

MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF LOWELL ("THE CITY")  
AND  
LOWELL POLICE SUPERIOR OFFICERS  
ASSOCIATION  
("THE UNION")

This Agreement entered into by the City of Lowell, a municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, hereinafter referred to as the "City" or the "Employer" and Lowell Police Superior Officers Association, hereinafter referred to as the "Union".

It is acknowledged by both the parties to this 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 more efficient and progressive public service may be rendered.

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**ARTICLE I**

**Bargaining Unit Definitions**

Section 1- Bargaining Unit:

Pursuant to the decision of the Massachusetts Labor Relations Case No. MCR-416 and MCR-416A, dated January 20, 1972, wherein separate bargaining units were established for the Superior Officers 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 employees of the City of Lowell Police Department in the positions of Sergeant, Lieutenant and Captain. Excluded from this unit are the Superintendent and Deputy superintendent, 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".

It is agreed that as of July 1, 1982, the Deputy Superintendent shall be a member of this bargaining unit for purposes of wages, hours and conditions of employment.

Section 2- Definition:

- A. **EMPLOYEE**. Except as herein otherwise defined, wherever the term "Employee" is used within this Agreement, it shall mean permanent male or female superior officer 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, Lieutenant and Captain.

- 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 of the Police Department of the City of Lowell holding the rank Patrolman or Patrolwoman.

## 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 deductions of Union 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 from 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 monthly; provided that the Treasurer of the Union posts bond, as per General Laws, on a form approved by the Commissioner of Corporations and 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 cost of collective bargaining and contract administration, is equal to the amount of union membership dues. Employees within the bargaining unit shall not be

required to pay both Union membership dues and the agency service fee. Payment of the agency service fee shall commence on or after the thirtieth day following commencement of employment of 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 majority of employees within the bargaining unit present and voting at the meeting held after notice as provided in Chapter 150E, Section 12.

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

AUTHORIZATION FOR PAYROLL  
DEDUCTION

BY=-----  
Last Name                      First Name                      Middle Name

TO:----- Employer      Department

Effective \_\_\_\_\_ I hereby request and authorize you  
deduct from my earnings each the amount of  
\$ \_\_\_\_\_ This amount shall be paid to the Treasurer of the

Local Union No. \_\_\_\_\_

and represents payment of my union dues.

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Address

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## 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 permanent civil service employees shall be determined by the provisions of Mass. General Laws, Chapter 31, section 15D, 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 permanent promotion to rank of Superior Officer. There shall be separate seniority for each rank, that is, Sergeant, Lieutenant and Captain.

Whenever two or more Superior Officers are promoted to the same rank from a promotional list and have scored a tie on said promotional list, seniority shall be determined by their Departmental seniority date. This provision shall take effect upon signing of MOU and shall not be retroactive.

#### Section 3 -

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

#### Section 4 -

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

#### Section 5 -

In the event of a reduction of force, layoff, or abolition of position, layoff 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 Superior Officer within the rank who requests the same, shall be assigned to said shift. If a shift vacancy occurs, as set out above, it will be posted in a conspicuous place for at least five (5) days prior to said shift vacancy being filled. There shall be a yearly shift seniority pick for Superior Officers, which will be conducted subsequent to the Patrol Officers Bid Procedure. 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.

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

- A. No superior 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 superior officer will be given five (5) days notice of such assignment.
- C. The Superintendent will designate for involuntary, temporary assignment, the most junior superior officer 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 superior officer'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 superior officer. When five (5) days' notice has been given, the opportunity to volunteer will be closed at the end of the tour of duty next following the tour of duty on which the shift commanders made 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 made the announcement.
- D. Nothing herein shall prevent the Superintendent and any individual superior officer from agreeing with the assent of the Union, to a voluntary, temporary assignment to a different shift.
- E. A superior 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 7 -

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 openings shall be posted as set forth in Section 6 above. A "Specialty Position" shall include

assignment to the following bureaus:

- a. Operational Support Supervisor
- b. Traffic Unit Supervisor
- c. Professional Standards
- d. Training
- e. Training Academy
- f. Internal Affairs/Professional Standards
- g. Communication and Staff Services
- h. Administrative Services
- i. Personnel/Detail
- j. Police Prosecutor
- k. Investigative Services
- l. Criminal Investigation Section
- m. Special Investigations
- n. Evidence Section
- o. Taskforces
- p. Family Services Unit
- q. School Resource Officer Supervisor
- r. Crime Analysis/Records Division
- s. Platoon 3 Supervisor (Communication and Staff Services)
- t. Gang Unit

Any bureaus created during the existence of this Agreement, shall be filled according to those requesting assignment to said new bureau, according to seniority, unless special qualifications are required for such position, and the Union and the City have agreed on such qualifications.

Section 8 -

Superior Officers presently assigned to Specialty Positions shall not be transferred therefrom, except upon order of the Superintendent of Police.

Section 9 -

The training officer position presently held by a patrolman, although a specialty position shall not be considered a superior officer's position with supervisory functions.

Section 10 -

It is agreed that the Director of Training for the Lowell Police Department shall be a civilian

, hired at the discretion of the Superintendent of Police. It is agreed, acknowledged and understood that the Civilian Director of Training shall replace the Captain who formerly led the Training Directors Position.

#### ARTICLE IV

##### **Exchange of Time**

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. 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; and
- B. Such substitution occurs within the same payroll week, 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.

#### 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 -

- A. Paid details for Superior Officers when not working in a Supervisors capacity under paragraph 2C hereof, shall be paid at the same hourly rate as patrolman receive for private paid details and for a minimum of four (4) hours pay. Said hourly rate shall be rounded off to nearest half dollar, as under the previous practice.
- B. Notwithstanding the private paid detail rate for Superior Officers specified in the

previous paragraph, the private paid detail rate for Superior Officers at establishments serving liquor shall be fifty (\$50.00) dollars per hour with a four (4) hour minimum.

- C. When a vendor requests a detail of three police officers, the City will require the vendor to increase the detail complement to four and the fourth must be a Superior Officer. At such times, the hourly rate of the Superior Officer's pay shall be Eight (\$8.00) Dollars per hour more than the hourly rate of a Patrolman's regular maximum salary (without including educational incentive pay, etc.); except that in any event at which there is more than one Superior Officer assigned the Superior Officer, who is designated by the Detail Officer to be Officer in charge of the Detail shall receive Ten (\$10.00) Dollars per hour more than the hourly rate of a patrolman's regular minimum salary.
- D. Other than when working in a supervisory capacity, the rate of pay on details will be \$45.00 per hour and shall be calculated at that base rate for all special details i.e. holiday, weekend construction details, etc. The calculations for special details shall be reflected in the grid maintained by the detail office.
- E. Police Officers working a detail that is caused by a labor strike shall be compensated at the highest rate of pay as calculated in the grid maintained by the detail office.

Section 3 -

All police officers of any rank 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.

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 persons 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 -

Detail System will be based on a rotating schedule whereby assignments will be determined on a fair and equal basis. 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 rotation thereof, under the following guidelines:

- A. Police Officers of all ranks (Patrolmen and Superior Officers) 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 assignment;
- D. Detail Officer. 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 -

There shall be kept in the Police Station, by the Detail Officer, a record which will reflect the equitable distribution of details. This record will have indicated thereon the number of details offered to each member of the Police Department, and whether or not he accepted or refused same.

