lump sum during the first week of December in each year.

### Section 2

In addition to any other regular or premium compensation to which they are entitled in accordance with the provisions of this Agreement, inclusive of Section 1 of this Article, all employees who work during a day tour or night tour of duty commencing on the Commonwealth of Massachusetts Celebration Day of the following holidays will receive time and one-half the applicable hourly rate for all hours of such work, provided that, for each such holiday, no employees will receive compensation pursuant to this Section greater than the equivalent of time and one-half a complete day tour or a complete night tour of duty: Independence Day (July 4); Veteran's Day (November 11); Memorial Day (last Monday in May); New Years Day (January 1); Labor Day (first Monday in September); Martin Luther King Day (January 15); Police Officer's Memorial Sunday (Shall be the Sunday closest to May 15th); Christmas Day (December 25); Washington's Birthday (third Monday in February); Patriot's Day (third Monday in April); Columbus Day (second Monday in October); and Thanksgiving Day.

### Section 3

Any member of the police department, who is assigned to group C, or any group, whose day-off schedule is every Monday, shall be given the opportunity of working the average amount of worked holidays.

#### Section 4

Members of the bargaining unit who work on any of the twelve (12) holidays listed in the collective bargaining agreement shall be paid his/her rate of pay, at time plus one-half.

#### Section 5

The current super holiday pay shall be suspended until such time as any member of the bargaining unit is discharged or laid off as a result of a lack of funding.

#### Section 6

Holiday pay shall be treated as base pay for all purposes effective July, 2013. The contract shall also continue to reflect compensation for holiday pay regardless if such pay is rolled into a patrolman's base pay. Holiday overtime pay shall not be affected by this provision.

The Holiday pay that a member would have been entitled to in December 2013 will be rolled into the member's base pay on July 1, 2013.

### ARTICLE XXXI EDUCATIONAL INCENTIVE

The City agrees by the terms of this Contract to implement the provisions of Chapter 835 of the Acts of 1970 (Chapter 41, Section 108L) the City Council having adopted same on December 28, 1971.

In the event that the provisions of M.G.L. c.41, section 108L, have been rescinded or for some reason no longer apply to the members of the bargaining unit, including but not limited to the Commonwealth's lack of funding or reimbursement, then bargaining unit members shall continue to receive from the City the same total educational incentive payments (percentages) to which they were entitled on the day just prior to the section 108L rescission or non-applicability. Any bargaining unit employee, who has not achieved or attained a level of educational incentive payment prior to the rescission of M.G.L. c.41, section 108L, or its non-applicability for any reason to members of the bargaining unit, shall be entitled to the educational incentive payments (percentages) from the City upon achieving or attaining the levels as stated in M.G.L. c.41, section 108L on the day just prior to its rescission or non-applicability for any reason.

In Service Training: The City recognizes the need for In-Service Training. The Union and City shall continue discussions relative to In-Service Training.

**ARTICLE XXXII**  
**BULLETIN BOARD**

The City hereby agrees that the Union may maintain a Bulletin Board within the guard room area of the Police Department. It is further agreed between the parties that the City has the right to revoke this privilege if, at any time, the Union allows any inflammatory or denunciatory material against the City, or its elected representatives, to appear thereon.

**ARTICLE XXXIII**  
**PERSONAL LEAVE**

**Section 1**

Each Employee of the bargaining unit shall be granted three (3) days of personal leave per year during anniversary year of service. Such days shall be charged against accumulated sick leave. For purpose of this Article, a personal day shall mean absence from one day's tour of duty. Except in case of emergency, each employee desiring personal leave shall request same from the Superintendent, in writing, at least one (1) calendar week prior to date of desired leave.

The approval of each personal day leave by the Superintendent shall not be unreasonably withheld. Personal leave shall count as time worked in computing any overtime pursuant to Article X, Section 1 of this Agreement.

Employees shall accrue sick, vacation and personal time on January 1<sup>st</sup> of each year.

**Section 2**

Employees can accumulate from year to year unused personal leave tours of duty and such accumulated tours can be taken in accordance with the deductions and notice provisions of this article: provided, however, that such accumulation cannot exceed a total of six (6) of such unused personal leave tours.

**Section 3**

An employee may elect to take one or two personal days during Fiscal Year 1992 (July 1, 1991, through June 30, 1992), not charged against sick leave. Each such day taken will reduce the entitlement under Section 6 of Article XIII, "Wages", by eight (8) hours.

**Section 4**

The first day of personal leave used in any fiscal year shall not be charged against sick leave two days of personal leave used in any fiscal year shall not be charged against sick leave.

**ARTICLE XXXIV**  
**COMPENSATORY TIME OFF**

**Section 1**

(A) The detail officer/commanding officer shall respond within two (2) working days, net including Saturdays or Sundays, to a request to use compensatory time off.

(B) On the last day of each quarter during the calendar year (March 31, June 30, September 30 and December 31) each and every police officer covered by the July 1, 1990-June 30, 1993 Seventh Amendment shall be entitled to payment at his/her current rate of pay for each hour of compensatory time accumulated during any particular quarter. In no event shall any police officer accumulate more than forty (40) hours of compensatory time.

