

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 Association, Inc. (Patrolmen's Union) 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 Association, Inc., 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 Association, Inc., 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 Association, Inc.; 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 Association, Inc. covering the period July 1, 2018 through June 30, 2021, and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
LOWELL AND THE LOWELL POLICE ASSOCIATION, INC. (PATROL  
OFFICERS' UNION)**

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

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

- Wage package:
  - Year 1 – 2% July 1, 2018
  - Year 2 – 1% July 1, 2019 + 1% January 1, 2020
  - Year 3 – 1% July 1, 2020 + 1% January 1, 2021
  
- In consideration of the changing nature in police work, specifically pertaining to the increased volume of and exposure to narcotics and other illicit substances like fentanyl, carfentanil, and/or other such dangerous and/ or illicit elements, the City is offering compensation rolled into base pay:
  - 1.75% July 1, 2018
  
- Priority details paid at market rate. Parties to define both "priority detail" and "market rate."
  
- Detail Rate shall increase by \$5.00 per hour on February 17, 2020 and by another \$5.00 per hour on January 1, 2021.
  
- Sick leave incentive
  - 5 days or less = 1 day comp time
  - 3 days or less = 2 days of comp time
  - 1 day or less = 3 days of comp time
  
- If bitten/stuck with needle AND prescribed "cocktail" by physician = 30 days on 111F (duration of medication) with a doctor's note.
  
- Substitute the Department of Labor Relations for the American Arbitration Association as the venue for arbitration.

11A

- The parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations.
- The parties agree to negotiate and implement a drug testing program pursuant to the upcoming July 1, 2021 to June 30, 2024 collective bargaining agreement. Said program will provide for reasonable suspicion drug testing, random drug testing, post-incident drug testing, unannounced follow-up drug testing, and rehabilitation for employees found in violation of such testing.

The implementation of any policy will include an opt-out provision for employees who voluntarily seek substance abuse treatment and will not be subject to testing and disciplinary action.

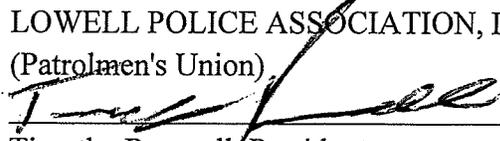
The implementation of any policy will also include a provision that takes into consideration in testing procedures and results that police are frequently exposed to illegal and hazardous substances in the course of their regular duties.

In the event the parties have not reached an agreement following good faith negotiations pursuant to the upcoming July 1, 2021 to June 30, 2024 collective bargaining agreement, a temporary agreement shall go into effect on January 1, 2022 which contains the above items (opt-out and hazard exposure) and otherwise mirrors the Superior Officers drug testing agreement. Said temporary agreement shall be replaced by the final agreement upon settlement or resolution of same.

- The Union agrees to the installation of dashboard cameras on the Lowell Police Department STEP vehicles. The parties agree that the dashboard cameras will be installed by July 1, 2020. Prior to this date, the Lowell Police Association and the Superior Officers Union will meet with the city to negotiate and to establish a policy and implementation of the dashboard cameras.
- City and the Union will continue discussions on body cameras, light duty, and an administration schedule for one (1) senior patrol officer per shift.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Eileen Donoghue, City Manager

LOWELL POLICE ASSOCIATION, INC.  
(Patrolmen's Union)  
  
\_\_\_\_\_  
Timothy Roussell, President

Approved as to Form:

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Christine O'Connor  
City Solicitor

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BARGAINING COMMITTEE