Section 8 -

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 9 -

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

Section 10 -

The Lowell Police Department shall, each week, hire, on an overtime basis, a Lowell Police Department Superior Officer (s) to perform eight hours (1 eight hour shift or 2 four hour shifts at the Superintendent's discretion) of overtime duty to inspect and monitor private paid details being performed within the City of Lowell. The determination of the aforementioned schedule, including

shifts and hours, shall be at the discretion of the Superintendent of Police. It shall be the function of the hired Superior Officer to inspect the private paid details being worked so as to ascertain they are consistent with the rules and regulations of the Lowell Police Department. It is further agreed, acknowledged and understood that the terms and conditions established in the preceding paragraph shall remain valid provided that the budget of the Lowell Police Department is fiscally capable of paying said overtime. It is agreed that the determination of the availability of the funds to pay said overtime, as articulated herein, shall be at the sole discretion of the Superintendent of Police.

Section 11 -

The City of Lowell will establish a private paid detail account in the amount of \$100,000.

Section 12 -

Officers shall submit work slips to the Detail Officer no later than seventy-two (72) hours after completion of private paid detail. All details will be paid within thirty (30) days of the date worked.

Section 13 -

The City shall institute an aggressive collection system placing constraints and/or penalties on delinquent parties, including assessing interest per City Code §7-41.1.

## **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 Massachusetts General Laws, Chapter 40, Section 6B, and also Section 23-3 of the Code of the City of Lowell.

Section 2 -

Each employee shall receive an annual clothing allowance of Eight Hundred (\$800.00) Dollars, and an annual cleaning allowance of Four Hundred and Fifty (\$450.00) Dollars (retroactive) to be paid in the first pay period following July 1 of each year.

Section 3 -

A twelve hundred and fifty dollar (\$1250.00) clothing and cleaning allowance is included in and is part of the base pay of each employee for all purposes.

Section 4 -

The Employer shall appropriate for and provide equipment, as presently provided, and shall furnish the following equipment to new employees only:

Handcuffs, badges for coat and cap, billy club, firearm and I.D. Card, which equipment shall remain the property of the Employer. For any replacement of equipment, the cost shall be deducted from uniform allowance.

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 uniform that does not meet departmental standards, the concerned Superior 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 purchase incurred.

Section 6 -

All replacement or repair of apparel or personal equipment damaged or lost shall be at the employee's expense.

Section 7 -

Effective February 1, 2000 the official uniform of all Superior Officers of the Lowell Police Department shall include a Blue Dress Shirt. It is agreed, acknowledged and understood that effective February 1, 2000 the Blue Uniform Dress Shirt shall replace the prior official White Uniform Dress Shirts of the Lowell Police Department. It is important to note that prior to February 1, 2000 Superior Officers shall wear only white shirts and after February 1, 2000 Superior Officers shall wear only blue shirt.

The City of Lowell agrees to reimburse each Superior Officer \$98.18 for the purchase of two (2) long sleeve, blue, Blauer uniform shirts. It has also been agreed that, the Lowell Police Superior Officers Union shall reimburse each Superior Officer \$49.09 for the purchase of one (1) long sleeve, blue Blauer uniform shirt.

Section 8 -

All members of the bargaining unit shall wear department issued nametags as part of the regular duty uniform. The nametags shall be worn according to the regulations of the Lowell Police Department. The nametags shall be replaced by the Department at no cost to the members if they are lost or stolen.

Each employee shall receive an annual four hundred and fifty dollar (\$450) name tag allowance, retroactive and paid on July 1 of each following year.

Section 9 -

Each employee shall receive an annual four hundred and fifty dollar (\$450) firearms qualification allowance, retroactive and paid on July 1 of each following year.

**ARTICLE VII**

**Sick Leave**

Section 1 -

Sick leave benefits shall be provided to the Employee and be administered in accordance with the Code of Ordinances, now in effect in the City of Lowell, as amended, (Sections 15-51 through 15-62 of the Code of Ordinances of the City of Lowell, as amended).

Section 2 -

Sick leave may be accumulated by employees hereunder to a maximum of three hundred five (305) days, effective on employee's anniversary date. Employees shall accrue sick, vacation and personal time on January 1<sup>st</sup> of each year.

Section 3 -

Upon death or retirement of a Superior Officer, the City shall pay the Superior Officer, or his/her estate, 40% of the unused accumulated sick leave at the Superior Officers' present rate of pay, not to exceed \$30,000.00 for each officer. Payments made hereunder concerning a deceased Superior Officer shall be made in accordance with M.G.L. c.41 s.111-I.

Section 4 -

Sick leave may be given to employees of the department in hours in the case of Employee becoming sick while on duty.

Section 5 -

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 paid details assigned to such officer for a period of one (1) regular eight (8) hour shift after he/she returns to work.

Section 6 -

When a member has accumulated 75 or more sick days, he/she shall have the option to "sell back" up to five sick days to the City at their current rate of pay on an annual basis. The payment for such sick leave shall be made in the pay period, 1-2 weeks, following the January 1 accrual date

Section 7 -

New members to 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 members agree to freeze their sick leave amounts as of January 1, 2013. Pursuant to the "freeze", members shall be eligible to buy back 10 days, in addition to the current 5 day buy back allowance. To be eligible a member must have 75 sick days. The buy back 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 buy back upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.

## ARTICLE VIII

### **Funeral Leave**

#### Section 1 -

Funeral leave shall be governed by the Code of Ordinances, now in effect in the City of Lowell, as amended, (Sections 15-60 of the Code of Ordinances of the City of Lowell, as amended).

"Mother-in-Law" and "Father-in-Law", grandparents, grandchildren or any other person with whom said employee made his or her household with will be considered immediate family members and will be entitled all bereavement benefits.

Employees shall be entitled to one day of bereavement leave for the purpose of attending funeral services for the following individuals- Aunts, Uncles, Brother and Sister-in-laws.

#### Section 2 -

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

#### Section 3 -

Upon the written request of a Superior Officer of the Lowell Police Department, the Superintendent of Police may extend the period of Bereavement Leave the Superior Officer would otherwise be entitled. It is agreed, acknowledged, and understood that the extension of Bereavement Leave under this provision shall be at the sole and exclusive discretion of the Superintendent of Police. It is agreed that the extension of Bereavement Leave, as defined herein shall not exceed two

(2) days. The Superintendent of Police agrees not to unreasonably withhold extension of Bereavement Leave.

## ARTICLE IX

### **Injured Leave**

#### Section 1 -

An Employee incapacitated for duty because of injury sustained in the performance of his/her duty, without 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/her duty, without fault of his/her own, shall immediately inform his/her Commanding Officer-in-Charge, who shall assign a superior Officer under his/her command to investigate the nature and causes of such injury. If the Employee is unable to work because of condition of the injury, the Commanding Officer-in-Charge shall immediately assign such Superior Officer, upon the notification of such serious injury, to a member of his/her command.

The individual Employee MUST submit his/her personal written report within the duty period of injury. If the Officer is hospitalized, or otherwise physically unable to complete his/her report, subject written report shall be submitted as soon as physically able.