(C) Upon written request by a police officer to do so, said officer shall be allowed to carry over forty (40) hours of compensatory time. However, in no event shall any such officer be allowed to accumulate more than forty (40) hours of compensatory time, inclusive of any carry over time.

(D) Payment for compensatory time shall be made to each officer by the second pay period after the end of the quarter.

(E) Memorandum of Agreement dated March 12, 1993 The Patrolmen's Union, International Brotherhood of Police Officers, Local 382, along with the City of Lowell agrees that officers will be able to on a voluntary basis to accrue up to 80 hours comp time/court time before quarterly payments will be made. It is understood that this agreement is without prejudice on either side. Requests will be made to the detail officer before the last day of the quarter.

**ARTICLE XXXV**  
**PERSONNEL FILES**

**Section 1**

The employer agrees to notify each employee whenever unfavorable information is placed in his/her personnel folder. All this information shall be signed and dated by the individual affected to signify it has been seen within ten (10) working days of the notification.

**Section 2**

The employee has the right to place a written rebuttal to any unfavorable item in his/her personnel folder and have it attached to the objected document, within said ten (10) working days.



**ARTICLE XXXVI**  
**OPERATIONAL/STAFFING POLICY**

**Section 1**

The Employer shall maintain at all times, a complement of at least one hundred and sixty-five (165) patrolmen.

**Section 2**

At all times thru June 30, 1995, the City of Lowell shall appoint one full-time permanent police officer over said one hundred and sixty-five (165) above, for each promotion that takes effect in the City of Lowell Police Department. If any promotion is made however, which increases the then existing number in the superior officers rank, the number of new police officers appointed shall be two (2).

**Section 3**

Any police officer vacancy occurring in the Lowell Police Department shall be filled within thirty (30) days of such vacancy.

**Section 4**

In any event, it is the intention of the Employer and the Union to renew the provisions of Section 1 and Section 4 of this Article as of commencement of fiscal year 1996, and each fiscal year thereafter, by execution of successor Agreements, Memorandums of Agreement or Memorandums of Understanding.

**ARTICLE XXXVII**  
**MISCELLANEOUS PROVISIONS**

**Section 1**

Should any provisions of this Agreement be found to be in violation of any Federal or State Law, Civil Service Rule or Charter, Ordinance or Code of the City of Lowell, by a court of competent jurisdiction, such particular provisions shall be null and void, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. No provisions of this Agreement, which requires any amendment to any Ordinance or Code of the City of Lowell, in order to comply herewith, shall be null and void, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

No provisions of this Agreement, which requires any amendment to any Ordinance or Code of the City of Lowell, in order to comply herewith, shall become effective until such Ordinance or Code has been so amended.



If there is a conflict between matters covered by this Agreement and any municipal personnel ordinance, rules or regulations or certain General Laws specified in Chapter 150E, Section 7, the terms of this Agreement shall prevail.

#### **Section 2: Non Discrimination**

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, and that such persons shall receive the full protection of this Agreement.

#### **Section 3**

The Union agrees to submit an affirmative action plan to the Employer to comply with the applicable law, regulation and Executive Order.

#### **Section 4**

The Union President, or his designee, shall be allowed time to secure a copy of the City Council Agenda each week.

#### **Section 5: Pre-Tax Plan**

The City will implement a pre-tax premium payment plan. "Practicality" includes resolving pending legal issues (including retirement calculations) and implementation issues (all City employees or only partial implementation) to the satisfaction of all parties.

### **ARTICLE XXXVIII** **FEDERAL FAMILY LEAVE**

Employees shall be granted time off in accordance with the Federal Maternity Leave Statute.

### **ARTICLE XXXIX** **CONCLUSION**

#### **Section 1**

This Agreement shall be effective according to its terms and all provisions of the Collective Bargaining Agreements remain in full force.

Section 2

Any modification of this Agreement during its term must be reduced to writing and executed by authorized representatives of both parties.

Section 3

Either party wishing to negotiate a successor agreement to this contract must give notice of such desire prior to \_\_\_\_\_. Upon receipts of such notice, the parties forthwith will commence negotiations.

Section 4

All terms and provisions of this Agreement will remain in full force and effect until a successor contract is agreed upon, executed, and implemented according to its terms.

Section 5

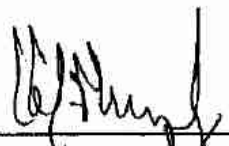
This contract faithfully represents the efforts of all previous collected bargaining agreements and any and all subsequently negotiated amendments and memorandums of agreements. As such, this contract will be the sole document referred to in future negotiations between the City and the collected bargaining unit.

No party waives his or her rights pursuant to agreements fully executed but erroneously omitted from this contract as a result of integration.

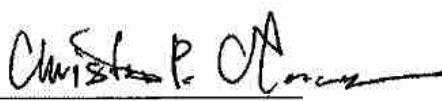
IN WITNESS WHEREOF, the Employer and the Union has caused these presents to be duly executed by their duly authorized representatives this 24 day of February 2015.



CITY OF LOWELL

LOWELL POLICE ASSOCIATION, INC.

  
\_\_\_\_\_  
Kevin J. Murphy

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Bargaining Committee