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 3 -

A weekly report shall be submitted to the Superintendent by the Employee's physician, indicating the condition and prognosis of the injured Employee. If the injury is of a serious nature, the report to the Superintendent shall be extended to a monthly report by the authority of the Superintendent. If Employee has requested a weekly report from his/her physician and is unable, through no fault of his/her own, to obtain said weekly report, and the Employee so notifies

the Superintendent, in writing, then the Superintendent shall assume the burden of obtaining the medical report from the Employee's physician and, in the interim, injured leave benefits shall not be withheld while awaiting receipt of said report. Employee shall give written authorization to the Superintendent to enable release of medical information by the attending physician.

Section 4 -

An Employee placed on the "Injured List", shall be readily available to report to the City Physician on the date and hour scheduled by the City Solicitor's Office. Said Employee shall be given two (2) days' notice of the appointment, whenever possible. An Employee shall not be required to have to wait more than one (1) hour at the City Physician's Office and, if so required, Employee may leave, after notice to doctor's secretary, and the arrangement for a new appointment.

Section 5 -

Injured on duty claims shall be investigated and processed within two weeks of claim. Should there be a delay in 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.

Section 6 -

In consideration of a one time, .25% increase in members' base salary, while an officer is receiving §111F 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 (1) the Chief's 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 a Lowell Police Superior Officer of equal rank other than Street Patrol, 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, §§I 00-111 F) 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, §III 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, §III F.

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 ( 1 0) 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 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.

The costs of the neutral physician shall be borne by the party (either the City or the officer) with whom the neutral doctor does not agree.

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 one day, shall be considered overtime and shall be paid at an hourly rate equal to one and one-half (1 1/2) times the hourly rate of his/her base rate of pay for his/her average weekly hours of duty which, by Section 2 of this Ordinance, is established at 37 one-half (1 1/2) hours. No employee shall be given overtime the same day in which he or she has used a vacation day, unless the employee is called back to work for an emergency situation. No employee shall receive sick time and overtime for the same day. While swapping shifts shall not be an automatic bar to overtime, Employees are prohibited from "creating overtime" by swapping shifts with other members or modifying their own hours in such a way as to

create overtime. 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. All overtime shall be granted at the express permission of the Superintendent of Police or the Superintendent's designee.

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. A Superior Officer, whose normal tour of duty is on the shift where an opening occurs, will be given first priority when hiring a Superior Officer for overtime for that shift, provided he/she meets the minimum requirements of the job description therefor.

Section 3 -

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

Section 4 -

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

## **ARTICLE XI**

### **Union Business Leave**

The City of Lowell will allow up to two (2) members of Lowell Police Superior Officers Association ("LPSOA") to swap their normal tour of duty to tend to Union matters. Union matters consist of but are not limited to:

- a) All union negotiations
- b) LPSOA meetings (not more than one per month)
- c) LPSOA sponsored events
- d) Investigating and resolving grievances
- e) Any City of Lowell hearing or procedure

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 170.

Section 5 - Board Meetings:

Members of the Union Board of Directors, not to exceed one (1) in number 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.

**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, 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 all ranks 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 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) week period, a permanent police officer, who actually works 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 rotating schedule as described above; however, such members must also be granted fourteen (14) regular days off within every six (6) week work period.

The Hours of Duty for the Lowell Police Department shall consist of three

shifts. These shifts shall be arranged in the following manner:

7:30 am – 3:30 pm, 8:30 am – 4:30 pm

3:30 pm – 11:30 pm, 4:30 pm – 12:30 am

11:30 pm – 7:30 am, 12:30 am – 8:30 am

Section 3 -

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 any rank) of the Police Department from taking days off when he is entitled thereto, or any time assigned therefor, provided that such officer shall receive overtime pay at the time and one-half rate for each hour, or fraction thereof, of duty performed on days off or during vacation.

Section 4 - Special Events Coverage

When the Superintendent determines that any and all members of the bargaining unit will not be allowed to take a split vacations day on a particular day, that decision by the Superintendent will be forwarded to all members of the bargaining unit in writing, thirty days prior to the day in question. The Superintendent's decision will not affect bargaining unit members that have the day off as a result of selecting an entire week for vacation.

### ARTICLE XIII

#### Wages

Section 1 -

All percentage increases to members' base salaries shall be reflected in the City's salary grid. The basic weekly salary of employees covered by this agreement shall be as follows:

Sergeant: Weekly salary of a Sergeant shall be twenty (20%) percent greater than the maximum weekly salary of a Patrolman as of July 1, 1995, including weekend and shift differential in computing said Patrolman's weekly salary.

Lieutenant: Weekly salary of a Lieutenant shall be twelve (12 %) percent greater than the weekly salary of a Sergeant on July 1, 1995. Captain: Weekly salary of a Captain shall be twelve (12%) percent greater than the weekly salary of a Lieutenant on July 1, 1994.

Deputy Superintendent: Weekly salary of the Deputy Superintendent shall be twelve (12%) percent greater than the weekly salary of a Captain on July 1, 1995. Educational incentive pay for all of the above ranks shall be paid in addition to the above weekly salary.

Any increase in Patrolman's salary, including weekend and shift differential shall be reflected in the Superior Officers' differential above stated.

Section 2 -

The base weekly salary of Superior Officers covered by this agreement as computed under Section 1 hereof shall be reflective of the three and one-half (3.5%) percent increase granted to patrolmen as of July 1, 1995. It is to be noted that of said 3.5% salary increase, an amount equal to 2.0 of said increase is as a result of impact bargaining to reflect increased responsibilities and duties, including but not limited to, supervision of a greater number or subordinate officers, community police precincts and community programs, river patrols, motorcycle patrols, bicycle patrols and other related pro-active policing programs.

The other 1.5% increase reflects giving up certain super holiday benefits.

Weekly salary for the Deputy Superintendent is set by ordinance at twelve percent (12%) greater than the base weekly salary of a Captain (without incentive pay).

The foregoing weekly wage rates include in the base pay amounts attributable to weekend and shift differential. Education incentive pay for all of the above ranks shall be paid in addition to the foregoing weekly rates.

The weekly salary increases provided for in this Section are intended to result increases in any overtime, court time or other salary benefits earned back to July 1, 1987, notwithstanding the later expiration date of the Fourth Memorandum of Agreement.

Section 3 -

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 4 -

The Union agrees to receive their payroll checks every two weeks. In addition, the Union agrees that all members shall receive their paychecks by direct deposit.

Section 5 -

In consideration of two onetime, .25% increases in members' base salary, the additional duties of supervisory AVL responsibilities shall be added to the members' job description.

## 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 therefor.

Section 3 -

However, Police Officers with ten (10) years or more service as a Police Officer for Lowell, shall, after such ten (10) years, 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.

Section 4 -

For the purpose of computing longevity benefits for Fiscal Year 1987, and for subsequent fiscal years, the amount of longevity paid shall be the same amount as that paid, pursuant to this Article, to bargaining unit employees during Fiscal Year 1988. New employees hired on or after January 1,

1998, shall not be entitled to receive any longevity benefits whatsoever. No provision of this Article shall enlarge or diminish the statutory duty to bargain in good faith for any successor agreement.

## ARTICLE XV

### Court Time

#### Section 1 -

Any police officer of any rank, including Superior Officer, on duty at night or on vacation, or on a day off, who attends as witness in any duty related case or proceeding, before any Court or City, State or Federal agency or department, or any other proceeding approved by the Superintendent of Police, shall be allowed time off, or shall be paid therefor as provided in Massachusetts General Laws, Chapter 262, Section 53, as amended.

When a Superior 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 Court, beyond a 25 mile radius of City Hall, Lowell the court time compensation will be at a time and one-half (1 1/2) 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.

Nothing shall prevent the Superintendent from establishing a system to have one or more complaints signed by the arresting officer on one day to reduce overtime. It is intended by this Agreement that officers shall sign their own complaints at the District Court, except those complaints which are signed by the Prosecutor.

#### Section 2 -

The rate of pay for court time or compensatory time off allowable shall be at one and one-half (1 1/2) hourly rate of each officer's basic pay, inclusive of educational incentive pay percentages.

#### Section 3 -

Effective beginning in Fiscal year 1983, 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 ten (10%) percent of Court time appropriation in any fiscal year.

A Superior Officer must give at least four (4) working days' notice to receive compensatory time off for any court time accumulated. A maximum of one (1) week accumulated may, at the officer's request, be put into his/her sick leave account per fiscal year. Court time off requested by the officer shall not be refused unless two (2) 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.

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

#### Section 2 -

All other members of the regular or permanent police force, shall be granted a vacation, without loss of pay, as shall be computed in the manner set forth in Massachusetts General Laws, Chapter 41, Sections III D, III G, and 111G 1/2 except that such members, who have at least the following listed years of service, shall be granted a vacation for the number of weeks shown below without loss of pay:

<u>Years of Service</u>	<u>vacation Entitlement</u>
15 years	5 weeks
16 years	5 weeks plus 1 day
17 years	5 weeks plus 2 days
20 years	6 weeks maximum

Mass GL Chapter 41 Section 1110, referenced above, provides as follows:

For five (5) years' service but less than ten (10) years' service, a vacation of three (3)

Weeks; for ten (10) years' service or more, a vacation of four (4) weeks.

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 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 vacation, the following shall govern vacations:

- A. Vacation periods shall be selected by seniority, within rank, 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 week in which Labor Day falls;
- D. Eligible members may use up to four (4) consecutive weeks' vacations during the period from January 1<sup>st</sup> to March 31<sup>st</sup> of each year;
- E. Eligible members entitled to five weeks' vacations, may use up to five (5) consecutive weeks' vacation during the period from January 1<sup>st</sup> to April 30<sup>th</sup> of each year;
- F. Depending on an individual's vacation entitlement, vacation periods may be split so that an employee may use one (1) or more week 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. Any employee taking vacation during the fifth or sixth week of cycle will not lose a vacation day and may take the day on other than summer vacation.
- K. Members of the bargaining unit with vacations entitlement of four or five weeks may carry over two (2) weeks vacations into the next calendar year; members with vacation entitlement of three weeks may carry over one (1) week into the next calendar year. No member shall be allowed more than two (2) weeks' vacation carryover.
- L. Any Superior Officer who gives up one or more full weeks of vacation leave during the prime summer vacation period will be granted one additional vacation day for each week, as a bonus.
- M. Members of the bargaining unit may take vacation time off in  $\frac{1}{4}$ ,  $\frac{1}{2}$  or full days. However, if  $\frac{1}{4}$  day is used it must be at the beginning or end of a shift.

## 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 employees.

#### 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 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 injured on duty leave entitlement to have contracted the disease while in the performance of his 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 mv virus, tuberculosis, and hepatitis.

Section 5: Physical Fitness Incentives

The parties agree to implement the following physical fitness incentives pursuant to the following grid:

MALE

Standard 1

	Age 40	40-50	50 and Older
Sit and Reach	16"	13.8"	12.8"
1 minute sit-ups	37	28	23
Push-up (1 Minute)	26	18	13
1.5 mile run	13.46	15.25	16.21

Standard 2

	Age 40	40-50	50 and Older
Sit and Reach	20"	16"	14"
1 minute sit-ups	49	32	28
Push-up (1 minute)	29	20	15
1.5 mile run	12	14	15

FEMALE

Standard 1

	Age 40	40-50	50 and Older
Sit and Reach	18.8"	16.8"	16.3"
1 minute sit-ups	31	19	13
Push-up (1 minute)	13	9	12 (on knees)
1.5 mile run	16.21	17.53	18.44

Standard 2

	Age 40	40-50	50 and Older
Sit and Reach	22"	19"	18"
1 minute sit-ups	43	23	18
Push-up (1 minute)	16	11	9
1.5 mile run	14.30	15.30	16.00

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

Level2 Completion

Under 40 - \$ 500.00

40 - 50 - \$ 750.00

50 and Older - \$ 1,000.00

### **ARTICLE XVIII**

#### **Non-discrimination**

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, 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.

### **ARTICLE XX**

#### **Grievance 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 covered by the preceding steps shall be in not less than triplicate, on specified forms, a sample of which is hereto annexed, marked "A", and shall be signed by the representative of the Union filling the grievances. 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 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/her knowledge of its occurrence. The Officer has the option not to be bound by the decision of the officer 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 or his/her designee in writing within five (5) working days after the response of the Department Head is due.

The City Manager or his/her designee shall respond to the Union 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 Massachusetts Board of Conciliation and Arbitration 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 the arbitrator. If the parties shall fail to select the arbitrator as herein provided within five (5) calendar days of receipt of the list, the American Arbitration Association shall appoint the arbitrator subject to the rules of the Association.

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/her finding of fact and decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires 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 services 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 employees or groups of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith.

Section 4 -

The Union, at the request of the Employer, shall 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 benefits or protections 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**

**Civil Service and Promotions**

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

The Union agrees that the City shall utilize the assessment center process henceforth in filling the position(s) of Lieutenants and above. The Assessment center shall be administered by current practices of HRD, as amended.

Nothing in the proceeding is meant to diminish or infringe on the rights of the City under State Labor Laws or Civil Service Laws, rules and regulations, however, the City agrees not to be arbitrary or capricious in employing the results of said eligibility list.

It is further agreed that this provision does not in any way alter, replace, modify, or amend

the existing and established rights and obligation of the parties regarding promotions.

It is agreed, acknowledged and understood that the provisions of M.G. L. Ch. 31 shall remain the applicable and exclusive standard for all issues of promotion and appeal.

#### **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 employee's job is in jeopardy, he will have the right to have an attorney 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 Plan**

###### **Section 1 -**

The Employer shall provide health and life insurance for employees and dependents according to Mass. 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 therein provided, and to the extent that each employee and his/her dependents are otherwise individually eligible therefor. It is agreed that the Employer shall pay seventy-five (75%) percent of the cost of the managed care health insurance plan in force for all City employees, and the employee shall pay twenty-five (25%) percent of the cost thereof. The Employer shall pay seventy-five (75%) percent of the cost of the basic life insurance plan (\$2,000.00) and the employee shall pay twenty-five (25%) percent of the cost thereof.

###### **Section 2 -**

The health insurance plan shall contain a benefit management provision and

predetermined substance abuse plan at preselected facilities as well as pre-tax cafeteria plan feature.

Section 3 -

All employees covered under this agreement 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 Patrolmen's Association.

Section 4 -

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

**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 expenses, shall require employees to submit to drug screening analysis to determine whether the employee is using a controlled substance, all in accordance with the most recent General Order of the Superintendent of Police on this subject.

**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 considerations 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 prior to August 16, 1977, Employees hereunder shall be indemnified for expenses or damage incurred while acting as a police officer. Such indemnification shall be governed by the provisions of Massachusetts General Laws, Chapter 41, Sections 100, 100A and 1000, as amended.

#### Section 2 -

For incidents which occurred on or after August 16, 1977, Employees shall be indemnified, or otherwise protected, for expenses or damages incurred while acting as a police officer under the provisions of Mass General Laws Chapter 258, as amended.

## **ARTICLE XXX**

### **Holidays**

#### Section 1 -

Holiday pay shall be treated as base pay for all purposes. Holiday overtime pay shall be affected by this provision.

#### Section 2 -

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 3 -

Section 1, 2, 3 and 4 of this Article shall not be operable and on that date sections 6 and 7 hereof shall govern holidays.

#### Section 4 -

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

New Years Day

Christmas Day

Patriot's Day

Labor Day

Veteran's Day

Police Officers'

Memorial Sunday (which shall be celebrated on the Sunday closes  
to May 15th of each year)

Independence Day

Washington's Birthday

Memorial Day

Columbus Day

Thanksgiving Day

Martin Luther King's Day

This section will also apply to any additional legal holidays created by the General Court.  
Holiday pay shall be included in members' base pay.

Section 5 -

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 6 of this Article, all employees who work during a day tour or night tour of duty commencing on 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); Veterans 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 Officers Memorial Sunday (May 15<sup>th</sup>); 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.

Personnel who work on the day the holiday is celebrated, if a different date, will not receive "holiday pay."

Section 6 -

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.

### **ARTICLE XXXI**

#### **Educational Incentive**

##### Section 1 -

The City agrees by the terms of this Contract to implement the provisions of the Chapter 835 of the Acts of 1970 (Chapter 41, Section 108L) the City Council having adopted same on December 28, 1971. Educational Incentive Pay shall be in addition to the basic weekly salary of a Superior Officer hereinbefore specified.

##### Section 2 -

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 lever of educational incentive payment prior to the rescission of MGL 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.

### **ARTICLE XXXII**

#### **Bulletin Board**

The city 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.

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

Section 3 -

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. Maximum accrual six days.

**ARTICLE XXXI**

**Federal Family Leave Legislation**

The Union and the City agreed to abide by the provisions of the Federal Family Leave Legislation.

**ARTICLE XXXV**

**Out of Grade Compensation**

Section 1 -

In those instances where it is necessary, as determined by the Superintendent, for a Superior Officer of lesser rank to replace the Commanding Officer or Sector Commander of a shift for two (2) or more consecutive days or nights, the Superior Officer, selected by the Superintendent on the basis of training performance and experience, shall receive the rate of pay of a Captain for those days or nights more than two (2) in consecutive order.

## ARTICLE XXXVI

### **Miscellaneous Provisions**

#### Section 1 -

Should any provision of this Agreement be found to be in violation of any Federal or State Law, Civil Service Rule, Lowell City Ordinance, or the Code of the City of Lowell, by a Court of competent jurisdiction, such particular provision 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 provision 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 ISOE, Section 7, the terms of this Agreement shall prevail.

#### Section 2 - No 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 applicable law, regulation and executive order.

#### Section 4 -

A. Each 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;

B. 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.

Section 5 -

The Employer agrees to appropriate such funds, and at such times as are necessary, to implement this Agreement.

Section 6 -

The employer agrees to appropriate and pay to Lowell Police Superior Officers Association an amount equal to \$250.00 per year, per Superior Officer in the Bargaining Unit- to be used for a legal defense fund for the defense of members of the bargaining unit in civil actions brought against individual members of the bargaining unit as a result of incidents which arise out of the course of performance of duties as a police officer of the City of Lowell.

The Union shall engage an attorney or law firm to provide such legal defense and the Union shall pay any amount in excess of said \$100,000 per man for said services.

Section 7 - Promotions

Promotions shall be made in a timely manner subject to funding of position in budget for fiscal year and table of organization approval by Council. The goal will be 60 days from the day an opening exists unless extenuating circumstances prevent this. Extenuating circumstances would be defined as no present or up-to-date promotional list.

Section 9 -

The parties agree that the new Body Armor policy – 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.

Section 9 -

Stipends shall be treated as base pay for all purposes retroactive to the beginning of the contract period.

Section 10 –

In accordance with GL c. 31, Section 58 (amended) and GL c. 150E (7)(d)(p ½), the parties hereby affirm and agree that Lowell Superior Officers may reside outside of the Commonwealth, but not to exceed a twenty-five mile radius (from border to border). Any subsequent residential move by a Lowell Police Officer must abide by the terms of the above agreement and not exceed the twenty-five mile limit.

## ARTICLE XXXVII

### **Conclusion**

#### Section 1 -

Effective Date and Termination:

#### Section 2 - New Agreement

Should either party to this Agreement wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement prior to One Hundred Twenty (120) days before termination date of this Agreement.

The parties receiving such notice of desired changes shall forthwith meet for the purpose of discussion and amicable accommodation for the desired changes.

#### Section 3 - Modification

Any modification of this Agreement during the term of this Agreement, shall be in writing, and be by mutual consent of the parties, and shall not be subject to grievance procedure.

#### Section 4 - Continuing Discussions

At the request of either party during this Agreement, the parties will schedule periodic subsequent discussions on selected issues of concern to either party. Any agreements reached will supplement this Memorandum. Failure to reach agreement on any such item shall not affect this Memorandum.

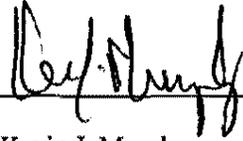
#### Section 5 - Integrated Contracts

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

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

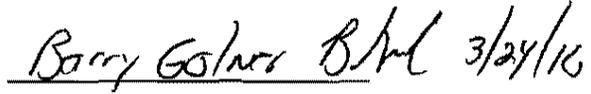
Lowell Police Superior Officers Association



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Kevin J. Murphy

City Manager



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President, LPSOA

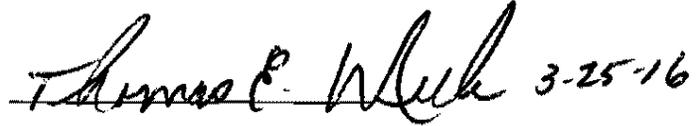
Approved as to form:



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Christine O'Connor

City Solicitor



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Bargaining Committee

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
LOWELL POLICE SUPERIOR OFFICERS ASSOCIATION**

**RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2018 – JUNE 30, 2021**

The City of Lowell ("the CITY") and the Lowell Police Superior Officers Association ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary:**

- a. Year 1 (July 1, 2018 – June 30, 2019)
  - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2018) for the fiscal year July 1, 2018 to June 30, 2019. Employees in the union shall receive retroactive pay back to July 1, 2018.
  
- b. Year 2 (July 1, 2019 – June 30, 2020)
  - i. There shall be a 1% increase in salary for all employees in the union effective on the first day (July 1, 2019) for the fiscal year July 1, 2019 to June 30, 2020.
  - ii. There shall be a 1% increase in salary for all employees in the union effective on the midpoint (January 1, 2020) for the fiscal year July 1, 2019 to June 30, 2020.
  
- c. Year 3 (July 1, 2020 – June 30, 2021)
  - i. There shall be a 1% increase in salary for all employees in the union effective on the first day (July 1, 2020) for the fiscal year July 1, 2020 to June 30, 2021.
  - ii. There shall be a 1% increase on the last day of the fiscal year, June 30, 2021.

- 2. Step raise:** Members of the Lowell Police Superior Officers who have achieved ten

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
THE LOWELL POLICE SUPERIOR OFFICERS ASSOCIATION, INC.  
(Superior Officers Union)**

The City of Lowell ("the CITY") and the Lowell Police Superior Officers Association, Inc. ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

WHEREAS, special legislation was filed to allow retired Lowell police officers to be appointed as special officers to perform police details;

WHEREAS in order to implement this legislation, the City of Lowell and the Lowell Police Superior Officers Association, Inc. ("the Union") hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. The City Manager may appoint retired Lowell police officers who served as regular Lowell police officers and are retired based on superannuation as special police officers to perform police details or any duties arising from police details or during the course of police detail work.

2. No retired police officer shall be appointed as a special police officer if that officer has been retired more than 5 years. Special police officers shall not be subject to the same maximum age restrictions as applied to regular Lowell police officers pursuant to chapter 32 of the General Laws. Prior to appointment, a retired Lowell police officer shall pass a medical examination by a physician or other certified professional chosen or agreed to by the department to determine whether the retired Lowell police officer is capable of performing the essential duties of a special police officer. The cost of the medical examination shall be borne by the retired Lowell police officer.

JDK (Emd)

3. Special police officers shall not be subject to chapter 31, section 99A of chapter 41 or chapter 150E of the General Laws.

4. When performing the duties set forth in subsection (1), special police officers shall have the same power to make arrests and to perform other police functions as regular police officers of the city of Lowell.

5. A special police officer shall be appointed for a 1-year term, subject to renewal at the discretion of the City Manager; provided, however, that a special police officer shall be an at-will appointment subject to removal by the City Manager at the City Manager's discretion at any time. All benefits afforded to special police officers shall terminate upon the conclusion of the employment term. A special police officer's appointment shall automatically terminate upon the officer reaching their seventieth birthday.

6. Special police officers shall be subject to the rules and regulations, policies and procedures and requirements as the superintendent of police may impose from time to time including, but not limited to, restrictions on the type and number of detail assignments, requirements regarding medical examinations to determine continuing fitness and capability to perform the duties of a special police officer, requirements for training, requirements for firearms licensing and qualifications, requirements for maintaining of a medical insurance policy, and requirements regarding uniforms and equipment. Special police officers must obtain and maintain at all relevant times during this contract period liability insurance naming the City of Lowell as an additional insured. The superintendent of police shall, at his or her discretion, set a schedule of fees associated with the costs of training, medical examinations, equipment, uniforms and any other requirements considered necessary by the superintendent of police that

TDK  
KMS

shall be paid by the special police officer. Special police officers shall not be subject to section 96B of chapter 41 of the General Laws.

7. Special police officers shall be sworn in by the superintendent of police for the City of Lowell.

8. Sections 100 and 111F of chapter 41 of the General Laws shall not apply to special police officers. Sections 85H and 85H ½ of chapter 32 of the General Laws shall not apply to special police officers, nor shall these officers be considered employees or agents of the city.

9. Appointment as a special police officer shall not entitle the appointee to assignment to any detail.

10. Retired Lowell police officers serving as special police officers shall be subject to the limitations on hours worked and on earning restrictions as provided in paragraph (b) of section 91 of chapter 32 of the General Laws and shall be required to track all hours worked to remain in compliance with statutory requirements.

11. The City Manager's authority to appoint and remove a special police officer shall not be subject to review by another employee or official of the city of Lowell.

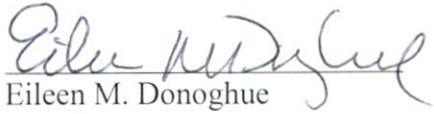
This Memorandum of Understanding and its provisions shall be effective as of 9/15, 2020

In Witness thereof, the Employer and the Union have caused this Memorandum of Understanding to be executed by their duly authorized representatives this 15<sup>th</sup> day of September, 2020.

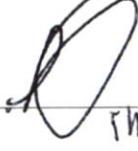
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CITY OF LOWELL

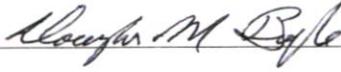
LOWELL POLICE SUPERIOR OFFICERS  
ASSOCIATION, INC.



Eileen M. Donoghue  
City Manager

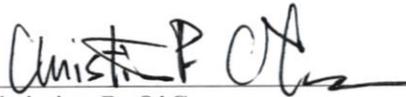


THOMAS D. KENNEDY



DOUGLAS M. BOYLE

APPROVED AS TO FORM;



Christine P. O'Connor  
City Solicitor

Bargaining Committee

COMMONWEALTH OF MASSACHUSETTS  
CITY OF LOWELL

In City Council

VOTE

Authorizing the filing of Special Legislation regarding the appointment of retired City of Lowell Police Department officers as special police officers with the City of Lowell for paid detail assignments.

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It is the desire of the City of Lowell to appoint retired City of Lowell Police Department officers as special police officers with the City of Lowell for paid detail assignments; and

It is necessary for the City of Lowell to authorize the filing of Special Legislation in order to accomplish this purpose; and

A majority vote of the Lowell City Council is required for the filing of such petition.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Council of the City of Lowell, by a majority vote, hereby authorizes and approves the filing of special legislation to read as follows:

AN ACT AUTHORIZING THE CITY OF LOWELL TO  
APPOINT RETIRED POLICE OFFICERS AS SPECIAL POLICE  
OFFICERS WITHIN SAID CITY FOR PAID DETAIL ASSIGNMENTS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The City Manager of the City of Lowell may appoint, as the City Manager deems necessary, retired Lowell police officers as special police officers to perform police details or any duties arising from police details or during the course of police detail work, whether or not related to the detail work. The City Manager shall have discretion to appoint only retired Lowell police officers as special police officers and shall establish department rules, procedures and policies concerning these appointments. The City Manager shall appoint retired Lowell police officers who served as regular Lowell police officers and are retired based on superannuation. No retired police officer shall be appointed under this act as a special police officer if that officer has been retired more than 5 years. Special police officers shall not be subject to the same maximum age restrictions as applied to regular Lowell police officers under Chapter 32 of the General Laws. Prior to appointment under this act, a retired Lowell police officer shall pass a medical examination by a physician or other certified professional chosen or agreed to by the department to determine whether the retired Lowell police officer is capable of performing the essential duties of a special police officer under this act. The cost of the medical examination shall be borne by the retired Lowell police officer.

SECTION 2. Special police officers appointed under this act shall not be subject to Chapter 31, section 99A of Chapter 41, or Chapter 150E of the General Laws.

SECTION 3. When performing the duties set forth in section 1, special police officers shall have the same power to make arrests and to perform other police functions as do regular police officers of the City of Lowell.

SECTION 4. A special police officer shall be appointed for a 1-year term, subject to renewal at the discretion of the City Manager; provided, however, that a special police officer shall be an at-will appointment subject to removal by the City Manager at his or her discretion at any time. All benefits afforded to special police officers appointed under this act shall terminate upon the conclusion of the employment term. A special police officer's appointment shall automatically terminate upon the officer's 70<sup>th</sup> birthday.

SECTION 5. Special police officers appointed under this act shall be subject to the rules and regulations, policies and procedures and requirements as the Superintendent of Police may impose from time to time including, but not limited to, restrictions on the type and number of detail assignments, requirements regarding medical examinations to determine continuing fitness and capability to perform the duties of a special police officer, requirements for training, requirements for firearms licensing and qualifications, requirements for maintaining of a medical or liability insurance policy, and requirements regarding uniforms and equipment. The Superintendent of Police shall, at his/her discretion, set a schedule of fees associated with the costs of training, medical examinations, equipment, uniforms and any other requirements considered necessary by the Superintendent of Police that shall be paid by the special police officer appointed under this act. Special police officers appointed under this act shall not be subject to section 96B of Chapter 41 of the General Laws.

SECTION 6. Special police officers appointed under this act shall be sworn in by the Superintendent of Police for the City of Lowell.

SECTION 7. Sections 100 and 111F of Chapter 41 of the General Laws shall not apply to special police officers appointed under this act. Sections 85H and 85H ½ of Chapter 32 of the General Laws shall not apply to special police officers appointed under this act.

SECTION 8. Appointment as a special police officer shall not entitle the appointee to assignment to any detail.

SECTION 9. Retired Lowell police officers serving as special police officers under this act shall be subject to the limitations on hours worked and on earning restrictions as provided in paragraph (b) of section 91 of chapter 32 of the General Laws.

SECTION 10. The City Manager as the appointing authority for the city will have final say in all appointments and removals of special police officers under this act.

SECTION 11. This act shall take effect upon final approval by the City Council.

In City Council March 19, 2019, Read twice and adopted 9 yeas. So Voted/s/Michael Q. Geary, City Clerk

Approved by City Manager Eileen M. Donoghue March 20, 2019.

A true copy  
ATTEST:

Michael Q. Geary  
City Clerk

years of service as a member of the Union shall receive 3% step raises in their salary. This shall become effective on the member's tenth anniversary date as a permanent member of the Lowell Police Superior Officers. Temporary time served as a Superior Officer will not count towards this step raise. This step raise will be retroactive to July 1, 2018 for qualifying members.

3. **Light Duty:** The City and the Union agree to continue discussing changes to language regarding light duty. While these discussions remain ongoing, the current light duty language will remain in places.
4. **Dashboard Cameras:** The Union agrees to the installation of dashboard cameras on the Lowell Police Department vehicles in the Traffic Bureau. The parties agree that the dashboard cameras will be installed by February 1, 2019. Prior to this date, the parties will meet to negotiate and to establish policy and implementation of the dashboard cameras.
5. **Drug Testing:** The Union agrees to a July 1, 2019 implementation date of a drug testing program which will provide for reasonable suspicion drug testing, random drug testing, post-incident drug testing, unannounced follow-up drug testing, and rehabilitation for employees found to be in violation of such testing. Prior to July 1, 2019 the parties agree that they will negotiate the terms of such a policy.

STEP / 8/10/18 CPO  
B/S  
EMM 8/16/18

The parties agree that if there are demotions resulting in a decrease of Union membership, the new drug testing program will immediately cease operation.

6. **Arbitration:** Substitute the Department of Labor Relations for the American Arbitration Association as the venue for arbitration.
7. **Mediation:** The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations
8. **Body Cameras:** The City and the Union agree to sit down every six months to engage in nonbinding discussions regarding the use of body cameras in the Lowell Police Department.
9. **Safe Work Areas:** A policy will be created with regard to the proper handling and the creation of work areas for fentanyl and other dangerous substances seized and brought within the Police Department.

#### **10. Contract Provisions**

- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions

of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 16<sup>th</sup> day of August, 2018.

Lowell Superior Police Officers Association

Eileen Donoghue 8/16/18  
Eileen Donoghue, City Manager

Ray [Signature] 8/10/18

Approved as to Form:

Bargaining Committee:

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

[Signature] 8/10/18  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period of July 1, 2018 through June 30, 2021.

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In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period July 1, 2018 through June 30, 2021 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the Lowell Police Superior Officers Association, which Memorandum covers the items negotiated with UNION; and

That funds necessary to cover the cost of this agreement have been included in the budget for FY19; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the Lowell Police Superior Officers Association; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period July 1, 2018 through June 30, 2021, and further authorize the expenditure of funds for this Agreement.

In City Council August 14, 2018, Read twice and adopted on roll call vote 9 yeas. So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Eileen Donoghue August 15, 2018.

A true copy

ATTEST:

  
Michael Q. Geary  
City Clerk

SETTLEMENT AGREEMENT BETWEEN  
CITY OF LOWELL  
AND THE LOWELL POLICE SUPERIOR OFFICERS ASSOCIATION

Grievant: Lowell Police Superior Officer's Association

Date of Grievance: 1/26/18 and amended 2/6/18

Grievance: Violation of MOU Wage clause for the period July 1, 2015-June 30, 2018

This Agreement is between the City of Lowell ("City") and the Lowell Police Superior Officers Association ("Union") in response to a grievance filed by the Union on January 26, 2018 and amended on February 6, 2018.

The Union alleges that the City violated their collective bargaining agreement, specifically a wage clause that states: In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a monetary increase to their current departmental appropriation for fiscal year 2017, the Lowell Superior Officers Association shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

The City and the Union wish to resolve this grievance without resorting to litigation, and to that end negotiated this settlement agreement.

In consideration of the above, the City and the Union agree as follows:

1. By Amending Article XVII Health and Safety

There shall be an increase of \$500.00 to each level of the physical exam.

2. By Amending Article XXXV Out of Grade Compensation

The following language shall be amended to read as follows:

Section 1.

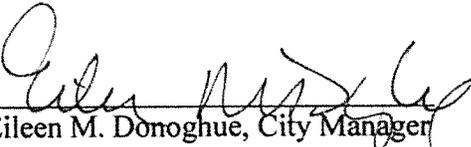
In those instances where it is necessary, as determined by the Superintendent, for a Superior Officer of lesser rank to replace the Commanding Officer of a shift for two (2) or more consecutive days or nights, the Superior Officer, selected by the Superintendent on the basis of training performance and experience, shall receive the rate of pay of a Captain for all such days or nights in consecutive order worked out of grade.

This provision shall not affect the current out of grade compensation that exists in the sectors.

The parties agree that this agreement is entered into solely to resolve a dispute, and the City denies the allegations specified above. This agreement does not constitute a past practice, nor does it constitute precedent between the City and the Union. This agreement shall not be admissible in any forum with the sole exception to enforce the terms herein. The agreement shall be in effect on the date of execution. 7/3/18 RB

Dated: July 3, 2018

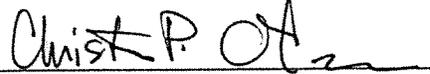
APPROVED

  
Eileen M. Donoghue, City Manager

THE LOWELL POLICE SUPERIOR  
OFFICERS ASSOCIATION

  
Barry Golner, Lowell Police Superior Officers  
Association

APPROVED AS TO FORM:

  
Christine P. O'Connor  
City Solicitor

V:grievance/superiors2018

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
LOWELL POLICE SUPERIOR OFFICERS ASSOCIATION**

**RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2021 – JUNE 30, 2024**

The City of Lowell (“the City”) and the Lowell Police Superior Officers Association (“the Union”), hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary:**

- a. Year 1 (July 1, 2021 – June 30, 2022)
  - i. There shall be a 2.5% increase in salary for all employees in the Union, effective on the first day (July 1, 2021) for the fiscal year July 1, 2021 to June 30, 2022. Employees in the Union shall receive retroactive pay back to July 1, 2021.
- b. Year 2 (July 1, 2022 – June 30, 2023)
  - i. There shall be a 2.5% increase in salary for all employees in the Union, effective on the first day (July 1, 2022) for the fiscal year July 1, 2022 to June 30, 2023.
- c. Year 3 (July 1, 2023 – June 30, 2024)
  - i. There shall be a 2.5% increase in salary for all employees in the Union, effective on the first day (July 1, 2023) for the fiscal year July 1, 2023 to June 30, 2024.

**2. Body Cameras**

- a. The Superior Officers agree to participate in a mandatory body worn camera program. The City reserves the right to stagger the implementation of the program through a pilot program or other such methods as the City deems appropriate. Consistent with prior MOU language, the City and the Union agree to meet to discuss specific terms of the program.
- b. In consideration for the members agreeing to the body camera language, the members shall receive a 0.5% increase in salary effective upon execution of the MOU. The members will receive an additional 0.5% salary increase effective on the last day of the contract period (June 30, 2024) or at the implementation of the body worn camera program, whichever is later.

**3. Shift Differential**

- a. Early night: 2%

- b. Late night: 3%
- c. These differentials do not apply to an individual working overtime on the early or late night shift.
- d. An individual working a holdover (for less than the entire shift) from the day shift is not eligible for the early night shift differential. Similarly, an individual working a holdover (for less than the entire shift) from the early shift is not eligible for the late night shift differential.
- e. Effective January 2022. The City and Union agree that the shift differential will take effect on the first shift after the annual shift bid, no later than the end of January.

**4. Legal Defense Fund (Article XXXVI, Section 5)**

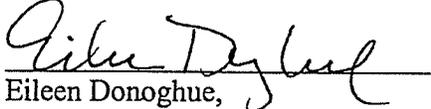
- a. The City proposes to increase the amount appropriated and paid to the Lowell Police Superior Officers Association to \$300 per year, per person to reflect the actual increase in the Massachusetts Police Association's Legal Defense Fund.

**5. Contract Provisions**

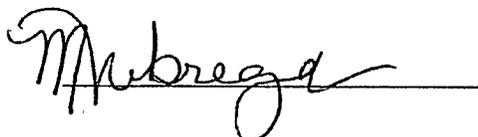
- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 12 day of OCTOBER, 2021.

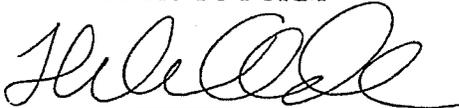
CITY OF LOWELL

  
 Eileen Donoghue,  
 City Manager

UNION


APPROVED AS TO FORM

  
 Helen Anderson,  
 Assistant City Solicitor

COMMONWEALTH OF MASSACHUSETTS  
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period of July 1, 2021 through June 30, 2024.

-----

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period July 1, 2021 through June 30, 2024 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the Lowell Police Superior Officers Association, which Memorandum covers the items negotiated with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the Lowell Police Superior Officers Association; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period July 1, 2021 through June 30, 2024, and further authorize the expenditure of funds for this Agreement.

In City Council October 5, 2021, Read twice and adopted on roll call vote 9 yeas. So Voted./s/Michael Q. Geary, City Clerk

Approved by City Manager Eileen M. Donoghue October 6, 2021.

A true copy

ATTEST:



Michael Q. Geary  
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOWELL AND  
LOWELL POLICE SUPERIOR OFFICERS ASSOCIATION**

**RE: COLLECTIVE BARGAINING AGREEMENT  
FOR JULY 1, 2024 – JUNE 30, 2027**

The City of Lowell ("City") and the Lowell Police Superior Officers Association ("Union") hereby agree to the following terms and conditions of this Memorandum of Understanding:

**1. Salary**

a. Year 1 (July 1, 2024 – June 30, 2025)

- i. There shall be a 4% increase in salary for all employees in the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.

b. Year 2 (July 1, 2025 – June 30, 2026)

- i. There shall be a 3% increase in salary for all employees in the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.

c. Year 3 (July 1, 2026 – June 30, 2027)

- i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

**2. Arbitration:** Substitute the American Arbitration Association for the Department of Labor Relations as the venue for arbitration.

**3. Shift Differential:** The shift differential for an early night shift will be 5% of the base hourly wage. The shift differential for a late night shift will be 7% of the base hourly wage.

**4. Detail Rate**

a. Year 1 (July 1, 2024 – June 30, 2025)

- i. The detail rate shall increase to \$70 per hour, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.

b. Year 2 (July 1, 2025 – June 30, 2026)

- i. The detail rate shall increase to \$75 per hour, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.

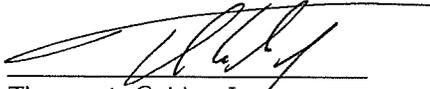
c. Year 3 (July 1, 2026 – June 30, 2027)

- i. The detail rate shall increase to \$80 per hour, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.
5. **Officer Wellness Program:** The City and Union agree to continue discussions concerning the creation of a program designed to prioritize the physical and mental health of employees in the Union.
6. **POST Commission:** Recognizing the increased responsibilities created by the Police Reform Act of 2020, all employees of the Union shall receive the following increases to their salary:
  - a. Year 1 (July 1, 2024 – June 30, 2025)
    - i. There shall be a 2% increase in salary for all employees of the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
  - b. Year 2 (July 1, 2025 – June 30, 2026)
    - i. There shall be a 1% increase in salary for all employees of the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
  - c. Year 3 (July 1, 2026 – June 30, 2027)
    - i. There shall be a 1% increase in salary for all employees of the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.
7. **Body Camera:** Recognizing the increased responsibilities relative to body cameras, all employees of the Union shall receive a one-time, 1% increase to their salary on June 30, 2027.
8. **4X4 Schedule:** The City and Union agree to continue discussions regarding the practicality of adopting a 4X4 schedule. If the parties obtain the services of a consultant concerning this issue, the City agrees to pay a proportionate share of the costs.
9. **Contract Provisions**
  - a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
  - b. Except as modified herein, all provisions of the present, existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

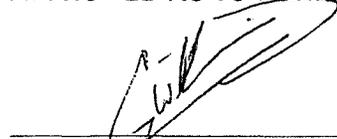
CITY OF LOWELL

Lowell Police Superior Officers Association

  
Thomas A. Golden, Jr.  
City Manager

  
Aidan O'Donnell  
President

APPROVED AS TO FORM

  
Corey F. Williams  
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period of July 1, 2024 through June 30, 2027.

-----

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period July 1, 2024 through June 30, 2027 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the Lowell Police Superior Officers Association, which Memorandum covers the items negotiated with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the Lowell Police Superior Officers Association; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

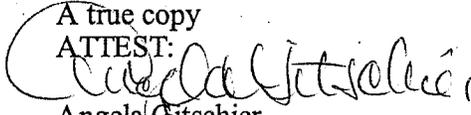
That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the Lowell Police Superior Officers Association covering the period July 1, 2024 through June 30, 2027, and further authorize the expenditure of funds for this Agreement.

In City Council June 25, 2024, Read twice and adopted on roll call vote 11 yeas. So Voted./s/Angela Gitschier, Assistant City Clerk

Approved by City Manager Thomas A. Golden, Jr. June 26, 2024.

A true copy

ATTEST:

  
Angela Gitschier  
Assistant City Clerk

Votes Contracts Collective Bargaining Police Super Officers